



Credit Application & Service Terms

Business Information

Applicant/Business Name _____ ("Applicant") Trade Name/DBA (if any) _____
 Street Address _____ City _____ State _____ Zip _____
 Billing Address (if different) _____
 Tel # (____) _____ Fax # (____) _____ Email _____ Website _____
 Tax ID/EIN _____ Duns # _____
 Business Type: Corporation LLC Partnership Sole Proprietorship Date/Year of Formation _____
 Nature of Business _____ Main Product(s) _____
 Principal/Officer Names/Title _____
 Amount of Credit Requested \$ _____

Accounts Payable Information

Vislax Logistics' preferred method of invoicing is to email invoice to Applicant's Accounts Payable Department/Contact. Attachments (such as bill of lading ("BOL")) can be attached if requested.

A/P Contact _____ Email _____ Tel # (____) ____ - _____
 Reference Number (if any) for Invoices _____ Additional Invoicing Instructions _____
 Do you require copies of BOLs? Y N Do you wish to pay via: ACH EFT EDI
 Other billing requirements (if any): _____
 Bank Name _____ Account No. _____ Phone (____) ____ - _____

VISLAX Logistics, Inc. - Credit Policy and Service Terms

Applicant hereby authorizes VISLAX Logistics, Inc. ("VL") to obtain any information and to make any inquiries that VL deems appropriate in order for VL to determine Applicant's credit worthiness and determine whether VL will extend credit to Applicant. As more fully set forth on page 2/reverse side hereof and in VL's Terms and Conditions available at www.vislax.com/termsandconditions (which are hereby incorporated by reference, payments for amounts owing to VL are due within 15 days of invoice date. VL does not provide original paperwork (BOL's, delivery receipts etc.) with invoicing; however, scanned certified copies may be provided upon request. Company agrees that it will not deduct or offset any amounts from any invoice or payment obligation. It is understood and agreed that VL is a freight broker and not a carrier. VL Terms and Conditions and this Credit Application & Agreement supersede and prevail over any other contract or agreement pertaining to the services to be provided by VL to Applicant and cannot be modified, except in a written agreement signed by VL. The undersigned represents that he/she has read the Terms and Conditions referenced herein and all other provisions of this Credit Application and Agreement, including those set forth on page 2/reverse side hereof and warrants that all information contained herein is true and accurate.

(Authorized Signature)

(Name)

(Title)

Please EMAIL completed application to your Sales Representative

CREDIT APPLICATION & AGREEMENT - TERMS AND CONDITIONS

1. AUTHORIZATION FOR CREDIT REVIEW – Applicant hereby authorizes VISLAX Logistics., (VL) to obtain any information pertaining to Applicant that VL deems appropriate from any sources or references given by Applicant to VL and from any national credit bureaus, creditors of Applicant, banks or other financial institutions and any other available source; and Applicant authorizes each such source to provide information to VL in connection with this Credit Application & Agreement (“Agreement”).

2. NO OBLIGATION TO EXTEND CREDIT – Applicant understands that VL has no obligation to extend credit to Applicant and that VL, in its sole and absolute discretion, may terminate the extension of any account accommodations or credit to Applicant at any time for any reason or for no reason whatsoever.

3. PAYMENT TERMS – If credit is extended, Applicant agrees to pay in full the invoice price for all services provided by VL promptly within fifteen (15) days of the invoice date or in accordance with the terms provided on the invoice, if any, and to not offset alleged claim amounts against freight charges. All quoted pricing reflects a 3% discount for cash (or cash equivalent) payment. If a credit card is used to make payment, the cash discount will be removed and the invoiced price will be adjusted accordingly. Applicant agrees that if an invoice is not timely paid on or before its due date, that interest will accrue on the amount owing at the rate of one and on half percent (1.5%) per month on all past due amounts. Applicant agrees and acknowledges that the payment of freight charges may not be delayed due to alleged loss of or damage to a shipment or delay in delivery of the same. Applicant agrees to notify VL, in writing, of any error or dispute in any invoice within **thirty (30) days** from the invoice date. If the Applicant fails to give VL notice of an error or dispute of charges encompassed in an invoice, then the invoice shall be deemed to be correct and Applicant deemed to have agreed to pay without dispute. VL does not provide original paperwork (bills of lading, delivery receipts, etc.) with its invoices; however, scanned copies may be provided upon request.

4. COLLECTION COSTS AND ATTORNEY FEE – Applicant agrees to pay in full all costs and expenses incurred by VL in collecting the amounts owed by Applicant under this Agreement, including any and all costs and reasonable attorneys’ fees.

5. GOVERNING LAW/VENUE/JURISDICTION – This Agreement shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of Texas without giving effect to any conflict of law provisions. Any litigation between Applicant and VL shall take place in the state and federal courts situated in Beaumont City, Texas. Applicant hereby consents to that venue and waives and agrees not to assert any claim that it is not personally subject to such jurisdiction in Beaumont City, Texas or that any action or other proceeding brought in compliance with this section is brought in an inconvenient forum.

6. DEFAULT – The occurrence of any of the following events shall constitute a default under this Agreement and any other agreements between Applicant and VL: (a) Applicant fails to perform any obligation, or other undertaking, required by this Agreement or any other agreement between Applicant and VL; (b) Applicant dies; dissolves; ceases operations; abandons its business; becomes insolvent; becomes the subject of bankruptcy, receivership, insolvency, or similar proceedings; or, makes an assignment for the benefit of its creditors; (c) Any information or other representation now or hereafter made or furnished to VL by Applicant or at Applicant’s request or instruction is, or is believed in good faith by VL to be, inaccurate, incomplete, or false in any material respect; or (d) Any other event which causes VL, in good faith, to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.

7. NO LIABILITY/LIMITATION OF LIABILITY – Applicant recognizes that VL has authority to act as both a “broker” as defined in 49 U.S.C. § 13102(2) and as a “freight forwarder” as defined in 49 U.S.C. § 13102(8). Unless otherwise specified in writing with respect to a specific load, VL will be deemed to be operating as a “broker” and, thus, shall not be liable to Applicant for any claim for loss or damage to cargo. In the event of loss or damage to cargo, Applicant’s claim or remedy will be solely against

the carrier whom VL arranged to transport the subject freight. While VL may assist Applicant in processing loss or damage claims, Applicant will not assert liability against VL. In the event that VL notifies Applicant in writing that it is acting as a “freight forwarder” or if VL is otherwise found to have been acting as a “freight forwarder”, then in such case, unless Applicant declares a higher value for cargo in writing to VL (additional liability coverage charges will apply to VL’s service rates), VL’s cargo liability is limited to \$2.00 per pound per lost or damaged article, the manufacturer’s cost, or \$20,000, whichever is less. (Any single claim for less than \$100 will not be considered.) Regardless of the declared value of the cargo, VL’s liability for loss, damage, delay, mis delivery, or no delivery, will not exceed the \$2.00 per pound per lost or damaged article, manufacturer’s cost, cargo’s repair cost, depreciated value, or its replacement cost, or \$20,000, whichever is less, unless there is a specific writing in which VL agrees to a greater amount of liability. Applicant should contact an insurance broker if Applicant desires insurance applicable to cargo that VL arranges to be transported. VL DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND. VL does not guarantee service delivery times and is not liable for “loss of sales,” consequential or indirect damages associated to the loss, damage or delay of any shipment. This paragraph does not waive or otherwise impair VL’s rights and defenses with regard to whether VL is liable for cargo loss or damage. Notwithstanding any other term or conditions of the Agreement, carriers arranged by VL shall have no liability for temperature or altitude related damage to ice cream.

8. WAIVER – VL may, at its option, permit Applicant to remedy any default under this Agreement without waiving any of its rights or remedies related to such default or any subsequent or prior default by Applicant. Applicant waives any right to notice from VL of Applicant’s default of this Agreement.

9. ADDITIONAL SERVICE TERMS AND CONDITIONS – Applicant further agrees to the Terms and Conditions of VL arranging for the transportation of freight. Such Terms and Conditions are available upon request and on VL’s website at www.englishlogistics.com, and prevail over all bills of lading or other agreements or documents. Such Terms and Conditions may be changed by VL from time-to-time and the Terms and Conditions as posted on VL’s website as of the day that a load is picked up by a carrier arranged by VL shall apply to such load. Such Terms and Conditions posted on VL’s website are hereby incorporated by reference and made part hereof.

10. AUTHORITY – Any person signing this Agreement warrants and represents that he/she/it has authority to enter this Agreement and that he/she/it has been duly authorized to execute this Agreement as, or on behalf of, Applicant.

11. ACCURACY OF INFORMATION – Applicant certifies that any and all information now or hereafter supplied to VL by Applicant, or at Applicant’s request or instruction, is both accurate and complete and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify VL of any adverse change in such information supplied, and of any change in Applicant’s residence, chief place of business or billing address.

12. MODIFICATION – The terms of this Agreement may be modified or amended by VL at any time upon thirty (30) days notice, effective as to all credit extended after the effective date of the modification.

13. ADDITIONAL PROVISIONS – The rights and remedies of VL stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. Any account exceeding the credit terms extended will automatically become a CASH ONLY account at VL’s election, and will require payment in full to reestablish the original terms of this Agreement.

INITIAL _____ DATE _____

PERSONAL GUARANTY

For and in consideration of VL extending credit to the Applicant herein, the undersigned (“Guarantor”), jointly and severally, unconditionally, irrevocably and absolutely guaranties and promises to pay VL any and all indebtedness of the Applicant owed to VL. VL may, without notice, proceed directly against Guarantor to collect the full amount or any portion of Applicant’s liability to VL whether or not any action is commenced against the Applicant. Guarantor’s obligations and liability hereunder are joint and several with the obligations of the Applicant. VL may, without notice to or further consent by Guarantor, and without affecting Guarantor’s liability hereunder, from time to time in whole or in part: (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or the terms of, the indebtedness of applicant or any part thereof; (b) take and hold collateral for the payment of this guaranty or the indebtedness, and exchange, surrender, compromise, release, enforce, waive, fail to perfect or deal with such collateral in any manner VL deems necessary, whether such collateral was provided by Applicant or Guarantor; (c) release or substitute any one or more of the endorsers or Guarantor or Applicant; and (d) determine how, when and what acceptance of payments shall be made on the indebtedness. Guarantor waives any right or claim of right: (a) to notice of action/nonaction on the part of Applicant, VL or Guarantor; (b) to notice of acceptance of this Guaranty; (c) to notice of the creation, renewal, extension or accruals of any present or future indebtedness of Applicant; (d) to notice of default or nonpayment and notice of dishonor to Guarantors, Applicant or any other party liable for any of Applicant’s indebtedness; (e) to notice of any sale, exchange, compromise or other disposition of any or all collateral; (f) to all other notices to which Guarantors might otherwise be entitled in connection with this guaranty or any indebtedness or obligations hereby guaranteed; (g) to make any defense arising by reason of any disability or other defense of Applicant or by reason of the cessation from any cause whatsoever of Applicant’s liability; and (j) to participate in any collateral now or hereafter held by VL securing these obligations. Guarantor shall pay all reasonable attorneys’ fees, and other costs and expenses incurred by VL enforcing its rights hereunder, including those incurred before and during any legal proceedings or appeals. This Guaranty shall be interpreted in accordance with the laws of the State of Texas and Guarantor submits to the jurisdiction of the courts located in Jefferson County, Texas.

Signed by Guarantor _____

Name of Guarantor _____