

CREDIT APPLICATION

IDENTIFICATION INFORMATION

NAME OF COMPANY ("Applicant"): _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

TEL: _____ FAX: _____

EMAIL: _____

TYPE OF BUSINESS: _____ YRS IN BUSINESS: _____

SALES TAX EXEMPTION #: _____ FEDERAL ID#: _____

CHECK ONE: CORPORATION PARTNERSHIP LLC
 SOLE PROPRIETORSHIP GOVERNMENT LLP

ANTICIPATED YEARLY VOLUME: \$ _____ INITIAL ORDER: \$ _____

TYPE OF PURCHASE CONTROL SYSTEM: _____ PURCHASE ORDER ONLY: _____

IF OTHER, PLEASE SPECIFY AND LIST NAMES OF PERSONS AUTHORIZED TO BIND THE APPLICANT:

A/P CONTACT AND EMAIL: _____

OFFICERS/OWNERS

NAME: _____ TITLE: _____ % OF OWNERSHIP: _____%

STREET: _____ CITY: _____ STATE/ZIP: _____

SOCIAL SECURITY #: _____ HOME PHONE: _____

FORMER/PRESENT AFFILIATED COMPANIES: _____

HOW RELATED: _____

PROVIDE THE FOLLOWING CONCERNING THE APPLICANT OR ANY OF ITS OFFICERS, OWNERS, PRINCIPALS, PARTNERS OR DIRECTORS:

PENDING OR PRIOR CIVIL LITIGATION? YES NO IF YES, DETAILS: _____

BANKRUPTCY FILED OR AN ADJUDICATION OF BANKRUPTCY? YES NO IF YES, CITY & STATE OF FILING: _____

ASSIGNMENT FOR THE BENEFIT OF CREDITORS? YES NO IF YES, CITY & STATE OF FILING: _____

CREDIT AND TRADE REFERENCES

NAME: _____ ADDRESS: _____

A/C #: _____ BALANCE DUE: \$ _____ PHONE: _____

CONTACT PERSON: _____

NAME: _____ ADDRESS: _____

A/C #: _____ BALANCE DUE: \$ _____ PHONE: _____

CONTACT PERSON: _____

NAME: _____ ADDRESS: _____

A/C #: _____ BALANCE DUE: \$ _____ PHONE: _____

CONTACT PERSON: _____

NAME: _____ ADDRESS: _____

A/C #: _____ BALANCE DUE: \$ _____ PHONE: _____

CONTACT PERSON: _____

APPLICANT'S BANKING INFORMATION

BANK NAME: _____ ACCOUNT #: _____

BANK ADDRESS: _____

CONTACT: _____ TELEPHONE: _____

BELOW FOR NTDS OFFICE USAGE ONLY

Sales Rep: _____

Terms: _____ DAYS

Credit Requested* (Y/N): _____

Limit: \$ _____

*If Credit Requested, Terms and Limit are all left blank or Credit Requested is "N" or "NO" then the account will default to COD and no credit term/limit will be granted for the account. Credit granted is at the sole discretion of the President/CEO of Nationwide Transportation and Distribuion Services, LLC only

TERMS AND CONDITIONS

1. Payment terms are as agreed, but in the absence of any agreement to the contrary, all invoices are due in full by the 30th day after the invoice date. In addition to any and all charges associated with Nationwide Transportation services as contained in all invoices, the Applicant also agrees to pay and shall be responsible for the reimbursement of Nationwide Transportation for any charges incurred by Nationwide Transportation related to any additional fees or expenses charged by any carrier, including but not limited to container detention fees, demurrage, rail detention, and equipment charges (collectively referred to as "Additional Fees"). The obligation for the payment of any Additional Fees shall be subject to the terms and conditions of the carrier involved in Nationwide Transportation services (for example, the amount of days before container detention fees are charged or applicable) and shall not be subject to waiver or modification without the express written approval of Nationwide Transportation.
2. There will be no exception or arrangement, expressed or implied, other than the above terms, unless it has the prior written approval of Nationwide Transportation credit department.
3. Any account 60 Days or more past due may be placed on a "hold" basis until the account is brought current. If there is ever a problem that affects your prompt payment, contact the credit department at once.
4. All charges are due and payable to Nationwide Transportation at the remit to address shown on all statements and invoices.
5. Delinquent accounts are subject to monthly service charges of 1.5% (annual percentage rate is 18%) or such other appropriate rate which shall in no event exceed the maximum rate allowed by applicable law.
6. In the event it becomes necessary for Nationwide Transportation to bring legal action to enforce these terms or to collect any monies due or which hereafter becomes due to Nationwide Transportation from Applicant, Applicant agrees to pay all costs, disbursements and expenses, including reasonable attorney fees incurred by such legal action.
7. The exclusive venue for any legal action brought by or against Applicant in connection herewith shall be in the State of New Jersey, Bergen County. In addition, the Applicant hereby agrees that any disputes arising out of this application and agreement or goods and merchandise ordered or delivered pursuant hereto will be governed and settled under applicable principles of the laws of the State of New Jersey and, to the extent applicable, the laws of the United States of America, under the jurisdiction of the State of New Jersey Courts. APPLICANT AND NATIONWIDE TRANSPORTATION WAIVE ANY AND ALL RIGHTS THEY OR ANY OF THEM MAY HAVE TO TRIAL BY JURY OF ANY ISSUE OR DISPUTE ARISING BETWEEN THE PARTIES.
8. The information given on this application is for the purpose of obtaining credit and is warranted to be true, complete and correct. I/We hereby authorize Nationwide Transportation to contact and/or investigate all references listed herein and make whatever other credit inquire and investigation that Nationwide Transportation determines is necessary to process this application.
9. Applicant warrants that he/she is authorized to complete this credit application and agree to the terms and conditions herein.
10. Applicant agrees to notify Nationwide Transportation in writing of any change in the capacity (name change, etc.), financial condition, principals, or any other important factors which may affect our business relationship.
11. Notwithstanding the foregoing, the Applicant hereby acknowledges and agrees that the terms set forth herein are provided solely as an accommodation to the Applicant and can be amended, suspended or terminated at any time by Nationwide Transportation in its sole discretion. In the event of any conflict between these credit terms and conditions and the terms of any other agreement pursuant to which Applicant purchases goods or services from Nationwide Transportation, the terms of these credit terms and conditions shall apply.

Date: _____ / _____ / _____

Full Company Name: _____

Signed By: _____

Print Name: _____

Title: _____

INDIVIDUAL PERSONAL GUARANTEE

WHEREAS, Applicant desires to purchase on credit from time to time goods and services from NATIONWIDE TRANSPORTATION. (hereinafter named "Goods");

WHEREAS, NATIONWIDE TRANSPORTATION is unwilling to sell Goods on credit and/or by consignment to Applicant unless it receives this guaranty from Applicant's principal(s); and

WHEREAS, Applicant's principal(s) desire that purchases on credit of Goods to Applicant and, as the principal(s) of Applicant, will derive an advantage and benefit from the same.

NOW, THEREFORE, to induce NATIONWIDE TRANSPORTATION, in its sole discretion, to sell Goods on credit and/or by consignment to Applicant, Applicant's principal(s) covenants and agrees as follows:

FOR VALUE RECEIVED, and in consideration of the present sale and/or consignment and/or any and all future sales and/or consignments of Goods by NATIONWIDE TRANSPORTATION to Applicant from time to time and at any time, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce NATIONWIDE TRANSPORTATION, in its sole discretion, to make such sales and/or consignments as it may deem advisable, the undersigned unconditionally, irrevocably and absolutely personally guarantees to NATIONWIDE TRANSPORTATION, its successors and assigns, the full and prompt payment, when due, of all present and future obligations and liabilities of any and all kinds of Applicant to NATIONWIDE TRANSPORTATION and of all instruments of any nature evidencing or relating to any such obligations and liabilities upon which Applicant is or may become liable to NATIONWIDE TRANSPORTATION and will not return any goods as payments for sales made to Applicant. If there are two or more principals of Applicant signing this Guaranty, their obligations under this Guaranty shall be joint and several.

This is a guaranty of payment and performance and not of collection. The undersigned hereby waives any rights to interpose any defense, counterclaims or offset of any nature and description which the undersigned may have or which may exist between and among NATIONWIDE TRANSPORTATION and Applicant and/or between NATIONWIDE TRANSPORTATION and the undersigned. This Guaranty represents the entire agreement of Applicant's principal(s) and NATIONWIDE TRANSPORTATION with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. This Guaranty shall not be amended or modified except by an instrument in writing signed by Applicant's principal(s) and NATIONWIDE TRANSPORTATION. In the event that NATIONWIDE TRANSPORTATION commences any legal proceeding or action to enforce this Guaranty, the undersigned agrees to be liable for and to pay any and all reasonable attorneys' fees and costs incurred by NATIONWIDE TRANSPORTATION in connection with such legal proceeding or action. This Guaranty shall be construed and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws principles. Applicant's principal(s) and NATIONWIDE TRANSPORTATION irrevocably submit to the exclusive jurisdiction of any federal or state court in the State of New Jersey and County of Bergen, State of New Jersey in any such legal proceeding or action.

APPLICANT'S PRINCIPAL(S) AND NATIONWIDE TRANSPORTATION WAIVE ANY AND ALL RIGHTS THEY OR ANY OF THEM MAY HAVE TO TRIAL BY JURY OF ANY ISSUE OR DISPUTE ARISING IN CONNECTION WITH ANY ACTION BROUGHT TO ENFORCE THIS GUARANTY OR OTHERWISE RELATING HERETO.

IN WITNESS WHEREOF; this Guaranty has been executed by the undersigned on this

_____ day of _____, 20_____.

Name of Guarantor: _____

Address of Guarantor: _____

Signature of Guarantor: _____

Social Security Number of Guarantor: _____

State and Number of Driver's License of Guarantor: _____