

**CREDIT APPLICATION**

**IDENTIFICATION INFORMATION**

NAME OF COMPANY (hereinafter referred to as "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:

\_\_\_\_\_

ACCOUNTS PAYABLE CONTACT PERSON: \_\_\_\_\_

**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 WWL OFFICE USAGE ONLY**

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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 Worldwide Logistics Ltd and Worldwide Logistics Customs House Brokerage, LLC only.

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**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 Worldwide Logistics, Ltd's services as contained in all invoices, the Applicant also agrees to pay and shall be responsible for the reimbursement of Worldwide Logistics, Ltd for any charges incurred by Worldwide Logistics, Ltd 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 Worldwide Logistics, Ltd's 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 Worldwide Logistics, Ltd.
2. There will be no exception or arrangement, expressed or implied, other than the above terms, unless it has the prior written approval of Worldwide Logistics Ltd's 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 Worldwide Logistics Ltd 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 Worldwide Logistics Ltd to bring legal action to enforce these terms or to collect any monies due or which hereafter becomes due to Worldwide Logistics Ltd 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 WORLDWIDE LOGISTICS LTD 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 Worldwide Logistics Ltd to contact and/or investigate all references listed herein and make whatever other credit inquire and investigation that Worldwide Logistics Ltd 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 Worldwide Logistics Ltd 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 Worldwide Logistics Ltd, 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 Worldwide Logistics Ltd, 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 WORLDWIDE LOGISTICS LTD (hereinafter named "Goods");  
WHEREAS, WORLDWIDE LOGISTICS LTD is unwilling to sell Goods on credit and/or by consignment to Applicant unless it receives this guarantee 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 WORLDWIDE LOGISTICS LTD, 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 WORLDWIDE LOGISTICS LTD 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 WORLDWIDE LOGISTICS LTD, 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 WORLDWIDE LOGISTICS LTD, 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 WORLDWIDE LOGISTICS LTD 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 WORLDWIDE LOGISTICS LTD and will not return any goods as payments for sales made to Applicant. If there are two or more principals of Applicant signing this Guarantee, their obligations under this Guarantee 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 WORLDWIDE LOGISTICS LTD and Applicant and/or between WORLDWIDE LOGISTICS LTD and the undersigned.

This Guarantee represents the entire agreement of Applicant's principal(s) and WORLDWIDE LOGISTICS LTD with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. This Guarantee shall not be amended or modified except by an instrument in writing signed by Applicant's principal(s) and WORLDWIDE LOGISTICS LTD. In the event that WORLDWIDE LOGISTICS LTD 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 WORLDWIDE LOGISTICS LTD in connection with such legal proceeding or action. This Guarantee 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 WORLDWIDE LOGISTICS LTD 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 WORLDWIDE LOGISTICS LTD 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 GUARANTEE OR OTHERWISE RELATING HERETO.

IN WITNESS WHEREOF; this Guarantee 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: \_\_\_\_\_