

Application for Credit

Company Information

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Name and Title of Officers, Partners and Owner(s)/Shareholders/Members:

(1) _____

(2) _____

(3) _____

Individual(s) responsible for payment:

Name: _____

Home Address: _____

Social Security Number: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Name: _____

Home Address: _____

Social Security Number: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Accounts Payable Contact Information (REQUIRED):

Name _____ Title _____

Phone: (____) _____ Fax: (____) _____

Email: _____

Business General Information:

Type of entity: Corporation ___ Partnership ___ Other (specify) _____

Line of Business: _____

Year Incorporated / Established: _____

Total No. of Employees: _____

Federal Tax ID #: _____

Duns # (required): _____

MC, ICC or Operating agreement No.: _____

Most Recent annual Sales: _____ Year: _____

Amount of Credit requested: _____

Bank Reference:

Bank Name: _____ Contact Person: _____

Phone: () _____ Fax: () _____ Account # : _____

Trade References:

(1) Name: _____ Contact Person: _____

Phone: () _____ Fax: () _____ Account # : _____

Line of Credit Available: _____

(2) Name: _____ Contact Person: _____

Phone: () _____ Fax: () _____ Account # : _____

Line of Credit Available: _____

(3) Name: _____ Contact Person: _____

Phone: () _____ Fax: () _____ Account # : _____

Line of Credit Available: _____

Credit Policy and Terms

Thank you for the interest in Intermodal Management System LLC. ("IMS"). We appreciate the opportunity to earn your business. The following is a description of IMS's credit policy, which must be adhered to by all customers and to which you agree to adhere.

The standard review, which you hereby authorize us to conduct, consists of a Dun & Bradstreet ("D&B") and credit reporting agency reports, and inquiry of customer's and its principals' banking institution(s) and credit and trade references. Credit will not be granted until information satisfactory to IMS, in IMS' sole discretion, is received from your and your principals' D&B, credit reporting agency, bank, credit and trade references.

Until credit is granted all shipments will be tendered on COD basis only (payment must be received by IMS prior to execution the shipment). Once credit is granted IMS will notify you of the credit amount and payment terms specifically applicable to your account. IMS' standard credit terms are set forth below. To the extent such terms conflict with the terms specifically applicable to your account, as IMS may notify you pursuant to the terms hereof, the terms specifically applicable to your account govern. IMS also reserves the right to require a personal guaranty of your obligations before extending any credit in the form attached hereto.

1. Credit terms are 30 days from date of invoice. All invoices must be paid within the credit terms, to ensure good credit standing with IMS.
2. In the event of a billing error, invoices will be corrected and paid accordingly. Settlements will not be withheld on account of any question as to the correctness of charges which cannot be immediately adjusted, or for alleged overcharges, or any accounts that may be claimed to be due from IMS, in such cases claim will be filed for refund of charges believed to be in excess of the lawful amount due.
3. All terms and condition of sale are subject to change by IMS without a prior notice. If customers wish to augment their credit limit, they need to discuss it with IMS's Credit Dept. If customer exceed its credit limit payment will required on COD basis prior to executing additional shipments.
4. If payment is not received within the time required under the payment terms set forth herein or under any invoice rendered to customer by IMS, it, and all other amounts then due and owing pursuant to any then outstanding invoice(s), will be considered delinquent and IMS will take all steps necessary to collect the delinquent amounts. In order to induce IMS to extend credit to customer and to provide services to customer on credit, customer agrees that customer will pay to IMS, in addition to the amounts due (plus interest), all of IMS's costs of collection, including its attorneys fees (to be calculated, irrespective of the amounts due, based on the time spend by such attorneys and their staff at the regular hourly rates then in effect and billed to IMS by IMS's attorneys), expert fees, court costs and expenses. Customer further agrees that to the extent that IMS actually pays any such costs of collection, including without limitation, its attorneys, customer waives the right to challenge any and all such amounts actually paid by IMS.

5. IMS reserves the right to refuse to accept shipments for any delinquent account and to hold any shipments connected with any delinquent account that may be in or come into the possession of IMS when such account becomes delinquent to guaranty payment of any and all amounts due to IMS by such delinquent account.
6. All invoices not paid within credit terms will accrue interest at the rate of 2% per month from the date of the invoice until paid in full.

By Signing and submitting this application, and by accepting any credit extended, you, and all individuals executing this or any other agreement between you and IMS on your behalf, agree with these terms and the terms specifically applicable to your account, as IMS may notify you hereafter from time to time; and warrant that the financial information provided by you and by such individuals are true, correct and complete. The undersigned hereby agrees that all disputes arising from, related to or in connected with the provision of services or credit to you by IMS shall be governed solely by the laws of the State of New Jersey and hereby submits to the laying of venue and personal jurisdiction in the State or Federal courts located in the state of New Jersey, and in or having jurisdiction over, the County of Monmouth, which courts shall have exclusive jurisdiction with respect to any and all disputes between the parties hereto.

Date: _____

Company: _____

Name: _____

Title: _____

Signature: _____