

JOINT CREDIT APPLICATION AND PAYMENT AGREEMENT

Date _____ D & B Confirmation # _____

Terminal SIC _____ Terminal Fax _____ Average High Credit \$ _____

In order for Accurate Transportation Services, Inc. (AT) to evaluate your company's credit worthiness and determine whether to extend credit under terms acceptable to Accurate, please provide the following information:

Applicant _____

Street Address _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax Number _____ Dun & Bradstreet # _____

1) Years at this location _____ Years in business _____

2) If branch, home of ce location _____

3) Other names and locations under which applicant is currently doing business, or has done business within the last two years _____

4) Name and mailing address of person responsible for payment of freight charges _____

Phone # _____ Fax # _____

Credit Limit Requested (Credit Terms - 15 days) \$ _____

Check one:

☐ Partnership ☐ Sole Proprietorship ☐ Corporation _____

Shareholders, Partners, or Owners (not applicable to publicly traded corporations):

Name _____

Title _____

Social Security Number _____

Home Address _____

(Attach additional sheets if necessary.)

CREDIT REFERENCES (Bank and Other Carriers and/or Vendors):

1. Bank _____ Account # _____

Telephone No. _____ Contact _____

2. Name _____ Account # _____

Telephone No. _____ Contact _____

3. Name _____ Account # _____

Telephone No. _____ Contact _____

4. Name _____ Account # _____

Telephone No. _____ Contact _____

5. Name _____ Account # _____

Telephone No. _____ Contact _____

6. Name _____ Account # _____

Telephone No. _____ Contact _____

Did applicant have gross revenues of \$1,000,000 or less in the preceding fiscal year (other than trade, credit incident to a factoring agreement or other type of business credit)? ☐ Yes ☐ No

In the event that AT, at its discretion, agrees to extend credit terms to Applicant on the basis of the information provided by Applicant, such terms shall be as herein set forth and, at all times, Applicant agrees and acknowledges: (a) to pay to AT any and all sums due AT for services rendered by AT, no later than **fifteen (15) calendar days**, from the date of mailing of any invoice by AT to Applicant; (b) that no bill of lading, manifest, or other similar document, nor any employee or agent of either party may in any respect alter or change the credit terms extended hereunder; (c) **that all accounts past due after the authorized credit period has expired will and shall be subject to a service charge of ten(10) percent per year or the maximum rate allowed by law, or, alternatively, to the loss of any discounts otherwise applicable, whichever is greater. With respect to any loss of discount and except as otherwise provided in any contract between AT and Applicant, a revised freight bill or notice of imposition of such collection expense for late payment will be sent to Applicant on or before ninety (90) days after expiration of the authorized credit period;** (d) that upon any default payment by Applicant, the entire balance owed to AT shall become immediately due and payable, together with all interest or other charges related thereto; (e) to pay to and reimburse AT, its collection agencies, attorneys and/or other resources utilized by AT to enforce its rights hereunder, any and all fees and costs incurred by AT to collect any sums due it from Applicant; (f) in the event of any action by AT to collect charges due it by Applicant, Applicant consents to jurisdiction in the state of Arizona and venue of such suit shall be in the U.S. District Court or applicable state court in Maricopa County, depending on jurisdiction; (g) that AT may increase or decrease Applicant's credit terms without prior notice to Applicant; (h) that AT is authorized to contact any of the listed credit references and to obtain appropriate credit reports from agencies providing such information regarding Applicant's credit standing; and (i) notwithstanding any of the foregoing, Applicant agrees and acknowledges that AT reserves any and all rights and remedies available to it, including carrier liens, otherwise available to AT to enforce payment of any charges due AT from or by Applicant.

Date of Application

Signature of Applicant

Applicant's Company Name