



Trucking and Freight Services
DOT#2992093

PO BOX 2803, Sparks, NV 89431 Tel 775.355.8874

Commercial Credit Application / Direct Billing Application

All fields must be completed

Business Name _____

DBA _____

Street Address _____ City _____ State _____ Zip _____

Mailing Address (if different) _____

If you have other shipping locations that this is the billing address for, please submit them on a separate page.

Telephone _____ Fax _____ Years in Business _____

Name/Address of Parent Company _____

Accounts Payable Contact Name _____ Title _____

Phone _____ Email _____

Accounts Payable Mailing Address:

Street Address _____ City _____ State _____ Zip _____

Receive Invoice/Statements By: Mail or E-mail E-mail address _____

Business Type: Sole Proprietorship Partnership Corporation State: _____

Taxpayer Identification # _____ D & B # _____

Bank Name _____ Account # _____

Name on Account _____

Please list additional owners on a separate page

Account Holder:

Address _____ City _____ State _____ Zip _____

Maximum Credit Requesting: \$ _____ (This amount will be taken into consideration during processing)

CREDIT REFERENCES

Name / Phone / Fax

1. _____

2. _____

3. _____

4. _____

I hereby authorize the Company, to whom this application is made, or any credit bureau or other investigative agency employed by such person, to investigate references herein listed or statements or other data obtained from me or from any other person pertaining to my credit and financial responsibility.

I hereby certify that the information provided herein is correct and understand that it will be used to determine the amount and conditions of the commercial credit to be extended. I hereby authorize bank and business references to release information to HES Logistics Inc. I agree to pay all authorized charges within the designated terms of 30 days from the invoice date. I understand that payments not received in the specified time period will be subject to an interest rate of 1.5% (one and a half percent) per month or fraction thereof. I understand that I will be responsible for

and pay all costs associated with collecting past due amounts including collection and attorney fees, whether or not suit is filed. Venue for all legal actions shall be in Washoe County, NV.

Billing Instructions: All transportation charges must be paid within 30 days of receipt of Freight Bill. Accounts over 60 days past due will be placed on a C.O.D. basis or On Hold. Additional fees will be included as noted in paragraphs 6-8 of the Terms and Conditions of Credit below.

ALL ORDERS ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF CREDIT SET FORTH BELOW.

Authorized By:

Print Name _____ Title _____

Signature _____ Date _____

Name of HES Logistics Sales Representative _____
(Applications cannot be processed without authorized signature)

Thank You!

TERMS AND CONDITIONS OF CREDIT

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. **Definitions.**
 - a. "Company" shall mean HES Logistics, Inc., its subsidiaries, related companies, agents and/or representatives;
 - b. "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
 - c. "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
 - d. "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier"(NVOCC);
 - e. "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".
2. **Company as Agent** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the transportation of goods, Company acts as an independent contractor.
3. **Business Purpose.** Customer represents and warrants that all amounts charged to the account will be solely for business or commercial purposes and shall not be for personal, family or household purposes.
4. **Payment Terms.** Unless otherwise specifically agreed in writing by Company, the entire outstanding balance of the account is payable in full within thirty (30) days of Company's invoice to Customer. If any payment is made with a check that is dishonored or returned for insufficient funds, all applicable bank charges plus an additional administrative fee shall be charged for each occurrence.
5. **C.O.D. or Cash Collect Shipments.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have any liability if the bank or consignee refuses to pay for the shipment. Additional COD fees apply. Under \$500 a fee of \$20 will be added, over \$500 an additional 3% fee will be added.
6. **Credit Extension and Terms.** All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company. Further, All shipments are subject to COD until this form is completed in its entirety, and accepted and approved by Alaskan Express Service, Inc. Credit approval and terms will be forwarded by mail to the below signed officer(s).
7. **Customer Liable for Collection Expenses.** The compensation of the Company for all its services shall be included with and is in addition to the rates and charges of all carriers and all other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connection with the shipment. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including all reasonable attorney fees.
8. **Collections.** If invoice has not been paid within 30 days, you will be notified of its delinquency and of the additional 1.5% late payment fee on the unpaid balance. If invoice goes beyond 60 days past due, you will be notified that in 30 days, the late invoice will proceed to collections and additional fees, as noted in #8-10 (below) will be imposed in addition to the additional interest fees and invoice amount. If customer has anything in Collections, they will be refused service until all due invoices are satisfied along with any and all additional fees due to the delinquency of payment.
9. **Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.
10. **Dishonored Check.** HES Logistics Inc. will take necessary steps to rectify this situation within the laws of the governing state. A \$30 handling fee for an NSF check will be immediately added to the invoice. If the check is not paid within 15 days of the date the Notice of Dishonor is sent (post marked date), plus "collection costs".
If, after expiration of the 15 day period payment has not been made, HES Logistics, Inc. has the right to commence a lawsuit. In the event of such suit, we will pursue to recover all of the damages above. In addition, we will be entitled to an award of reasonable attorneys' fees, court costs (filing fee and service of process), within the laws of the governing state.
11. **Overpayments.** All overpayments will be applied to any outstanding or open invoices. If your credit balance exceeds \$20, please

contact our office for a refund.

12. General Lien and Right to Sell Customer's Property

- a. Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- b. Customer agrees that any and all overdue balances past the agreed terms, and including all liens, are subject to 1.5% interest per month.
- c. Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- d. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

13. Notice of Changes. Customer shall notify Company immediately in writing of any changes in the name, address or ownership of Customer or Customer's business.

14. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

15. Termination of Account. Company may terminate this contract at any time, as it relates to future services. Upon any such termination, Customer shall remain obligated under the terms hereof with respect to any services provided prior to termination and any charges related thereto.

16. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

17. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR RELATING TO THE TRANSACTIONS HEREIN, EVEN IF COMPANY WAS ADVISED OR AWARE OF THE POSSIBILITIES OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITIES OF COMPANY TO CUSTOMER ARISING OUT OF OR RELATING TO THE TRANSACTIONS HEREIN EXCEED THE PRICE PAID BY CUSTOMER TO COMPANY HEREUNDER FOR THE SERVICES IN RESPECT OF WHICH SUCH CLAIM IS MADE.

18. Controversy or Claims. Applicant agrees any controversy or claim arising from or relating to this contract or the breach thereof shall first be settled by arbitration in accordance with the Uniform Rules for Binding Arbitration of the Better Business Bureau and any judgment award rendered by arbitrator(s) may be entered in any court having jurisdiction thereof.

19. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the following:

- a. terms and conditions of service and the relationship of the parties shall be governed by the laws of the State of Nevada, without giving consideration to principals of conflict of law.
- b. Customer and Company irrevocably consent to the jurisdiction of Washoe County Superior Court and the United States District Court for the State of Nevada.
- c. Customer and Company agree that any action relating to the services performed by Company shall only be brought in said courts;
- d. To the fullest extent permitted by applicable law, Customer and Company hereby waive any right to a trial by jury in any action related to terms and conditions of service or the services performed by Company.
- e. Each of Customer and Company consent to the exercise of in personam jurisdiction by said courts over it, and further agrees that any action to enforce a judgment may be instituted in any jurisdiction.

PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, including, but not limited to, the providing of transportation related services to the Customer, the undersigned ("Guarantor"), individually, jointly and severally, unconditionally guarantee(s) to the Company the full and prompt payment by the Customer, of all obligations which the Customer presently or hereafter may have to the Company and payment when due of all sums presently or hereafter owing by the Customer to the Company. Guarantor agrees to indemnify the Company against any losses the Company may sustain and expenses the Company may incur as a result of any failure of the Company to perform, including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness guaranteed hereunder or in enforcing this guaranty against Guarantor. This shall be a continuing guaranty. Presentation, demand, protest or notice of any kind is waived. This guaranty shall remain in full force until Guarantor delivers to the Company written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of the Guarantor's obligations hereunder with respect to indebtedness incurred by the Customer prior to such delivery. This guaranty shall be subject to the arbitration, governing law; consent to jurisdiction and venue provisions found in paragraphs 18 and 19 of the Terms and Conditions set forth above.

Each undersigned Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the Company, from time to time, in the credit evaluation process.

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____