

Credit Application and Agreement

DS CARGO INC dba CLOCK FREIGHT
MEMPHIS OFFICE: 901-425-9214
SFO OFFICE TEL.650-871-7494 FAX 650-871-7499

EMAIL: SUSAN@CLOCKFREIGHT.COM and AR@CLOCKFREIGHT.COM

Company Name: _____

Has Ownership changed in the past year? _____ Has name changed at any time? _____

If yes, please list: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____ Tax ID #: _____

Principle Owner or Partners: _____

Email address: _____ Direct Phone: _____

Type of Business (circle one): Corporation L.L.C. Partnership Proprietorship

Parent: _____ Branches: _____

Company established: _____ Credit Limit Requested: _____

For Partnership or Proprietor please list Name(s) and phone number:

Name: _____ Phone: _____

Name: _____ Phone: _____

INDUSTRY TYPE: Domestic Forwarder _____ Broker: _____

This application will also serve as an authorization to release information from your bank to DS Cargo Inc. DBA Clock Freight, and any creditors who may need an authorization from you, the customer. The information contained herein is confidential and is only supplied to the company for which you are applying for credit. This also authorizes companies to FAX back their reply to us.

BANK INFORMATION:

Name of Bank: _____ Contact: _____

Branch Address: _____ Phone: _____

Officer signature: _____

TITLE and PRINT NAME: _____

ACCOUNTS PAYABLE INFORMATION:

Accounts Payable Contact: _____

Accounts Payable Email: _____

Accounts Payable Phone/EXT: _____

Email address to send invoices and statements to: _____

PAPERWORK REQUESTED FOR PAYMENT: (CHECK ALL THAT APPLY)

MAWB _____ HAWB _____ COMPANY REF # _____ POD _____ OTHER _____

Any other requirements: _____

FORM OF PAYMENT ACCEPTED:

All terms are NET 30, please consider this when choosing payment terms.

- **ACH (Preferred)**
- **Check (USPS is slow so please mail a week before due date)**
- **Credit Card 5% upcharge**

**ACH information and check information should be emailed to:
SUSAN@CLOCKFREIGHT.COM AND AR@CLOCKFREIGHT.COM**

Mailing Address: DS CARGO INC DBA Clock Freight 437 Rozzi Place South San Francisco, CA 94080

IN ORDER FOR US TO PROCESS THIS APPLICATION, ALL FOUR PAGES OF THIS APPLICATION MUST BE SIGNED AND RETURNED TO US

DS CARGO INC. DBA CLOCK FREIGHT

TERMS AND CONDITIONS FOR SERVICE:

The applicant(s) executing this Application and Agreement (Customer) hereby agree(s) that liability and payment for all services is subject to the following terms and conditions: Customer agrees that all amounts due for services provided by DS CARGO INC DBA Clock Freight are payable at: 437 Rozzi Place, South San Francisco, CA 94080

1. Customer agrees that all amounts due are not payable in installment but are payable upon receipt of the invoice.
2. Clock Freight reserves the right to demand payment of all outstanding and past due freight charges as a pre-condition for releasing any shipment(s) to consignee. Customer unconditionally, absolutely and irrevocably guarantees and promises to pay Clock Freight, or order on demand, in lawful money of the United States, and all indebtedness and/or obligations of Clock Freight. Customer agrees to pay all attorney's fees and all other costs and out-of-pocket expenses which may be incurred by Clock Freight in the enforcement of this guarantee. If amount due is not paid within said period, a delinquency charge of 1 ½% per month of the delinquent balance shall be added to the sum due.
3. In the event the Account becomes delinquent and is turned over for collections, Customer agrees to pay all reasonable attorneys' and collectors' fees, plus all attendant collection/court costs. Clock Freight does not employ brokers or intermediaries to collect freight charges. Payment of freight charges to any entity other than Clock Freight will not discharge the payment obligation of the Customer.
4. Customer agrees to notify Clock Freight by certified mail of any changes in ownership of Customer and further agrees to be liable for all losses incurred because of failure to comply with said notifications.
5. Customer authorizes Clock Freight to investigate all credit history, bank references and any other information required to process this application and as it deems necessary in the future.
6. This agreement incorporates by reference Clock Freight's rates and service conditions and sets forth the full and complete duties and obligations of Clock Freight with respect to the Customer and beneficial owners of the subject shipment(s).
7. Clock Freight will undertake to deliver the lading described on Customer's bill of lading as well as on the Customer's alert and a higher valuation paid for, the Customer hereby releases the property to a value of fifty cents (\$0.50) per pound, subject to a \$ 50.00 maximum.
8. Where the shipments have declared values, Clock Freight's liability for shortage or damage shall be prorated by weight when part of the shipment is lost or damaged. Otherwise, Clock Freight's liability shall be determined by multiplying the weight of the lost or damaged article by fifty cents (\$0.50) per pound. All claims shall be notified in writing within three (3) months and filed within nine (9) months of pick-up or shall be barred. The parties agree that claims will be presented and adjusted in accordance with the guidelines established by the Interstate Commerce Commission and successor agencies and set forth at 49CFR1005.ICC administrative Rulings 65 and 128 shall apply. Unless otherwise agreed to in writing, the maximum liability for shortage or physical damage shall be fifty cents (\$0.50) per pound. If the declared value of the shipment shown on the Customer's bill of lading and shipment alert exceeds fifty (\$0.50) per pound, an insurance surcharge of sixty cents (\$0.60) per One Hundred Dollars (\$100.00), or portion thereof, excess value shall be assessed. Neither Clock Freight nor the subcontractor (s) retained by it shall be liable for damages more than \$10,000 ten thousand dollars per shipment, regardless of the value declared. Customer understands and agrees that the rates do not include insurance or other compensation for the loss other than as expressly provided herein and limited hereby. Accordingly, Customer agrees that in the event it desires coverage for loss, it will obtain insurance, and that said will contain a waiver of subrogation clause waiving any subrogation rights for and on behalf of such insurance carrier. In the event Customer falls to obtain a waiver of subrogation, Customer will defend, indemnify and hold harmless Clock Freight and any subcontractor retained by it with respect to claims made by Customer or third parties acting as subrogates of Customer. Clock Freight shall not be liable for damage caused by force majeure, Act of God, or the inherent vice of the shipment. Temperature controlled service is not provided.

Officer, Owner or Partner Signature: _____ Date: _____

Company Name: _____ Print Signature Name: _____

TRADE References:

Company Name: _____

Contact Name: _____

Email: _____

Phone: _____ EXT: _____

Address: _____

City: _____ State: _____ Zip: _____

TRADE References:

Company Name: _____

Contact Name: _____

Email: _____

Phone: _____ EXT: _____

Address: _____

City: _____ State: _____ Zip: _____

PLEASE NOTE:

Our terms are 30 days

There is a 1.5% charge on your balance due over 35 days

Please pay promptly to avoid late fees

DS CARGO INC DBA CLOCK FREIGHT may place a lien on debtors to secure payment of unpaid freight and other transportation related charges.

Signature _____ Date _____

In the case of Partnership or Proprietorship, receipt of this form is our authorization to perform a required credit reference checks on the business principal(s):