

BENCHMARK WORLDWIDE TRANSPORT, INC.

P.O. Box 672406
Houston, Texas 77267

CREDIT APPLICATION AND CHARGE AGREEMENT

DATE _____ APPLICANT _____

For the purposes of obtaining credit from time to time from **Benchmark Worldwide Transport, Inc.**, Applicant agrees as follows:

1. Applicant represents that the information supplied herein is in all respects complete, accurate and truthful. Applicant agrees to notify Benchmark Worldwide Transport, Inc. promptly, in writing, of any changes in the information provided.
2. Applicant agrees to pay in full (without deduction or setoff) to the order of Benchmark Worldwide Transport, Inc., P.O. Box 672406, Houston, Texas 77267, at its offices, for services rendered, on or before the earlier of the 10th day of the month following the month of billing or the due date stated on each billing. Any amounts not paid when due shall bear interest thereon at a rate equal to lesser of eighteen (18%) percent per annum (1-1/2% per month) or the highest rate of interest allowed by law computed from the billing date to the date of payment.
3. The terms of this agreement, including the rate of interest to be charged, are subject to revision by written notice from Benchmark Worldwide Transport effective on the day of receipt. **THIS AGREEMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS.**
4. If Applicant's account is placed or given to an attorney for collection, Applicant shall pay the expenses of collection and attempted collection, court costs and reasonable attorney's fees in addition to other amounts due.
5. The failure of Benchmark Worldwide Transport to charge interest on Applicant's account or pursue any other remedy available to it shall not constitute a continuing waiver.
6. The acceptance of this application by Benchmark Worldwide Transport does not constitute an agreement to extend credit to Applicant or to provide services to Applicant. Each such determination shall be made at the time of delivery of freight for shipping.
7. Applicant hereby submits to the jurisdiction of the state courts of Texas and agrees that venue for any action arising under this application or by virtue of the provision of services (including the transport of freight) shall reside in Harris County. Applicant hereby irrevocably appoints each of (a) any individual signing this application and (b) the Secretary of State of the State of Texas as its agent for service of process. Benchmark Worldwide Transport agrees to mail to Applicant's last known address any such service of process.
8. In the event Applicant or any affiliate of Applicant (i.e. a company or other entity under common control) defaults in the payment of any sums due Benchmark Worldwide Transport, all other amounts due from Applicant or any affiliate shall be immediately due and payable, including any amounts due for freight in transit. Also in the event of such default, to the extent allowed under applicable law, Benchmark Worldwide Transport is hereby authorized by Applicant to take possession of any freight then being shipped by Applicant and hold the same until payment is made, with all the rights of a secured party under the Uniform Commercial Code of the State of Texas.
9. Applicant agrees that Benchmark Worldwide Transport may setoff against monies due it from Applicant or any affiliate any monies owed by Benchmark Worldwide Transport to Applicant or any affiliate.
10. If any one or more of the above terms is invalid, illegal or unenforceable in any respect, such terms shall be waived, and the validity, legality and enforceability of the remaining terms shall not be affected.

APPLICANT DATA

Name of Business _____

Location of Business _____
Street Address P.O. Box City, State Zip Code

Home Office _____
Street Address P.O. Box City, State Zip Code

Please Mail all Billing To _____
Street Address P.O. Box City, State Zip Code

Applicant Operates as _____
State Type of Business

Applicant Has Been In Business Since _____

Applicant's Telephone Numbers _____
Local Office Home Office

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Applicant's Business is A: Corporation () State of Incorporation () Partnership () Proprietorship ()

State approximate amount of credit required each month \$ _____

NAME OF PRINCIPALS: Owners, Officers, Partners

NAME TITLE HOME ADDRESS HOME PHONE DRIVERS LIC NO. (STATE)

BANK REFERENCES

BANK'S NAME ACCOUNT NO. AND NAME CITY AND STATE BANK OFFICER

TRADE OR SUPPLIER CREDIT REFERENCES

NAME ADDRESS CITY AND STATE PHONE NO. PERSON TO CONTACT

OTHER PERSONAL CREDIT REFERENCES:

Financial Statements are attached for the applicant () Date _____

Financial Statements are attached for the principals () Date _____

Applicant requires purchase orders: YES () NO ()

Authorized persons to sign purchase orders are as follows:

Name: _____ Name: _____
Please Print Please Print

Name: _____ Name: _____
Please Print Please Print

Special Billing Requirements of applicant:

I hereby certify that I am authorized to sign and submit this application for and in behalf of the applicant.
Signed this _____ day of _____ 20_____ .

Signature _____ Title _____
(Owner, Officer, Partner)

Please PRINT or TYPE

NAME HERE _____

This space for use by Benchmark Worldwide Transport, Inc.

Customer Account Number assigned to applicant _____

Sales manager recommending approval signature _____

Date submitted to credit department _____ Reviewed data date _____

Account Approved For \$ _____ Date _____

Signed by Credit Manager _____ Date _____

Other Comments _____

Rider B

On behalf of Applicant, the undersigned hereby warrants that the above information is true, correct and complete agrees to the foregoing terms and conditions.

APPLICANT _____ BY _____

Print Name and Title _____

Dated _____

GUARANTEE

The undersigned hereby guarantees the due payment by Applicant of all sums that may be owed, now or in the future, to Benchmark Worldwide Transport, Inc. that arise out of the extension of credit pursuant to this application. The undersigned agrees that this is a continuing guarantee, and no notice of the indebtedness currently due or extended in the future need be given. The undersigned agrees that the terms of the credit may be extended, renewed or otherwise modified without notice to Guarantor and without affecting this guarantee.

GUARANTOR: _____ BY: _____

Print Name and Title _____

Dated: _____

RIDER C

I have added a guarantee to be used where appropriate. In addition, when you have concern whether the person signing the application is duly authorized, we should demand additional support for this authority such as board or partnership resolutions. The form itself should not be used as a checklist, but rather as a tool for researching further information about the shipper. Essentially, what counts most is our knowledge about the shipper and its business.