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CREDIT APPLICATION

Name of Customer (Legal Name)		EIN/SSN	
Trade Name			
Mailing address		City	State Zip
Shipping Address		City	State Zip
Phone Number		Fax Number	
Contact Person - Position		DUNS #	

BUSINESS FACTS

Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
Other form of business:			
Formed/Incorporated under state laws of:			
Date of formation, incorporation or partnership:			
Is business a subsidiary or franchise? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If YES, name a parent or a franchisor:			
It's address:			
Length of time of present ownership: _____ Years _____ Months			
Previous customer? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If YES, under what name? _____ Location? _____			

BANKING

Name of Account Holder	Account Number	Bank Officer
Bank Name	Phone Number	
Mailing Address	City	State Zip
Name of Account Holder	Account Number	Bank Officer
Bank Name	Phone Number	
Mailing Address	City	State Zip

TRADE REFERENCES

Name	Address	Phone Number
1		
2		
3		

CREDIT AGREEMENT

As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. Any misrepresentation in this Agreement will be considered evidence of fraud, since this information is the basis for the extension of credit. In consideration for the extension of credit, said business promises to pay International Logistics Express, Inc. for all services within the terms agreed upon. In the event that any third parties are employed to collect any outstanding monies owed said business, the undersigned agrees to pay reasonable collection costs, including all legal fees, whether or not litigation has commenced, and all cost of litigation incurred. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified. Undersigned hereby authorized International Logistics Express, Inc. to obtain such credit information as may be required to conduct a credit investigation.

Name of Business:	
Address:	
City, State, Zip:	
Print Name:	Title:
Signature:	

Terms and Conditions

In consideration for the granting of Credit to Applicant for services provided by International Logistics Express, Inc., ILE Global, LLC hereinafter referred to as ILE, and/or any of their affiliates & vendors, Applicant agrees to be unconditionally responsible for all charges for services as well as other charges for which Credit has been extended pursuant to this Agreement.

Applicant agrees that, in extending Credit hereunder, ILE is relying upon Applicant's credit standing and upon ILE's lien on the Goods (as herein defined).

The term "Prepaid" does not mean that freight and related charges have actually been paid, and if, for any reason, the Shipper fails to pay such promptly, ILE shall also seek payment from consignee or the beneficial owner of the Goods. The term "Collect" indicates only that ILE agrees in the first instance to seek payment of freight and related charges from consignee prior to release of the Goods at the port of destination and if, for any reason, consignee fails to pay such promptly, ILE shall also seek payment from Shipper or the beneficial owner of the Goods. Applicant shall be absolutely and unconditionally responsible for payment to ILE of all charges for ILE's services, and other charges due to ILE at its own risk, and in the event an Agent converts such funds to its own use or for any other reason fails to pay them to ILE, Applicant shall remain absolutely and unconditionally liable to ILE for the payment of such amounts due and owing ILE for its services, and other charges. In no event shall any demand by ILE upon such Agent or Agents for payment of such amounts due and owing ILE constitute a waiver or an estoppel of ILE's right to enforce Applicant's undertaking herein.

Notwithstanding the actual pick-up or delivery date of any shipment, Applicant shall pay all charges and within thirty (30) days (Credit Period) after date of invoice. All charges shall be paid in full on or before the end of the Credit Period without discount or setoff of any kind in accordance with the credit terms.

Applicant understands and agrees that, to the extent applicable at law and not in conflict with a governing private contract or tariff and/or service contract terms and conditions between ILE and Applicant covering the same subject matter, this Agreement shall be governed by and construed in accordance with the laws of the United States of America, State of New York, and Applicant agrees that any suit arising out of or relating to this Agreement shall be brought in a New York Court located in Nassau County, and, that once brought, the court shall have exclusive jurisdiction to hear such disputes hereunder, including but not limited to any disputes relating to any invoices & charges payable to ILE for its services provided. In the event Applicant is delinquent in payment of freight and other charges, Applicant shall bear all costs of collections plus liquidated damages of twenty-five (25) percent of any invoices as a reasonable estimate of ILE's damages which are at this time difficult to ascertain and, not as a penalty, whether suit is brought for such delinquency or a collection agent is employed. Applicant agrees that the shipper, consignee, holder of any applicable bills of lading, and owner of any applicable goods and their principals, shall be jointly and severally liable to ILE for the payment of all freight, demurrage, general average and other charges due ILE. ILE shall also have a lien on any goods in ILE's possession or control for any charges payable to ILE under this Agreement and for all previously unsatisfied debts due to ILE by the Shipper, consignee, or owner of the Goods. Where permitted by law, ILE's lien shall cover any charges payable to ILE by Applicant under any other agreement or bill of lading between ILE and Applicant. ILE shall have the right to sell the goods by public auction or private treaty without notice to Applicant, and Applicant shall remain responsible for payment of such sums due. Payment of ocean freight and charges to an Agent or anyone other than ILE or its authorized agent shall not be deemed payment to ILE and shall be made at payer's sole risk. ILE shall set the Applicant's Credit limit. Applicant shall not exceed ILE's Credit limit without ILE's permission and ILE shall be under no obligation to permit charges in excess of then current Credit limit. ILE may waive Credit limits, payment due dates, or any other provision of this Agreement, but any such waiver (even if repeated) shall apply only to the provision waived and only to those occasions on which the waiver is granted, and shall not establish a course of dealing or constitute a waiver of any other term or condition or of performance on any other occasion. In the exercise of its absolute discretion, ILE may deny Credit under this Application and Agreement or it may, after extending Credit pursuant to this Application, cancel such Credit with respect to future services or shipments of Goods for any reason upon Notice to Applicant. The cancellation of Credit shall not impair ILE's right to collect payment for all services and other charges for which Credit has previously been extended in accordance with the terms of this Agreement.

Personal Guaranty of Payment. For value received, the undersigned (who, if two or more in number, shall be jointly and severally liable hereunder) hereby unconditionally personally guarantee(s) the payment of any monies due under this agreement, and all expenses (including collection cost and fees, reasonable attorney's fees and legal expenses) incurred in the collection thereof, the enforcement rights under any security thereof and the enforcement hereof, and waive(s) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and agrees(s) that ILE may from time to time extend or renew said agreement for any period (whether or not longer than the original period of said agreement) and grant any releases, compromises or indulgences with respect to said agreement or any extension or renewal thereof or any security thereof or to any party liable there under or hereunder, all without notice to or consent of any of the undersigned and without affecting the liability of the undersigned hereunder.

In this Agreement, "**ILE**" means ILE and other affiliated companies and each of their officers, directors, employees, agents, contractors or assigns; "**Applicant**" means the natural person or legal entity signing this Agreement and any of their partners or affiliates that ILE has permitted in writing to receive Credit hereunder; "**Agent**" means a third party logistics provider or any other person or entity acting for or on behalf of Applicant relating to any and all transactions in connection with this Agreement or in connection with any services provided by ILE pursuant to any other agreement entered into by ILE in reliance on this Agreement; "**Shipper**" means, collectively, the natural person or entity named as such in any applicable bill of lading, the consignor, the consignee, the beneficial owner of the Goods, the holder of the bill of lading and the natural person or legal entity for whose account the Goods are shipped or other services are provided by ILE, which person or entity may be Applicant; "**Credit**" means the value program established for the Applicant pursuant to the terms of this Application and Agreement; "Account" means an account opened pursuant to this Agreement that ILE may bill directly or through an Agent to the Applicant; and "**Goods**" means the cargo/commodity accepted from Shipper whether supplied by ILE or not. The information on the attached Credit Application and Agreement is provided for the purpose of inducing ILE to extend Credit to Applicant and Applicant warrants such to be true and correct as of the date hereof. In the event Applicant is merely the Shipper or an Agent and otherwise not the beneficial owner of the Goods for which ILE will be providing services, Applicant hereby expressly represents that it is authorized to make and does make this Agreement for and on behalf of the owner of said Goods subject to each and all of these terms and conditions and agrees that both the Applicant and the owner of the Goods are bound jointly and severally by these conditions. Applicant hereby authorizes ILE to investigate all bank and trade references and to verify the information provided. Notwithstanding ILE's continuing right to investigate and verify the bank and trade references and information provided, Applicant is under the affirmative obligation to promptly notify ILE of any material change in its financial condition or, to the extent applicable, the financial condition of the beneficial owner of the Goods for which Applicant may be acting as Agent, and failure to so notify ILE shall be construed as a material breach of this Agreement and a misrepresentation of material fact intended to induce ILE to extend Credit to Applicant. In the event Applicant is an Agent, Applicant shall immediately notify ILE in the event of any change in the status of its license and/or bond and failure to so notify may result in the suspension or revocation of Credit. This Agreement shall become effective as of the date accepted by ILE.

Accepted By: Print Name: _____

Signature: _____

Title: _____

Date: _____