



General Freight, Warehousing, Storage & Distribution  
 A Carrier **You Can** Depend On!

**Non Stop Transportation Inc.**  
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 nonstoptransportation.com  
 Toll Free: (877) 312-9311  
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**CREDIT APPLICATION WITH TERMS AND CONDITIONS**

<b>Customer</b>				
Company Name			Federal Tax I.D. No.	
DBA			Dun & Bradstreet#:	
Company Address				
Billing/Mailing Address				
Primary Contact			Title	
Phone		Fax		Email
Business Type (Check one) <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Government <input type="checkbox"/> Franchise				
Nature of Business				
Years in Business	Annual Revenue	Monthly Freight Expense	Estimated Business Volume (loads/day):	Credit Amount Requested
Remittance Via (Check one) <input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Credit Card <input type="checkbox"/> C.O.D (Check) <input type="checkbox"/> C.O.D (Credit Card)				
Company Owner	Owner SSN	Owners Bank	Branch	
Company President	Managing Officer		Other Managing Officer	Parent/ Sister Company?
Has the Company ever filed for bankruptcy?			Has the owner of the Company ever filed for bankruptcy?	
<b>Accounts Payable (Billing) Contact</b>				
Name			Phone	EXT
Email			Fax	
<b>Bank Information/References</b>				
Name	Branch	Contact	Phone	
Fax	Address		Account Number(s) (Checking and Savings)	
<b>Business/Trade References</b>				
Name			Contact	
Address			Phone	
Name			Contact	
Address			Phone	
Name			Contact	
Address			Phone	

**Thank you for choosing Non Stop Transportation Inc. Our company's goal is to provide the best service to our customers.**

## Terms and Conditions

**Non Stop Transportation, Inc. ("Carrier"), is licensed in the U.S. as a motor carrier under MC-681312; DOT-1893073; CA-406597.**

**Credit Agreement.** Customer desires to obtain business credit on open account and unless otherwise governed by a separate written agreement between Carrier and Customer, by execution of this Credit Application – Terms and Conditions ("Agreement"), Customer agrees to be unconditionally liable for all charges to the account. Customer expressly acknowledges it has received, read, understands and agrees to the terms and conditions of this Agreement and acknowledges the language in this Agreement has not been altered. For the purpose of establishing credit, Customer is authorizing its bank, any credit reporting agencies, any other financial institutions and any other creditors to release credit and financial information to Carrier and hereby expressly waives any rights to privacy or confidentiality concerning such information as may be provided under any federal, provincial, territorial or state statute.

Carrier, at its sole discretion, determines whether to extend a credit to the customer or not. If the Carrier decides to extend credit to the Customer, Customer shall be bound by the terms of this Agreement and shall pay all the invoices issued by the Carrier in accordance with this Agreement. At its sole discretion, Carrier may decrease the amount of credit extended to the Customer or withdraw the credit or terminate this Agreement anytime.

Current financial statements, trade, and bank references may be required with this application or at a later time if deemed necessary by credit risk to make a decision regarding credit availability. Security instruments or deposits may be required with this application or at a later time if deemed necessary by credit risk to make credit available to the Customer.

**Warranties and Representations.** Customer represents and warrants that it has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations under this Agreement. Customer is an entity in good standing and has all the required licenses and permits to conduct the business contemplated in this Agreement. Customer's entering into this Agreement and its performance of this Agreement do not and will not conflict with or result in any breach or default under any other agreement to which Customer is subject. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate actions. Customer warrants under penalty of perjury that the information contained in this application and any attachment is true, correct and complete. Customer shall promptly notify Carrier of any subsequent changes which would affect the accuracy of any information provided. By signing this Agreement, Customer's authorized representative agrees to serve as a personal guarantor for all the obligations that the Customer has under this Agreement.

**Payment.** Customer agrees to pay Carrier for all charges, fees and costs any authorized person incurs on Customer's account within 15 days from date of Carrier's invoice. If an invoice is not paid in full before or on the due date, account will be past due, and a late fee shall be charged on the account. Customer shall also be liable for an interest on an unpaid invoice at the rate of 1.5% per month or at the highest rate of interest permitted by applicable law, whichever is less. If there are multiple late payments, Carrier may reduce Customer's credit line and/or terminate Customer's credit terms. It is Carrier's policy to report any delinquent accounts to the 3 major credit bureaus.

**Cargo Liability.** Cargo liability and claims processing will be governed by 49 U.S.C. 14706 and 49 C.F.R. 370, respectively. Cargo liability is limited to actual loss or damage of cargo, minus salvage value, not to exceed \$100,000.00 per shipment. In the event Customer gives advance written notice of a higher value load, then cargo liability will be limited to declared higher value. In no event shall Carrier be liable to Customer for any special, incidental, punitive, exemplary or consequential damages that relate to loss, damage or delay to a shipment.

**Independent Contractor.** Carrier's relationship to Customer is that of independent contractor and no act or omission of Carrier or Customer will be construed to create any principal/agent, employer/employee, partnership, franchise or joint venture relationship between them.

**Indemnification by Customer.** Customer shall indemnify, defend and hold Carrier, its affiliated companies, its employees and agents harmless from and against all claims caused by and resulting from (i) the negligence or willful misconduct of Customer, its employees, or agents; (ii) the inherent vice or nature of the commodities being transported, including but not limited to, any and all product liability claims related to such commodities; (iii) the violation of any applicable law or regulation by Customer or its employees or agents.

**Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction.

**Forum for Disputes.** Any dispute arising from this Agreement shall be litigated in the Superior Court of California for the County of Los Angeles.

**Attorney's Fees.** If Carrier commences any action or actions to enforce this agreement against Customer or any guarantor, Customer and/or guarantor shall be liable for any and all legal, attorney, court, and/or collection agency costs incurred by Carrier in enforcing this Agreement.

### Principal or Authorized Representative of Customer

<i>Name</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>

### Non Stop Transportation Inc.

<i>Reviewed By</i>	<i>Date</i>
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<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Disapproved</b>	<i>Approved Up To</i>	<i>Account#</i>	<i>Terms</i> <b>Net-15</b>
<i>Disapproved</i>				

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