



## Customer Credit Application and Agreement

Type or Print Legibly

LEGAL COMPANY NAME	FEDERAL ID# (SOCIAL SECURITY # IF PROPRIETORSHIP)
BILLING ADDRESS	PHYSICAL ADDRESS (REQUIRED)
CITY                      STATE                      ZIP                      County	CITY                      STATE                      ZIP                      County
Phone                      Ext.                      Fax (   )                      (   )                      (   )	Phone                      Ext.                      Fax (   )                      (   )                      (   )
DBA	Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Is Partnership an LP or an LLP? Yes <input type="checkbox"/> No <input type="checkbox"/>

Should we charge you sales tax?    Yes     No     (If no, furnish resale certificate, tax will be charged until certificate received)

Estimated monthly purchases    \$ \_\_\_\_\_    Credit line requested    \_\_\_\_\_

Year business established    \_\_\_\_\_    How long under current management?    \_\_\_\_\_

Accounts payable contact name    \_\_\_\_\_    Title    \_\_\_\_\_

Accounts payable fax    \_\_\_\_\_    Accounts payable e-mail    \_\_\_\_\_

***PRINCIPALS/OFFICERS:***

NAME	TITLE	SOCIAL SECURITY #
_____	_____	_____
HOME ADDRESS	CITY	STATE      ZIP
_____	_____	_____
NAME	TITLE	SOCIAL SECURITY #
_____	_____	_____
HOME ADDRESS	CITY	STATE      ZIP
_____	_____	_____
NAME	TITLE	SOCIAL SECURITY #
_____	_____	_____
HOME ADDRESS	CITY	STATE      ZIP
_____	_____	_____

***BANK INFORMATION:***

BANK NAME	ACCT. NO	CONTACT PERSON
_____	_____	_____
ADDRESS	CITY	STATE      ZIP
_____	_____	_____

***TRADE/SUPPLIER REFERENCES:***

(Minimum of three)

Company Name	Address	City	State	Fax Number	Telephone Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Applicant authorizes High Street Logistics, Inc. to contact the bank and references named above, and Applicant also authorizes the bank and references to release information to High Street Logistics, Inc. Applicant further authorizes High Street Logistics, Inc. to make any inquiries and to obtain any credit reports it deems necessary pertaining to credit and financial responsibility. The person executing this Credit Application & Agreement is authorized to do so and all statements contained in this agreement and any attachments or addendums thereto are true and correct. **Please initial \_\_\_\_\_**

---

**TERMS AND CONDITIONS WAIVER AGREEMENT**

In order to facilitate the processing of orders received from customers, High Street Logistics, Inc. (“Seller”) has adopted standard terms and conditions upon which it will sell its products. These “Terms and Conditions of Sale” are attached as page three of this application. So that Seller can always handle your order with the speed and efficiency that it deserves, Seller requires that you buy products from Seller under the standard Seller Terms and Conditions of Sale only. Please read them carefully and note your assent thereto by signing the appropriate space below. You may terminate this agreement by sending thirty days’ written notice to Seller (via certified mail) of your intention to do so.

**No battle of the forms or additional or inconsistent terms:** From time to time, you may issue a formal purchase order to Seller containing certain terms and conditions which are in addition to or inconsistent with Seller’s Terms and Conditions of Sale. Please be advised that any additional or different terms in your purchase order or other documents submitted to Seller are hereby deemed to be material alterations and you are hereby notified that Seller objects to them and rejects them, even if Seller shall so sign the purchase order or ship pursuant thereto.

---

**BUSINESS PURPOSE CREDIT**

Applicant hereby represents that all purchases made hereunder shall be solely for use by Applicant in its business, and that no credit extended by Seller shall be primarily for personal, family or household purposes. The terms of any privacy policy published by Seller, whether on an internet web site or otherwise, shall not apply to any transaction governed by these terms and conditions since Applicant has expressly notified Seller, pursuant to the preceding sentence, that the primary purpose for such transaction is not for personal, family or household purposes.

In the event of default in payment to Seller, Applicant agrees to indemnify Seller for all collection costs including but not limited to attorney fees and expenses, court costs, exhibit expenses, travel time and expenses, and witness fees and expenses, whether or not suit is filed, as incurred by or on behalf of Seller in the enforcement and collection of any obligation of Applicant to Seller.

**Limitation of Liability.** Seller’s liability to Applicant for damages caused by failure to deliver product on time or damage to products being delivered shall not exceed \$100. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES.**

---

Applicant understands that presentation of this application does not constitute an offer to sell by Seller. In signing this application, Applicant warrants the information provided to be true and correct and that the undersigned has read the Seller Terms and Conditions of Sale, and Applicant agrees to the Terms and Conditions as shown above.

---

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Name typed or printed \_\_\_\_\_ Title \_\_\_\_\_

**NOTE: A current fiscal Year End Balance Sheet and a Profit and Loss Statement must accompany this application on credit requests over \$100,000.00.**

---

**HIGH STREET LOGISTICS, INC.**  
**TERMS AND CONDITIONS OF SALE**

Seller shall sell its goods and services only on the express condition that the buyer agrees to the terms and conditions set forth herein. Any inconsistent or additional terms that may be embodied in any purchase order are hereby deemed to be material alterations and Seller objects to them and rejects them without further notification and notwithstanding any shipments, acceptance of payments or other acts of Seller. The buyer's acceptance and receipt of the goods or services shall constitute assent to these terms and conditions, and to no other inconsistent or additional terms.

**FORCE MAJEURE** – Deliveries may be suspended by either Seller or the buyer in the event of strike, fire, flood or other causes beyond the control of either party (a "Force Majeure Event"). A Force Majeure Event shall not, under any circumstance, excuse the failure of the buyer to make any payment when due.

**PAYMENT TERMS** - Unless otherwise agreed to in advance and in writing, the Applicant agrees to pay each invoice issued by Seller within twenty-one (21) days from the date of the invoice;

**BUYER'S CREDIT** – Seller reserves the right, among other remedies, to terminate or suspend further delivery against any order in the event the buyer fails to pay for any portion of the order when it becomes due. Should the buyer's financial condition become unsatisfactory to Seller in its sole discretion, or should Seller otherwise reasonably deem itself insecure, cash payments or satisfactory security may be required by Seller for future deliveries or for goods already delivered.

**TAXES** – Sales, use, consumption, storage or other taxes, if applicable, shall be paid by the buyer.

**ACCEPTANCE** – All orders are subject to Seller Credit and Sales Department approval and acceptance.

**WARRANTY; DISCLAIMER** – Seller warrants title to the goods. Further obligations of Seller shall be limited to its express written warranty covering the goods at time of shipment. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS, AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED.

**CLAIMS** – The Applicant hereby acknowledges that Seller is duly licensed as a broker of transportation by motor carrier and is not a motor carrier. If the Applicant incurs a loss or damage claim, the applicant agrees to make a timely claim against the carrier for such loss or damage and agrees not to offset all or any part of such claim against any amounts due to Seller. In no event shall Seller be responsible for indirect, incidental, punitive, exemplary, special or consequential damages, nor will the liability of Seller exceed the price charged by Seller for the shipment or \$100, whichever is less.

**CASH DISCOUNT AND PAYMENT TERMS** – Unless otherwise specified, and provided the account is current, a two percent (2%) cash discount will be allowed if paid within fifteen (15) days after invoice date. Payment is due twenty-one (21) days after invoice date. All past due accounts may be subject to a service charge of up to one and one-half percent (1.5%) per month or, if less, the maximum rate permitted by applicable law. If the applicant breaches any term of this agreement including the payment of moneys due pursuant to this Agreement, Applicant shall pay all costs incurred by Seller in enforcing the terms of this Agreement including, but not limited to, reasonable attorney's fees, whether or not legal proceedings are commenced.

**MISCELLANEOUS** – ALL SALES CONTRACTS SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, and venue for all disputes shall be in San Luis Obispo County, California. The Buyer expressly waives the right to a jury trial. The terms and conditions stated herein constitute the full understanding between Seller and the buyer, and no terms, conditions, understanding or agreement purporting to modify or vary these terms shall be binding unless hereafter made in writing and signed by an officer of Seller and an authorized representative of the buyer.

**DISCLAIMER OF WARRANTIES.** ALL SERVICES PROVIDED BY SELLER ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SELLER DOES NOT WARRANT THAT THE WORK PERFORMED BY SELLER OR ITS SUBCONTRACTORS WILL BE UNINTERRUPTED OR ERROR-FREE. THE SELLER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ITS SERVICES. YOU (THE APPLICANT) ASSUME ALL RISK AND THE ENTIRE COST OF ALL NECESSARY SERVICE, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL SELLER BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF SERVICES PROVIDED TO APPLICANT BY SELLER, EVEN IF SELLER OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

HOWEVER, IN NO EVENT WILL SELLER'S TOTAL LIABILITY TO APPLICANT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100 USD).

**NOTE: Please retain for your records**