

IMPACT
Transportation
Credit application

300 A AVENUE
ALAMEDA, CA. 94501
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NAME OF BUSSINESS: _____
STREET ADDRESS: _____ CITY: _____ STATE _____ ZIP: _____
TELEPHONE NO.: () _____ FAXNO. : () _____
BILL TO ADDRESS (IF DIFFERENT) _____
FORM OF BUSSINESS: CORPORATION ☐ PARTNERSHIP ☐ SOLE PROP ☐ OTHER ☐
TYPE OF BUSSINESS: CUSTOM BROKER ☐ FORWARDER ☐ CONSOLIDATOR ☐ NVOCC ☐
NVOCC BOND NO.: _____ NAME OF SURETY: _____
TIME IN THIS BUSSINESS: _____ FED. I.D. NO.: _____
AMOUNT OF CREDIT DESIRED MONTHLY: \$ _____ REF. NO. REQUIRED: YES ☐ NO ☐
BANK NAME / ADDRESS: _____
BANK TELEPHONE NO.: () _____ NAME OF CONTACT: _____
ACCOUNT NAME: _____ ACCOUNT NO.: _____

BUSSINESS REFERENCE:

Please give full name address, etc. of those you buy from on OPEN ACCOUNT. Please NO credit or department stores.

COMPANY NAME	ADDRESS / CITY / STATE / ZIP	ACCT NO	FAX NO
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

By signing this application, we agree to pay for all services within 15 days of the invoice date. Impact Transportation LLC. is authorized to contact all references listed above, including our bank. It is understood that any information so obtained will be used solely for evaluating our credit-worthiness. Furthermore, by signing this application we agree to pay Impact Transportation LLC., in addition to all charges for services rendered, all cost of collection and reasonable attorney's fees incurred by Impact Transportation LLC., whether or not legal action is filed.

SIGNED: _____ DATE: _____
TYPED / PRINT NAME: _____ TITLE: _____

****15 DAYS*** MAX \$2000

AGREEMENT TO TERMS AND CONDITIONS OF SERVICE

On our own behalf and on behalf of the owner, shipper, consignee and any other party with an interest in goods which are delivered to or deposited with Impact Transportation LLC, we hereby acknowledge receipt of and agree to be bound by the Terms and Conditions of Service attached hereto.

SIGNED: _____ DATE: _____
TYPED / PRINT NAME: _____ TITLE: _____

TERMS AND CONDITIONS OF SERVICE

The Terms and Conditions of Service set forth below shall apply to all services performed by Impact Transportation LLC. ("Impact Transportation") and shall constitute a binding contract between Impact Transportation and the Customers, Shippers, Third Parties and Consignees to or for whom it provides services.

1. Definitions

- (a) "Impact Transportation LLC" means Impact Transportation, its subsidiaries, related companies, shareholders, employees, agents and/or representatives.
- (b) "Customer" means the Customs Brokers and any other persons to or for whom Impact Transportation provides services and to its (or his or her) agents and employees.
- (c) "Shipper" means the person named as the "shipper" in any shipper's instructions, receipt, truck tag, delivery order, bill of lading or other document which concerns the goods tendered to Impact Transportation for handling and/or storage, and any and all agents and/or representatives of the Shipper, including, but not limited to, secured parties, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, Customs Brokers and consignees.
- (d) "Third Party" means any person or entity which asks Impact Transportation to send it bills for services performed on behalf of another person or entity, including the owner of the goods, the shipper, and the consignee.
- (e) "Consignee" means the person named as the "consignee" on any shipper's instructions, receipt, truck tag, delivery order, bill of lading or other document, as well as the owner of the Goods and any and all other person who may be lawfully entitled to possession of the goods tendered to Impact Transportation.
- (f) "Goods" means articles of every kind or description, including their packaging, containers, or other shipping units or materials as identified on the face of any shipper's instructions, receipt, truck tag, bill of lading or other document which concerns the goods tendered to Impact Transportation.

2. Responsibilities of Impact Transportation

Impact Transportation acts only as a contractor for the Customer, Shipper, Third Party and Consignee in connection with the handling and/or storage of the Goods tendered to it and does not assume liability as a carrier. Impact Transportation assumes only the obligation to use reasonable care in the handling and/or storage of goods for its customers.

All claims which arise from the acts or conduct of a person or firm other than Impact Transportation shall be brought solely against such person or firm. Impact Transportation shall reasonably cooperate with the Customer, Shipper, Third Party and Consignee in connection with any such claims. Customer, Shipper, Third Party and Consignee agree, jointly and severally, to pay any charges or costs incurred by Impact Transportation in doing so.

3. Customer/Shipper/Consignee Warranties

Customer, Shipper, Third Party and Consignee, jointly and severally, warrant and represent as follows:

- (a) Customer is authorized to enter into this agreement, including without limitation the terms set forth herein which limit Impact Transportation's liability, on behalf of the Shipper, Third Party and Consignee and all other persons with an interest in the goods;
- (b) The amount and description of any Goods tendered to Impact Transportation for transportation, handling and/or storage as set forth on the face of any shipper's instructions, receipt, truck tag, delivery order, bill of lading or other document provided to Impact Transportation is accurate;
- (c) The goods tendered for handling and/or storage are not "unacceptable goods" as described in paragraphs 4(a) through 4(h) below;
- (d) The Goods have been properly packed, marked and secured to ensure safe transportation, handling, storage and/or delivery with ordinary care;

Any shipping container or unit not provided by Impact Transportation is physically suitable, sound and structurally adequate to contain and support the Goods