

Pacific Harbor Express LLC

CREDIT CONTRACT AND APPLICATION

NAME OF CREDIT APPLICANT			
Street Address	City, State	Zip Code	Phone
Billing Address	City, State	Zip Code	Phone
BUSINESS INFORMATION			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual
Nature of Operations		Taxpayer Identification Number	
Year Established	At Present Location Since	Dun & Bradstreet Number	
Annual Sales	Terms of Payment (15, 20, 30 days)	Credit Requested \$	
List All Owners, Members, Partners, or Officers			
Name		Title	
Name		Title	
Name		Title	
REFERENCES (Provide names of companies from which you buy goods or services on open account)			
Name		Phone	E-mail
Name		Phone	E-mail
Name		Phone	E-mail
Bank Name	Branch	Contact Person Name	
Anticipated Number of Shipments Per Month			
Name of Accounts Payable Contact-Person		Phone	E-mail

Unless Pacific Harbor Express LLC and its subsidiaries, related companies, agents, or representatives (collectively, "PHE") otherwise agree in writing, each invoice is due upon receipt. Past-due invoices are subject to an interest charge of 1.5 percent per month. PHE will apply payments on past-due invoices first against such accrued interest and second against the underlying past-due balances. Regardless of the credit arrangement between PHE and the above credit applicant ("Applicant"), PHE reserves the right to modify Applicant's status without prior notice. Where PHE agrees to extend credit, Applicant agrees to pay according to the terms of this Credit Contract and Application ("Contract"). Applicant states that as of the date of this Contract, Applicant is solvent, under generally accepted accounting principles. Applicant agrees its preceding statement as to solvency is ongoing and Applicant further agrees that it shall report any material change in financial information or solvency to PHE by facsimile or e-mail within 24 hours of learning of such material change.

Copies of PHE's terms and conditions of contract are available at <https://pacificharborex.com/import-documents/>. By signing this Contract, Applicant expressly states that it has accessed online or received, and read, understood, and accepted each set of PHE's terms and conditions of contract that may apply as to Applicant. Applicant understands and agrees that each set of applicable terms and conditions of contract contains a contractual limitation of PHE's liability and that Applicant shall, in each instance, have the opportunity to choose between two or more levels of liability. Applicant understands and agrees that it shall have the option under each set of applicable terms and conditions of contract to ship or store goods and to pay (A) PHE's regular/lower rates for goods with limited value and a corresponding limited liability for PHE or (B) increased rates for goods not so limited in value and a corresponding increased level of liability for PHE. Applicant agrees to reimburse PHE for freight charges it has paid, without setoff. Applicant understands and agrees that all shipments are delivered conditionally and subject to the applicable specific and general liens stated in PHE's applicable terms and conditions of contract and under law, including under California Civil Code section 3051.5. PHE has the right to sell any property of Applicant in PHE's possession or control to recover any unpaid charges as to any other property of Applicant, which understands and agrees that PHE's general lien shall survive delivery.

I am an officer of Applicant with authority to sign this Contract on Applicant's behalf. I have read the Contract and I understand and agree to it. I affirm that all above information is correct and without omission of any material fact or circumstance that could bear upon Applicant's creditworthiness.

Signed _____ By _____ Date _____
 (Signature) (Name and title of person signing)