



FGN CREDIT APPLICATION

Email: info@fgn-net.com

Fax: 1-843-628-3522

CA Number: 00359	FGN Location: Charleston, SC
Submitter: Rob Parrish	Credit Limit: \$20,000
Payment Terms: 10 days from Invoice Date	Payment Method: ACH or Wire Transfer

CUSTOMER INFORMATION

Business Name:	Contact For Payment:
Address:	Billing Address for Freight (if different)
City:	Address:
Phone:	City: State: Zip:
E-mail:	E-mail:
Fax:	Fax:

Company Holding: Private Public D & B (Duns) Number:

Bank Reference

Name:	Account Number:
Address:	
City:	State: Zip:
Contact:	Phone: Fax:

Trade References (Please provide references of companies extending credit in the country where credit is being sought.)

Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Contact: _____ Phone: _____ Fax: _____	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Contact: _____ Phone: _____ Fax: _____
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Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Contact: _____ Phone: _____ Fax: _____	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Contact: _____ Phone: _____ Fax: _____
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Invoices must be paid on or before Invoice Due Date as agreed herein.



By signing this Credit Application ('Application'), the undersigned Applicant understands that it is applying for an extension of business credit by FGN GLOBAL LOGISTICS, INC. in connection with transportation brokerage or other transportation-related services, and that Applicant is entering into an FGN GLOBAL LOGISTICS, INC. Credit Account Agreement ("Agreement") with FGN GLOBAL LOGISTICS, INC. In this Agreement, the words "Applicant", "Customer", "you" and "your" mean each person, company, corporation or partnership whose application for the FGN GLOBAL LOGISTICS, INC. Credit Account ('Account') covered by this Application has been accepted. The words ["FGN GLOBAL LOGISTICS, INC.,"] "we", "us", and "our" mean FGN GLOBAL LOGISTICS, INC. A transportation agreement between the parties shall supersede the provisions herein to the extent inconsistent.

- 1. Default:** It is agreed that you will be in default if any of the following shall occur: (1) if you do not pay the balance when due, (2) if you breach any other terms of this Agreement, (3) if there has been a material misrepresentation or misstatement of fact in the Credit Account Application, financial statement(s) or other documents provided to FGN GLOBAL LOGISTICS, INC. in connection with the establishment of this Account, (4) if you (if an individual or sole proprietorship) should die or if you are a corporation then if a shareholder owning fifty percent (50%) or more of the outstanding shares of common stock should die, (5) if you become insolvent, (6) if a petition should be filed or any other proceeding by initiated under the Federal Bankruptcy Code or any state insolvency statute by or against you, (7) if a receiver should be appointed or writ or order of attachments, levy or garnishment should be issued against you or any of your property, asset; or income or (8) if FGN GLOBAL LOGISTICS, INC. should consider itself or any indebtedness due hereunder unsafe or not completely secure, or if FGN GLOBAL LOGISTICS, INC. should, in good faith, consider your prospects of repayment hereunder impaired. In any such event FGN GLOBAL LOGISTICS, INC. may demand the entire balance to be paid immediately, terminate the Account and as provided by law, commence any legal action for collection of the balance due. FGN GLOBAL LOGISTICS, INC. may also pursue any other legal action deemed necessary or appropriate with respect to the Account. You agree to pay all cost of collection including attorney's fees and costs.
- 2. Payment Application:** By authorizing FGN GLOBAL LOGISTICS, INC. to arrange for the transportation of any shipment, you agree that the following terms in this paragraph 2, and the terms in paragraph 3 below, shall be incorporated by reference into the load manifest or other document embodying the transportation brokerage or other service agreement between you and FGN GLOBAL LOGISTICS, INC. Unless you direct otherwise in writing with each remittance, payments will be applied against matching open items, or if not possible, against other open items. Any payment not applied within 18 months shall be refunded to Customer if FGN GLOBAL LOGISTICS, INC. determines that it is an overcharge or overpayment. Any unapplied payments not determined to be overcharges or overpayments within 18 months of receipt by FGN GLOBAL LOGISTICS, INC. will be applied as payments in fact of charges owing to FGN GLOBAL LOGISTICS, INC. for services rendered, but under accrued on its books.
- 3. Limitations on Filing of Claims:** Claims by Customer (including civil actions) for refund of or credit for overcharges, or for overpayments to FGN GLOBAL LOGISTICS, INC., must be made in writing within 18 months of payment. [Claims by FGN GLOBAL LOGISTICS, INC. for undercharges to or underpayment by Customer for services rendered shall be made in writing within 18 months alter the initial invoice to you (if any), otherwise, within 18 months of the date of the load manifest or other document in which you requested the involved services of FGN GLOBAL LOGISTICS, INC.]



4. **Credit Investigation and Disclosure:** FGN GLOBAL LOGISTICS, INC. has the right to investigate your credit and financial records, to verify your credit references and to report your performance of this Agreement to credit bureaus or other interested parties.
5. **Contract Subject to Approval of FGN GLOBAL LOGISTICS, INC. Credit Department:** This Agreement is subject to the approval of FGN GLOBAL LOGISTICS, INC. Credit Department.
6. **Cancellation:** Either party to this Agreement has the right to cancel this Agreement/Account at any time and for any reason as it relates to future purchases. You remain obligated to pay for any balance existing prior to cancellation and remain responsible for payment of all transportation services ordered by you before cancellation.
7. **Governing Law:** This Agreement will be governed by the law of the State South Carolina in the United States of America.
8. **Payment Terms:** Customer (shipper or any other similar designation) shall remit payment for invoices within 15 days of receipt. Interest at the rate of 5% per month shall accrue on unpaid balances. In such event Customer shall also be liable for the payment of storage, which may accrue.
9. **Collection Costs:** Customer shall be liable for all collection costs, if this account is turned over to an agent for collection. Such shall include the commission or fee to which the collection agent is entitled, together with an hourly or contingent fee, court costs and expenses including depositions, travel, and expert witness fees which may be incurred if a matter is referred to counsel. Customer shall also be liable for attorney's fees, court costs, deposition fees, travel costs and expert witness fees where a matter is referred directly to counsel for collection.
10. Unless Customer pays for cargo insurance, Customer acknowledges that FGN GLOBAL LOGISTICS, INC. is a transportation broker and that as such it is not liable for freight loss and damage.
11. Notwithstanding any other provision of this Agreement, neither party shall be liable for consequential, incidental, or indirect damages, regardless of the cause of action pleaded and even if the possibility of such damages is known in advance.

The undersigned has read and understands the terms and conditions of FGN GLOBAL LOGISTICS, INC. service and its extension of credit and has the authority on behalf of the Applicant to sign this Application.

Print Name:	Company Name:
Signature:	
Title:	Date: