



# CREDIT APPLICATION & AGREEMENT

(Please print all information clearly & legibly).

**Credit Limit Requested: \$**  
**Company Information**

|   |  |               |
|---|--|---------------|
| Company Name:   | Phone:   | Fax:          |
| Physical Address:   | City / State:  | Zip:          |
| Billing Address:  | City / State:  | Zip:          |
| Parent Company:   | City / State:  | Zip:          |
| Parent Address:   | City / State:  | Zip:          |
| Type of Business:   | E-mail:  | Website:      |
| Officer Name:   | Phone:   | E-mail:       |
| A/P Contact:  | Phone:   | E-mail:       |
| Dun & Bradstreet #:   | Years in Business:   | Stock Symbol: |
| <b>(Check One)</b> Corporation: _____ Partnership: _____ Proprietorship: _____ LLC: _____ |  |               |
| Employer ID (EIN) or SS #:  | <i>Tax Exempt entities must include a current, valid tax exempt certificate with application.</i><br>(Check One): Taxable: _____ Resale: _____ Government: _____ Exempt: _____ |               |

**Bank Information (Required)**

|               |               |        |
|---------------|---------------|--------|
| Bank Name     | Account #:    | Phone: |
| Bank Address: | City / State: | Zip:   |
| Contact Name: | E-mail:       | Title: |

**Trade References (Required)**

|               |               |          |
|---------------|---------------|----------|
| Company Name: | Phone:        | Fax:     |
| Address:      | City / State: | Zip:     |
| Contact       | E-mail:       | Website: |
| Company Name: | Phone:        | Fax:     |
| Address:      | City / State: | Zip:     |
| Contact       | E-mail:       | Website: |
| Company Name: | Phone:        | Fax:     |
| Address:      | City / State: | Zip:     |
| Contact       | Company Name: | Website: |

**BTX Global Logistics Use Only**

|              |                                       |
|--------------|---------------------------------------|
| Reviewed By: | Credit Limit:                         |
| Approved By: | 2 <sup>nd</sup> Approval if Required: |



# CONDITIONS OF CREDIT

1. BTX has agreed to extend credit terms to Customer, instead of immediate payment upon delivery of the goods, subject to the terms and conditions of this Credit Application Agreement. Customer represents that this Credit Application Agreement is strictly for business, commercial, or agricultural products pursuant to 15 U.S.C §§1601 and not for personal, family or household purposes.
2. Customer warrants the accuracy and completeness of all information provided herein and acknowledges that BTX is relying on such information to extend credit terms. Prior to any change in majority ownership, management, legal structure, name and/or any material adverse change in its financial position, Customer shall immediately notify BTX in writing.
3. Customer authorizes BTX to obtain credit information relating to Customer from any source whatsoever, including without limitation, the banking references and trade references listed herein, prior to or after credit has been extended, to determine the creditworthiness of Customer. Customer authorizes and directs the bank reference and trade references and any others who possess information relating to the creditworthiness of Customer to fully release such information to BTX and/or its agents and representatives. A copy of this Credit Application Agreement shall be deemed sufficient evidence of Customer's consent.
4. If BTX, in its sole discretion, agrees to extend credit to Customer, then BTX shall issue an acceptance letter to Customer stating that BTX has agreed to extend credit, subject to the terms hereof and any additional terms BTX shall deem necessary and the maximum limit to which credit will be extended. Upon issuance, the acceptance letter shall be fully incorporated herein.
5. Notwithstanding the extension of credit to Customer, BTX, in its sole discretion may withdraw, modify or terminate credit. If Customer's request for credit or increase of credit is denied, or if credit is terminated, Customer may request, within sixty (60) days, a written statement of the reasons therefore. BTX will provide a written statement within thirty (30) days after receipt.
6. In the event that outstanding charges owed by Customer exceed the stated credit limit, the balance in excess of the stated limit shall become immediately due and payable and Customer shall thereafter be required to pay all charges owed to BTX in excess of the stated limit prior to delivery of further goods and/or services. Similarly, no further credit will be extended by BTX to Customer until the outstanding balance is brought under the stated limit and Customer is otherwise in compliance with this Credit Application Agreement. No extension of credit in excess of the stated limit be deemed a waiver by BTX of its rights to require immediate payment of all amounts exceeding the stated limit; to terminate this agreement; or to otherwise exercise any rights BTX may have hereunder, or at law, in equity or otherwise.
7. Customer agrees to pay BTX all charges for goods and/or services provided by BTX, directly or indirectly, including freight and other charges within the stated credit limit, within fifteen (15) days of invoice. Interest on sums which are due but which have not been paid shall accrue at the rate of one and one half percent (1.5%) per month from date due until paid to BTX in full, but not in excess of the amount permitted by applicable law. BTX shall be authorized to apply payments received first to interest and then to the oldest charges. At BTX's discretion, any sums (including credits, refunds or property damage claims payments) which BTX owes Customer may be applied against any outstanding balance which Customer owes BTX.
8. Customer hereby grants BTX a consensual lien upon and security interest in all goods in which Customer has any interest whatsoever, whether as shipper, owner, manager, agent, consignee or otherwise, including all goods of Customer in the possession of BTX for transportation or otherwise, for payment of any amounts due BTX. Customer hereby authorizes BTX to file a UCC-1 financing statement to evidence such security interest. Customer hereby authorizes BTX to hold, warehouse, store and/or sell, publicly or privately, without notice and at Customer's sole risk and expense, any or all such goods to satisfy amounts due BTX.
9. All services subject to standard terms and conditions of our bill of lading are available at [www.btxglobal.com](http://www.btxglobal.com). By shipping with BTX Global Logistics you acknowledge acceptance of these terms and conditions.
10. Any legal fees and costs, as well as any other expense or cost, including without limitation, those relating to the holding, storing or selling of goods, in any way relating to the collection of amounts due BTX shall be promptly paid or reimbursed by Customer.
11. This Credit Application Agreement shall continue so long as Customer continues to purchase goods and/or services from or owes any amount to BTX, but may be terminated by BTX at its sole discretion at any time upon written notice to Customer. This Credit Application Agreement shall automatically terminate upon any breach or failure to perform hereunder by Customer, but Customer's obligations pursuant to this Credit Application Agreement shall survive termination.
12. This Credit Application Agreement, together with the acceptance letter, if issued by BTX, constitutes the entire agreement with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements, written or oral. This Credit Application Agreement shall not be amended except through a written instrument signed by both parties.
13. The parties hereby submit to the non-exclusive jurisdiction and venue of the courts located in Fairfield County, Connecticut with respect to any dispute arising out of or relating to this Credit Application Agreement. The substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.
14. The individual executing this agreement warrants he/she is an owner, officer and/or director of customer and has been duly authorized to complete and bind customer to the terms and conditions of this agreement set forth on the signature page hereto in the event BTX agrees to extend credit to customer.

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| <b>Customer (Identified on the front page)</b> |
| Customer<br>Signature:                         |
| Customer<br>Name (Print):                      |
| Title:   |
| Date:  |