



**MODE TRANSPORTATION CREDIT DEPARTMENT  
CREDIT APPLICATION**

EMAIL COMPLETE DOCUMENT TO: [Carla.bogdon@modetransportation.com](mailto:Carla.bogdon@modetransportation.com)

Or fax to: 1-215-766-3091 **Important Note: Incomplete information will result in delays in the process.**

Salesperson #: _____ Salesperson Name: _____ Terminal/Agency: _____	
Seasonal: <input type="checkbox"/> Yes <input type="checkbox"/> No	Estimated Revenue Volume Per Year: _____
Commodity: _____ Pay Terms: _____ Net 21 days from date of invoice	

**CUSTOMER INFORMATION**

Business Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax #: _____ Company/business web site: _____	Contact For Payment: _____ Phone: _____ Fax: _____ Billing Address for Freight Bills -- If Different: Address: _____ City: _____ State: _____ Zip: _____
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Company Holding: Private  Public  D & B (Duns) Number: \_\_\_\_\_

Document Required for Payment: B/L  POD  Both  N/A

Bank Reference:

Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Trade References: (Please provide references that are currently extending credit to your company)**

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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## MODE TRANSPORTATION CREDIT DEPARTMENT

### CREDIT ACCOUNT TERMS & CONDITIONS

By signing this Credit Application ("Application"), the undersigned Applicant understands that it is applying for an extension of business credit by Mode Transportation in connection with transportation brokerage or other transportation-related services, and that Applicant is entering into a Mode TRANSPORTATION Credit Account Agreement ("Agreement") with MODE TRANSPORTATION. In this Agreement, the words "Applicant", "Customer", "you" and "your" mean each person, company, corporation or partnership whose application for the MODE TRANSPORTATION Credit Account ("Account") covered by this Application has been accepted. The words ["MODE TRANSPORTATION"] "we", "us", and "our" mean MODE TRANSPORTATION. 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 MODE TRANSPORTATION 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, assets or income or (8) if MODE TRANSPORTATION should, in good faith, consider your prospects of repayment hereunder impaired. In any such event MODE TRANSPORTATION 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. MODE TRANSPORTATION 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 MODE TRANSPORTATION 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 MODE TRANSPORTATION. 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 MODE TRANSPORTATION determines that it is an overcharge or overpayment. Any unapplied payments not determined to be overcharges or overpayments within 18 months of receipt by MODE TRANSPORTATION will be applied as payments in fact of charges owing to MODE TRANSPORTATION for services rendered, but underaccrued 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 MODE TRANSPORTATION, must be made in writing within 18 months of payment. [Claims by MODE TRANSPORTATION for undercharges to or underpayment by Customer for services rendered shall be made in writing within 18 months after 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 MODE TRANSPORTATION.]
4. **Credit Investigation and Disclosure:** MODE TRANSPORTATION 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 MODE TRANSPORTATION Credit Department:** This Agreement is subject to the approval of MODE TRANSPORTATION 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 of Texas.
8. **Payment Terms:** Customer (shipper or any other similar designation) shall remit payment for invoices within 21 days of receipt. Interest at the rate of 1.5% 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 MODE TRANSPORTATION 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 MODE TRANSPORTATION'S service and its extension of credit and has the authority on behalf of the Applicant to sign this Application. **Submitting a copy of your most recent Financial Statement will expedite the credit application review process. Please provide your latest Financial Statement with this credit application. Please initial the bottom of each page.**

<b>Print Name:</b>	<b>Company Name:</b>
<b>Signature:</b>	
<b>Title:</b>	<b>Date:</b>