



Credit Application Form

General Information

Date: _____

Registered Business Name: _____ (the "Applicant")

Business Style: Limited Partnership Sole Owner Others _____

Full Address _____

City _____ Prov / State _____ Postal Code / Zip _____

Telephone: _____ Fax: _____

Billing Address (If Different from above mailing address) _____

City _____ Prov / State _____ Postal Code / Zip _____

Accounts Payable Contact _____ Accounts Payable Telephone _____ Accounts Payable Fax _____

Accounts Payable Email _____ Web Address _____

EDI Capabilities: Yes No EIN/SSN: _____
if applicant is a sole proprietor - list Social Security Number. Individual SSAN#

Government Business No.: _____ D & B No.: _____

Nature of Business: _____ How Long in Business: Years _____ Months _____

Name of Principals: _____ Title: _____

_____ Title: _____

Authorization to Bank Release of Financial Information

Name of Bank _____ Bank Account # _____

Address _____

City _____ Prov / State _____ Postal Code / Zip _____

Telephone: _____ Fax: _____ Contact: _____

I authorize the above referenced financial institution (the "Bank") to provide Tranco Global, LLC, its affiliates and designees with financial information concerning Applicant's financial accounts and credit facilities on Tranco Global, LLC written request and to act upon a copy of this signed Credit Application as specific written authorization to do so. This authorization does not expire.

INITIAL: _____

Major Trade References

	<u>Supplier Name</u>	<u>Telephone</u>	<u>Fax</u>	<u>Contact</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Signature One (Standard Terms and Conditions)

I, _____ am a duly authorized representative of _____
Please Print Name Company Name

This Credit Application and the Terms of Credit Agreement (collectively, the "Agreement") shall be binding upon Applicant, shall apply to, govern and control all dealings and transactions between and among Applicant and Tranco Global, LLC, its affiliates, agents, subsidiaries or assigns (collectively "Tranco"), including, but not limited to, all credit extended by Tranco to or on behalf of Applicant.

Date _____ Signature (Signing Officer) _____ Name and Title (Signing Officer, Please Print) _____

Terms of Credit Agreement - Credit Line and Terms of Payment

1. **Effective:** Applicant shall pay all invoices issued by Tranco to Applicant ("Invoices") when due and shall pay interest accruing on all overdue Invoices issued by Tranco at the rate set forth herein. Standard payment terms for all Invoices are Net 30. Tranco reserves the right to modify or alter such payment terms from time to time.
2. **Change in Terms:** Applicant agrees that Tranco may revoke or terminate this Agreement at its sole discretion and without notice.
3. **Reports:** Applicant hereby authorizes Tranco to obtain credit reports concerning Applicant and further authorizes Applicant's bank to provide to Tranco with financial information concerning Applicant, its line(s) of credit and accounts. Applicant expressly authorizes its bank and to act upon a copy of this Agreement as its written permission to release financial information concerning Applicant to Tranco.
4. **Changes in Contact Information:** Applicant shall notify Tranco in writing of any change of physical mailing address, phone number and/or email address associated with Applicant. All Invoices, correspondence and/or notice sent by Tranco to any physical address and/or email address provided by Applicant in the Agreement, which has not been amended or updated by written notice from the Applicant shall be deemed effective and received by Applicant for all purposes.
5. **Group:** Tranco, at its sole and exclusive discretion, may extend credit to and engage in business with any person or entity affiliated with Applicant, including, but not limited to, any subsidiary, parent or affiliate (collectively "Affiliates"). To the extent that Tranco extends any credit to and/or engages in any business with any Affiliate, Applicant hereby agrees to be jointly liable for and shall guaranty the payment of any and all sums, monies and obligations of any nature an amount that become due and/or owing to Tranco by any Affiliate
6. **Enforcement:** In the event that it becomes necessary for Tranco to enforce any of its rights under this Agreement or to otherwise collect any debt owed to Tranco by Applicant or any Affiliate, Tranco shall be entitled to recover from Applicant, and Applicant shall be obligated to pay, all costs, expenses and attorneys' fees incurred by Tranco. The Agreement and any dispute arising out of or in connection with the Agreement or the relationship among Tranco, Applicant and any Affiliate shall be interpreted, enforced and governed by the laws of the State of Tennessee, excluding its choice of law rules. The exclusive forum for any dispute related in any way to this Agreement or the Parties' relationship shall lie in the courts, state or federal, of Tennessee, and venue shall lie in the courts of Hamilton County, Tennessee. Tranco and Applicant hereby consent to personal jurisdiction in the above courts.
7. **Interest.** All financial obligations of Applicant and any Affiliate, including, but not limited to, all monies owed by Applicant or any Affiliate pursuant to any Invoice, which are not timely paid shall be deemed immediately in default and shall bear interest at a rate of 3.0% per month, or the highest rate allowable by applicable law, whichever is less, beginning on the date immediately following the date on which such payment obligation was due.
8. **Currency:** Payment to be received will be in the same currency that Applicant is invoiced, errors and omissions excepted. If payment is received in a currency other than the invoiced currency, all associated costs, including charges, fees, and differences or fluctuations in exchange rate, will be calculated in accordance with Tranco policies and applied to Applicant's account on the usual commercial terms. Acceptance of payment in a currency other than invoiced does not constitute waiver of this requirement.

Election of Cargo Insurance

Tranco offers cargo insurance that can protect Applicant's financial interests in the event of a loss, damage, or claim by the carrier of General Average.

___ I / We would like more information about Cargo Insurance

___ I / We decline Cargo Insurance

FOR INTERNAL USE ONLY TO BE COMPLETED BY CREDIT REPRESENTATIVE

Credit Limit Requested:
(US Dollars)

\$ _____

Standard Credit Terms N30

First Shipment Expected: _____

Comments:

Salesman Code: _____

Abbreviated Name: _____

Credit Representative