

Atlantic Central

L O G I S T I C S

T/A Atlantic Freight, Atlantic Central, Westchester Putnam

#1 Slater Drive

Elizabeth, NJ 07206

Phone: (908) 282-7300 Accounting Fax: (908) 282-1216

Date: _____ Credit Limit Requested: _____

Legal Name: _____

Trade Name: _____

Street Address: _____ City: _____ State: _____

Mailing Address: _____ City: _____ State: _____

Billing Address: _____ City: _____ State: _____

Phone: _____ Fax: _____

Year Established: _____ At Present Location Since: _____

Business is: _____ Corporation: _____ Partnership: _____ Sole Proprietorship

If Incorporated, Under Laws of What State: _____

E.I.N. or Social Security Number: _____

I.C.C. or Interstate Authority Number (If Applicable): _____

IAC Number (MUST COMPLETE): _____

Name of Officers/Principles	Tel. Number	E-mail Address
President: _____	_____	_____
Vice President: _____	_____	_____
Comptroller: _____	_____	_____
A/P Manager: _____	_____	_____

We do (____) or do not (____) want to be charged declared value or insurance. We agree to adhere to Atlantic Central Logistics tariff regulation of fifty dollars (\$50.00) or fifty cents per pound (\$.05) in the event of a claim. In the event we require declared value or insurance, we agree to a charge of seventy-five cents (\$.75) per one hundred dollars (\$100.00) or portion thereof for values shown. In the event of no value shown, the shipment will be limited to one hundred dollars (\$100.00) value. Atlantic Central Logistics does not honor or accept claims for concealed damaged delays caused by transit, strike, riots, acts of God, etc. extraordinary charges or charges associated due to service failure.

Failure to pay charges will result in a lien on further shipments, including the cost of storage and appropriate security for the subsequent shipment held pursuant to Section 3051.5 of New Jersey Civil Code.

Customer hereby agrees that New Jersey law shall control any claim or controversy that may arise between us and that venue for any action between us shall lie only in Union County, New Jersey. Customer further agrees that it may be served outside of New Jersey in order to initiate litigation or arbitration in New Jersey, including, but not limited to, litigation in a New Jersey small claims court.

(Authorized Signature-CFO)

X _____ **Date:** _____

REFERENCES

Current Cartage Company: _____ Contact: _____
Address: _____ City: _____ State: _____
Phone: _____ Average Payment Per Month: _____
Current Balance: _____ Customer Since: _____
Line Haul Carrier: _____ Contact: _____
Address: _____ City: _____ State: _____
Phone: _____ Average Payment Per Month: _____
Current Balance: _____ Customer Since: _____
Airline: _____ Contact: _____
Address: _____ City: _____ State: _____
Phone: _____ Average Payment Per Month: _____
Current Balance: _____ Customer Since: _____
Landlord: _____ Contact: _____
Address: _____ City: _____ State: _____
Phone: _____ Payment / Month: _____ Since: _____
Bank Reference: _____ Branch: _____
Address: _____ City: _____ State: _____
Contact Name: _____ Phone: _____
Account Number: _____ Checking: _____ Savings: _____

I hereby authorize the above listed creditors to release credit information to Atlantic Central Logistics.

X _____ **Date:** _____
(Authorized Signature-CFO)

GENERAL CONTINUING GUARANTEE

Guarantor unconditionally, absolutely and irrevocably guarantees and promises to pay ATLANTIC CENTRAL LOGISTICS, INC. on order, on demand, in lawful money of the United States, any and all indebtedness and/or obligations of _____ TO ATLANTIC CENTRAL LOGISTICS, INC. Guarantor agrees to pay all attorney's fees; costs and out-of-pocket expenses, which may be incurred by ATLANTIC CENTRAL LOGISTICS, INC. in the enforcement of this guarantee. Guarantor understands ATLANTIC CENTRAL LOGISTICS, INC. terms are NET 28 DAYS, and any charges outstanding will be deemed past due and subject to collection.

GUARANTOR: _____ TITLE: _____
SOCIAL SECURITY #: _____ DRIVER'S LIC # _____
HOME ADDRESS: _____
HOME PHONE: _____
GUARANTOR SIGNATURE: _____ **DATE:** _____

ATLANTIC CENTRAL LOGISTICS' TERMS & CONDITIONS

1. Our customers are expected to pay their bills in accordance with our credit policy. The invoices are computer generated by HAWB and service. The amount due is clearly marked and is due Net 28 days from the date of the invoice. In the event of an undisputed charge, the customer may "short pay" the balance of the invoice by attaching a billing discrepancy form. The discrepancy will then be researched and either credited or rebilled.
2. The Customer and their customer are jointly liable for the payment of and shall indemnify Atlantic Pacific Logistics Network, Inc against all unpaid transportation charges, to include attorney fees which Atlantic Pacific Logistics Network may incur during the course of a collection action taken to enforce collection of delinquent charges due Atlantic Pacific Logistics.
3. In the event our customers do not pay their legally responsible charges for services, we will initiate the following steps:
 - A. Put all services on credit hold
 - B. Require all shipments to be FCCOD for service
 - C. Initiate legal collection efforts including reporting to trade industry credit groups
 - D. Contact the customer's shipper and/or consignee or the owner of the goods for payment of charges
4. Customer is responsible for preparing, marking, packing and labeling their shipments so as to insure safe transportation with ordinary care in handling. Atlantic Central Logistics will not pick up or deliver unpackaged goods, unless notified in advance with a waiver of damage liability.
5. Customer is responsible for insuring all shipments are in accordance with applicable Hazardous Materials and TSA regulations in force at the time of shipment.
6. Atlantic Central Logistics maintains the right to inspect all packages for shipment, but is not obligated to perform such inspections. In the event an inspection determines the shipment to be inappropriate, the shipment will be refused. In the event of contraband, the appropriate authorities will be contacted and the shipment released to their custody.
7. Atlantic Central Logistics will handle all shipments in a timely manner. However, there are no guarantees of service delivery times, except when arranged in advanced and paid for as a special service surcharge.
8. Atlantic Central Logistics does not assume any liability limits greater than Fifty Dollars (\$50.00) or fifty cents (\$0.50) per pound for the damage or loss of actual goods in their care. If a greater amount is requested, it must be in writing and paid for in advance, after approval from our insurance carriers. Atlantic Pacific does not assume any liability for incidental or consequential losses or concealed damage.
9. Atlantic Central Logistics will not be liable for loss, damage, delay or other results caused by (a) Act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, authority of the law, quarantines, riots, strikes, civil commotions, terroristic activities; or hazards or dangers incident to state of war; (b) the act or default of customer's shipper or consignee; (c) the nature of any defect, characteristic or inherent thereof.
10. All claims must be in writing and filed within thirty (30) days after the date of acceptance. Atlantic Central Logistics reserves the right to inspect all such claims and recover all damaged goods to mitigate the loss, after payment of liability limits. Any claim for damage with a clear delivery receipt or a receipt marked "subject to inspection" will be denied.
11. In the event a conflict occurs between the Customer's bill of lading or HAWB, these terms and conditions shall supercede. In the event the terms and conditions are silent, then the Customers' bill of lading or HAWB shall take precedent.
12. Only the owners of Atlantic Central Logistics are allowed to modify or waive these terms and conditions by obtaining a signed contractual agreement between the parties.

If you have any questions, feel free to call or write: Atlantic Central Logistics, #1 Slater Drive, Elizabeth ,NJ 07206

Atlantic Central Logistics, Inc.
T/A Atlantic Freight, Central Jersey and Westchester Putnam

CREDIT POLICY

All companies that Atlantic Central Logistics, Inc. to perform services on their behalf must have an established billing account. You can open an account by requesting a credit application from your local station or contacting the corporate accounting department at 908-282-7300 Ext. 7329. Your request will (a) temporarily create a cash customer account; (b) assign a temporary account number/code and begin the process to review, verify and approve your credit account. Any falsification in the credit application, which may be discovered before or after an OPEN Account is granted, will automatically place your account on CASH and all monies due will be due immediately.

When your application has been approved by the CORPORATE ACCOUNTING DEPARTMENT, you will be issued an OPEN account with a CREDIT LIMIT. You may not exceed your established credit limit. If your account is inactive for extended periods, you may, at our discretion, be required to resubmit an updated credit application.

You must adhere to our credit policy standards, which are:

- All payments are due 28 days from date of invoice
- If you fail to pay by the 28th day, the local cartage office will call you with a reminder
- If your payment has not been received by the 35th day, the station manager will call you and advise you of your account privileges being suspended.
- If your payment has not been received by the 49th day, your account will be sent to our Corporate Collections Department. **ALL ACCOUNTS FOR ALL STATIONS WILL BE SUSPENDED.**
- On the 56th day, **ALL YOUR ACCOUNTS WILL BE SENT TO OUR ATTORNEY FOR COLLECTIONS.** In addition to your cartage charges, you will also be liable for any and all collection or legal fees that are incurred.
- In the event our attorney is unable to receive payment on YOUR past due invoices, ATPAC will seek all legal restitution from YOUR shipper; consignee and/or third party.
- If we are stupid enough to reopen your account, please take advantage of us and run us through the cycle again.
- ALL FUTURE TRANSACTIONS WILL BE ON A CASH BASIS. You may charge each transaction to a credit card (a surcharge will apply) or send a certified check to be applied against future work.

It is your responsibility to inform us of all address changes and missing invoices, (we issue weekly, and for most customers, daily invoices). Failure to notify us of lost invoices or changes of address does not alter payment terms or liability of payment.

Remit all payments to: Atlantic Central Logistics, Inc., #1 Slater Drive, Elizabeth, and NJ 07206

ALL ACCOUNTS ARE SUBJECT TO THE RULES, REGULATIONS AND FEES WHICH MAY BE FOUND AT OUR WEBSITE (ATPACLOGISTICS.COM). ALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.