

TRANSFLO Terminal Services, Inc. ("TRANSFLO")
APPLICATION AND CREDIT AGREEMENT

CUSTOMER REQUESTING CREDIT (USE COMPLETE LEGAL NAME) _____ TELEPHONE NUMBER _____

HEADQUARTERS ADDRESS (For notice purposes) _____

BILLING ADDRESS IF DIFFERENT FROM ABOVE _____ CITY _____ STATE _____ ZIP _____

DUNS NUMBER OF CUSTOMER _____ () CORPORATION () PARTNERSHIP () OTHER _____

DUNS NUMBER OF PARENT _____ () PROPRIETORSHIP _____ PRIMARY COMMODITY TO BE SHIPPED _____

TYPE OR NATURE OF BUSINESS _____ STATE OF INCORPORATION _____ DATE CUSTOMER ESTABLISHED _____

NAME AND TITLE OF PRINCIPAL OFFICER, PARTNER, OR PROPRIETOR _____

NAME AND TITLE OF CONTACT CONCERNING CREDIT ISSUES _____ TELEPHONE _____ E-MAIL ADDRESS _____

BANK REFERENCE - INCLUDE CITY, STATE, ZIP, TELEPHONE, NAME OF CONTACT _____

TRADE REFERENCE _____

\$ _____
CREDIT AMOUNT EXPECTED PER WEEK

In submitting this application, Customer agrees to the following:

(A.) To pay all undisputed charges billed by TRANSFLO so that payment in full is received by TRANSFLO within **15** days of the date of each bill. Unless otherwise agreed, payment will be made in accordance with TRANSFLO's Electronic Funds Transfer Agreement (attached).

(B.) TRANSFLO may, at its discretion, suspend Customer's credit, and either party may cancel this Credit Agreement at any time for any reason, upon notice to the other party. Notice may be written, electronic, or oral if confirmed in writing or electronically, at the place of business noted herein.

(C.) TRANSFLO will assess a finance charge of 12% (0.0329% per day) against charges that are not received by TRANSFLO within the credit term provided in Item (A). The finance charge will be assessed on the unpaid balance of any service charge from the first day following the end of the credit term provided in Item (A) through the date of receipt of payment in full. The finance charge will be billed monthly for all service charges that were paid in the prior calendar month.

(D.) Customer represents that the information submitted by it is accurate and will be updated by Customer to keep it so. Customer will provide additional information to TRANSFLO upon request.

(E.) Customer may not set off or withhold any payment due to any dispute with TRANSFLO.

(F.) This Credit Agreement shall be construed pursuant to the laws of the State of Florida. Customer, as part of the consideration for this Credit Agreement, agrees that any lawsuit for non-payment of charges shall be litigated **ONLY** in state or federal courts having situs in Duval County, Florida, and hereby accepts and consents to jurisdiction and venue in any such court.

This Credit Agreement contains the entire understanding of the parties, has been executed by their duly authorized officers, and may only be waived or modified by a written amendment.

Accepted and Agreed:
TRANSFLO Terminal Services, Inc.

Customer

By _____ Date _____

By _____ Date _____

Print Name _____

Print Name _____

Title _____

Title _____

**TRANSFLO Terminal Services, Inc. ("TRANSFLO")
Electronic Funds Transfer Authorization Agreement**

_____ ("Customer") hereby authorizes TRANSFLO to initiate electronic funds transfer debits against Customer's asset account indicated below owed in connection with freight and other charges billed by TRANSFLO, and authorizes the financial institution named below to credit such entries directly to TRANSFLO's account. Customer represents that the asset account is and shall be during the term of this Agreement, maintained primarily for business, and not personal, family or household purposes.

Financial Institution: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Transit Routing/ABA Number (9 Digits): ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____

Account Number: _____

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

Notices: Except as otherwise provided herein, all notices to be given hereunder shall be in writing and shall be validly given if hand delivered or if sent by prepaid registered mail or certified mail addressed to:

TRANSFLO Terminal Services, Inc.
Credit Department
500 Water Street, J220
Jacksonville, FL 32202

Contacts: Questions to TRANSFLO regarding electronic funds transfer should be directed to the "TRANSFLO EFT Information" line at (904) 366-3807. Questions to the Customer should be directed as shown below.

Customer's Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Title: _____ Phone: _____

This Agreement may only be amended or terminated by 15 days written notice by either party to the other at the address shown herein.

TRANSFLO Terminal Services, Inc.

Customer: _____

Signature: _____

Signature: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXECUTE & RETURN TO FAX: 904-366-4406.