



Credit Application and Agreement, Credit References (Form)

(Please "print" this form, sign and fax to RCL)

RCL Agencies, Inc.

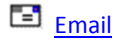
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[Email](#)

CREDIT APPLICATION AND AGREEMENT

(This Application will be kept strictly confidential)

Top of Form

Individual or firm name:

Full Mailing Address: (Address/City/State/Zip)

Billing Address/City/State/Zip (if different):

Telephone:

Fax:

Telex:

Please check where applicable:

Corporation

Partnership

Importer/Exporter

Ocean Freight Forwarder

Year Business Established:

Name of party responsible for processing freight bills

Telephone (if different from above)

(OPTIONAL)

Principals (main Stockholders) of above firm, if incorporated:

Name/Full Mailing Address:

Name of service required:

(i.e. description of points to be included, commodities to be shipped, and quantity of cargo anticipated)



Amount of credit requested:

\$ _____ (Estimate based on maximum quantities to be shipped and for which credit will be granted during any credit period.) (21 days)

Principal Banking Affiliation:

Full Mailing Address: *(Address City St Zip)*

Contact:

Whereas, in consideration of RCL Agencies, Inc. (hereinafter "RCL") RCL's extension of credit to the party for whose account transportation is provided (hereinafter as "Shipper") by release of Bills of Lading indicating that freight is prepaid, Shipper hereby agrees as follows:

To submit payment to RCL all freight and charges due on said freight invoice to RCL, or his designated agents, within twenty-one (21) days from the freight invoice date;

To submit payment to RCL and be liable for such payment within the time period described in paragraph one (1) above, regardless of whether Shipper has previously paid freight and charges to an ocean freight forwarder or other party and those parties have failed to remit those payments to RCL; In the event shipper breaches any part of this agreement, RCL may terminate credit privileges under this agreement without advance notice to Shipper;

The term Shipper as utilized in this agreement is also applicable to an ocean freight forwarder if such a forwarder is identified in the application portion of this agreement and is extended credit by the release of prepaid Bills of Lading as previously described herein; provided, however, that nothing in this agreement precludes RCL from additionally extending credit to an importer/exporter for shipments for which Bills of Lading have been released to an ocean freight forwarder or other agent of the importer/exporter; Shipper agrees that by virtue of this agreement, and in the event that payment is not received by RCL as provided herein in paragraphs one (1) and two (2) above for any shipment, RCL shall have the right to claim a lien on any commodities in the possession of RCL, whether or not freight and charges have been paid or are tendered for the commodities in RCL's possession, if amounts are still owed for shipments which are no longer in RCL's possession.

Signed Name:

Title:

Date:

Signature: X _____

(OPTIONAL GUARANTEE)

For value received, the undersigned, principals of the corporate party entering this Credit Agreement, hereby individually guarantee payment of any and all freight charges which are invoiced subject to this agreement, and hereby waive notice of acceptance, notice of nonpayment, and notice of protest with respect to the obligation covered hereunder.

Bottom of Form

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FMC License #6002N