



*Consolidators International, Inc.*

## **CUSTOMER ACCOUNT SETUP**

**Thank you for allowing us to participate in your business.**

Herein please find the required documents that are necessary to establish a commercial relationship with Consolidators International Inc.

**On behalf of the management and staff of CII,**

**WELCOME ABOARD!**



Consolidators International, Inc.

## CREDIT APPLICATION AND CHARGE AGREEMENT

APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

For the purposes of obtaining credit from **Consolidators International, Inc., and related companies**, Applicant agrees as follows:

1. Applicant represents that the information supplied herein is in all respects complete, accurate and truthful. Applicant agrees to notify Consolidators International, Inc., and related companies promptly, in writing, of any changes in the information provided.
2. Applicant agrees to pay in full (without deduction or setoff) to the order of Consolidators International, Inc. and related companies, 8900 Bellanca Avenue, Los Angeles, CA 90045, at its offices, for services rendered, on or before 30 days after date of invoice on each billing. Any amounts not paid when due shall bear interest thereon at a rate equal to lesser of eighteen (18%) percent per annum (1 1/2% per month) or the highest rate of interest allowed by law computed from the billing date to the date of payment. Any invoices past 60 days will render the debtor being placed on "cash," and credit will be restored at the discretion of Consolidators International, Inc. Payment in amount as specified by Consolidators International, Inc. will be required in the form of bank cashier's check.
3. If applicant's account is placed or given to an attorney for collection, Applicant shall pay the expenses of collection and attempted collection, court costs and reasonable attorney's fees in addition to other amounts due.
4. The failure of Consolidators International, Inc., and related companies to charge interest on Applicant's account or pursue any other remedy available to it shall not constitute a continuing waiver.
5. The acceptance of this application by Consolidators International, Inc., and related companies does not constitute an agreement to extend credit to Applicant or to provide services to Applicant. Each such determination shall be made at the time of delivery of freight for shipping.
6. Applicant hereby submits to the jurisdiction of Los Angeles and agrees that venue for any action arising under this application or by virtue of the provision of services (including the transport of freight) shall reside in the county of Los Angeles, California. Consolidators International, Inc., and related companies agrees to mail to Applicant's last known address any such service of process.
7. In the event Applicant or any affiliate of Applicant (i.e. a company or other entity under common control) defaults in the payment of any sums due to Consolidators International, Inc., and related companies, all other amounts due from Applicant or any affiliate shall be immediately due and payable, including any amounts due for freight in transit. Any bank charges for returned checks will be added to the amount owed. Consolidators International, Inc. and related companies, has the option to collect a penalty up to three times the amount of the



Consolidators International, Inc.

“insufficient funds” checks not to exceed \$500.00 per check. In the event of such default, to the extent allowed under applicable law, Consolidators International, Inc., and related companies is hereby authorized by Applicant to take possession of any freight then being shipped by Applicant and hold the same until payment is made, with all the rights of a secured party under the Uniform Commercial Code.

- 8. Applicant agrees that Consolidators International, Inc., and related companies may setoff against monies due it from Applicant or any affiliate any monies owed by Consolidators International, Inc., and related companies to Applicant or any affiliate.
- 9. If any one or more of the above terms is invalid, illegal or unenforceable in any respect, such terms shall be waived, and the validity, legality and enforceability of the remaining terms shall not be affected.
- 10. All disputes must be submitted to Consolidators International, Inc., and related companies no later than 10 days following date of billing. Any billing not challenged within this period will be deemed accepted and it is agreed will not thereafter be subject to dispute by applicant. No adjustments will be accepted based only on verbal notification received by Consolidators International, Inc., and related companies representatives. Adjustments must be submitted in writing. All adjustments must reference either an invoice number or a waybill number, or both numbers, for which the adjustment is being made.

*I / We have read, understand, and accept the above terms, and I / We have provided true information to the best of my/our knowledge. I / We understand that you may wish to periodically update the information given above. For the purpose of obtaining credit from Consolidators International, Inc., and related companies, Applicant hereby authorizes the company, or it's agents to whom application is made to investigate the Applicant's personal, partnership or corporate credit and financial responsibility.*

**APPLICANT** \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



Consolidators International, Inc.

# Credit Application

Consolidators International, Inc.  
8900 Bellanca Ave  
Los Angeles, CA 90045

**COMPANY NAME**

ADDRESS – STREET CITY STATE ZIP CODE

ADDRESS – STREET CITY STATE ZIP CODE

DEPARTMENT, NAME AND TITLE OF INDIVIDUAL TO CONTACT REGARDING CII'S BILLINGS PHONE NUMBER

PARENT COMPANY, IF ANY DIVISION OF SUBSIDIARY OF

TYPE OF BUSINESS IN BUSINESS SINCE? TAX I.D. NO.

APPLICANT'S BUSINESS IS: (PLEASE CHECK ONE)	CORPORATION	STATE OF INCORPORATION	LLC	PARTNERSHIP	PROPRIETORSHIP
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**BANK REFERENCE INFORMATION**

BANK NAME ACCOUNT NO. AND NAME CITY PHONE/FAX NUMBER BANK OFFICER

BANK NAME ACCOUNT NO. AND NAME CITY PHONE/FAX NUMBER BANK OFFICER

BANK NAME ACCOUNT NO. AND NAME CITY PHONE/FAX NUMBER BANK OFFICER

**TRADE REFERENCE INFORMATION REQUIRED**

NAME ADDRESS CITY/STATE ZIP CODE PHONE/FAX NUMBER

NAME ADDRESS CITY/STATE ZIP CODE PHONE/FAX NUMBER

NAME ADDRESS CITY/STATE ZIP CODE PHONE/FAX NUMBER

NAME ADDRESS CITY/STATE ZIP CODE PHONE/FAX NUMBER

**COMPANY PRINCIPALS/OFFICERS AND TITLE**

NAME OF CHAIRMAN NAME OF CEO NAME OF PRESIDENT NAME OF CFO

NAME OF COO NAME OF SECRETARY NAME OF TREASURER

REQUESTING OFFICER TITLE DATE



Consolidators International, Inc.

## CONTRACT FOR CARRIAGE

This Contract for Carriage is between Consolidators International, Inc., as freight forwarder, and \_\_\_\_\_ as shipper as of the date below. This contract shall remain in effect until canceled or superseded in writing by Consolidators International, Inc. with the exception that the rates *may change monthly*.

This Contract incorporates the terms on the reverse side of Consolidators International, Inc.'s air waybill, which governs the parties by the Warsaw Convention for International air freight shipments; and the terms on the reverse side of Consolidators International, Inc's ocean bill of lading, which governs the parties under the Carriage of Goods by Sea Act and the International Convention for the Unification of Certain Rules relating to Bills of Lading.

I/We, the undersigned, agree to the following contract for carriage terms of Consolidators International, Inc.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_



Consolidators International, Inc.

## CONDITIONS OF CARRIAGE

This contract for the Conditions of Carriage is between Consolidators International, Inc., as freight forwarder, and \_\_\_\_\_ as shipper as of the date below. This contract shall remain in effect until canceled or superseded in writing by Consolidators International, Inc.

This Contract incorporates the terms on the reverse side of Consolidators International, Inc.'s air waybill, which governs the parties by the Warsaw Convention for International air freight shipments; and the terms on the reverse side of Consolidators International, Inc's ocean bill of lading, which governs the parties under the Carriage of Goods by Sea Act and the International Convention for the Unification of Certain Rules relating to Bills of Lading.

- Consolidators International, Inc. will not recognize any value claim lodged against us, unless the freight amount charged on the air waybill or ocean bill of lading has been paid.
- Consolidators International, Inc. will make every effort to collect freight charges at destination on the shipper's behalf. However, in the event we are unsuccessful, the shipper will remain primarily responsible for all freight and related Consolidators International, Inc.'s charges, even if the documents specify "freight charges collect."
- Consolidators International, Inc. will undertake to move freight to the destination nominated on the shipper's paperwork. If for any reason the freight is not expedited as originally booked, but still arrives at destination in a timely fashion, the freight charges as originally determined will stand. This means Consolidators International, Inc. does not guarantee any specific delivery time or date.
- Consolidators International, Inc. staff reweighs and redims all freight. Upon discovery of, we will make every effort to communicate by email, facsimile, or otherwise to alert the shipper of any difference between our figures and those manifested. Consolidators International, Inc. offer the following choices in instructing us how you wish us to handle any discrepancy:
  - Hold freight until your representative arrives at our premises to witness another redim/reweigh
  - You, as shipper, automatically accept the amended figures
  - Consolidators International, Inc. will hold the freight at destination for the consignee to witness redim/reweigh.

Consolidators International, Inc.'s rates are based on today's industry charges. Consolidators International, Inc can modify the rates on a monthly basis, effective upon written notice to shipper or shipper's agent.

I/We, the undersigned, agree to the following Conditions of Carriage terms for Consolidators International, Inc.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_



Consolidators International, Inc.

## COLLECTIONS ON BEHALF OF

Consolidators International, Inc. offers this service to all destinations for which our company has scheduled consolidations. Our charge is minimum \$10.00 or 7.5% of the amount invoiced to CII to be collected. No break bulk will be charged. The service operates as follows:

- A commercial invoice must be raised to Consolidators International, Inc.'s corporate office debiting us with the amount you wish collected.
- The collect amount must match the charges as they appear on your House Bill of Lading and/or Manifest.
- Consolidators International, Inc. will have the ability to either swap checks or contra against what is owed, whichever is convenient.

I/We, the undersigned, agree to the following Collections on Behalf terms for Consolidators International, Inc.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_



Consolidators International, Inc.

## PERSONAL GUARANTY

CUSTOMER (COMPANY) NAME \_\_\_\_\_

For and in consideration of the extension of credit by you \_\_\_\_\_ to the above name customer, I/We hereby guarantee the payments, when due, of any obligation which the aforesaid has heretofore incurred or may hereafter incur. In the event that any proceeding should be instituted for a composition, extension, or reorganization should be filed by or against the aforesaid, you may but need not participate in such proceedings or file any claim therein. In such an event or in any delinquency condition or payment, you may immediately make claim against the undersigned under the Guaranty and may, if you deem it necessary, immediately institute proceedings hereunder for any sums remaining unpaid.

This is an absolute and continuing Guaranty and shall remain in full unless agreement or release is furnished by \_\_\_\_\_ "in writing." Such cancellation shall not however apply to credit already extended prior to date of release. At any time hereafter, with or without notice, any modification, obligation, contract or extension may be granted debtor or security taken or released or any guarantor herein may be compromised or released without affecting our liability or the liability of either of us. Our liability is direct and unconditional any may be enforced without prior action of any kind against corporations, it is not necessary for you to inquire into the powers of the borrowers or the officers, directors, partners or agents action or purporting to act on their behalf and any indebtedness made or created in reliance upon exercise of such powers, shall be guaranteed hereunder.

If it becomes necessary to enforce this Guaranty by suit or to place this Guaranty in the hands of an attorney for enforcement, whether or not suit results, Guarantor(s) agree to pay the creditor all costs, expenses, interest at the maximum rate allowed by law from "date of default," plus reasonable attorney's fees. We, the undersigned Guarantor(s) have carefully read the above and fully understand its provisions and obligations created hereunder, agree that it shall be binding on me/us and our heirs, executors, administrators, successors and assigns.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_