



## CUSTOMER CREDIT APPLICATION and SHIPPING AGREEMENT TERMS & CONDITIONS

In order to determine whether to grant credit, Prax Worldwide Logistics LLC. dba Praxpedite ("PRAX") requires certain information from Customer applicants. The undersigned Customer acknowledges that all provided references may be checked, and that PRAX reserves the right to review and revise credit terms and policy at any time. The information provided by the Customer shall remain confidential, and will not be disclosed to any third party unless required for enforcement, collection or subject to an appropriate Court order. THIS DOCUMENT CONSTITUTES A WRITTEN AGREEMENT BETWEEN PRAX AND CUSTOMER.

PRAX requires payment of all invoices within thirty (30) days after the "bill-to" party's receipt of invoices. Regardless of the "bill-to" party, the shipper and the consignee shall be liable, jointly and severally, (a) for all unpaid charges payable on account of a shipment and (b) to pay or indemnify PRAX for all claims, fines, penalties, damages, cost or other sums which may be incurred by PRAX by reason of any violation of this or other agreement with PRAX, or any other default of the shipper or consignee or their agents. The terms Applicant and Customer are used herein interchangeably. The grant of credit pursuant to this Application stands as consideration for the Terms & Conditions herein, and the Applicant acknowledges he/she has read, understood and agrees to said terms.

### The Applicant identified herein specifically agrees to the following provisions:

**Claims Deadline:** All claims, other than for concealed damage, must be made in writing within 45 calendar days after the date of acceptance of the shipment by PRAX. On shipments to Puerto Rico and Canada, claims must be made within 120 calendar days. Claims for loss or damage discovered after delivery and after a clear receipt has been given to PRAX or agent for PRAX must be reported in writing to PRAX within 15 calendar days after delivery of shipment, with privilege to PRAX to inspect the shipment and its container (s) and packing material within 15 calendar days after receipt of such notice. On shipments to Puerto Rico and Canada, concealed damage claims must be reported within 7 calendar days after delivery. No claims with respect to a shipment any part of which is received by the consignee will be entertained until all charges have been paid.

**Remedies upon Default in Payment:** Overdue balance(s) may result in forfeiture of any current and future credit arrangements between the Parties. Upon non-payment of any past-due balance(s), PRAX may take legal action, including suit for collection, and in such event PRAX shall be entitled to recover all collection expenses, including reasonable attorneys' fees and all costs incurred in such action. Customer agrees that any goods unclaimed within thirty (30) days of receiving notice of arrival at the location designated for delivery shall be deemed abandoned, and that PRAX shall have the right to dispose of abandoned goods in any way consistent with UCC Article 2, Section 706, with proceeds to be applied to any unpaid balances due PRAX, including expenses incurred in such sale. In the event of surplus after application, PRAX shall send Notice of same, via certified mail, to Customer's last known address, and shall deliver such surplus to Customer at Customer's written direction, upon receipt of notice. If Customer fails to designate an address for surplus payment within one year following the mailing of the Notice, all remaining funds shall be forfeited and revert to PRAX.

Initial: \_\_\_\_



**Grant of Lien as Security for Unpaid Balance :** Customer grants a lien in favor of PRAX on all goods directed , transported, stored or otherwise handled by PRAX, to the extent of any unpaid invoice balance(s), including but not limited to service charges, additionally accrued storage charges, per diems, demurrage, disposition charges and other fees, regardless of whether the unpaid balance(s) is/are applicable to the particular goods upon which the lien is asserted . The lien so granted shall be inclusive of but not limited to all rights and remedies as described in UCC Article 7, Sections 209, 210, 307 and 308.

**Payments on Invoice:** Customer agrees that all invoices are due when issued, except as provided by the credit terms extended consistent with and pursuant to this Application for Credit. Customer further agrees that a pro-ratable service charge of one and one-half percent (1.5%) per month shall be assessed on all invoice balance(s) not paid when due, that all outstanding balances must be fully paid prior to the submission of any claim(s) for loss and/or damage, and that in no event shall such claim for loss/damage be allowed as a set-off to invoice charges. Customer agrees that any claimed billing discrepancies not made in writing within fourteen (14) days of the invoice issuance are expressly waived and will be disallowed.

**Duties and Taxes:** It is agreed that all Duties and Taxes are due and payable to US Customs as required by law.

**Consent to Screen:** Customer certifies that all cargo does not contain any unauthorized explosives, incendiaries, or hazardous materials and consents to the search of cargo going forward from the date of this agreement. Customer is also aware that this endorsement and original signature, along with other shipping documents, will be retained on file.

**Choice of Law and Venue:** The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed in accordance with the laws of the State Of Florida.

**All obligations hereunder are performable in Nassau County Florida. The parties consent and submit to the sole and exclusive jurisdiction of the Courts of the State of Florida and expressly agree to such forum for the bringing of any suit, action or other proceeding (s) arising out of their obligations hereunder , and expressly waive any objection to venue in the State or Federal Courts of Nassau County Florida .**

**Acceptance and Verification:** Customer’s authorized signature below confirms that the information provided herein is submitted for the purpose of inducing the granting of such open credit, and the statements made herein are true and correct, and made under penalty of perjury. Further, Customer agrees that the grant of credit by PRAX constitutes consideration for the Terms & Conditions herein, and that any credit granted is subject to revocation upon material change in circumstances.

**Exclusive Agreement/Severability:** These terms represent the exclusive agreement between the parties regarding the subject matter hereof and are independent from any agreements relative to specific shipments, which are governed by the applicable Bills of Lading and other transit documents, including those Terms & Conditions published at [www.praxpedite.com](http://www.praxpedite.com) and updated from time to time. In the event of a conflict, and unless otherwise provided, the terms herein shall control, and cannot be waived or otherwise modified except by written agreement made by an authorized agent of PRAX. If any portion, provision or section of this Agreement is held to be invalid or legally unenforceable , the remaining portions , provisions or sections of this Agreement will not be affected and will be given full force and effect.

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Signature Title Date



Company Name:	Tax ID#:
Address:	DUNS#:
Address:	Tel. No.:
City / State / Zip Code:	Fax No.:
Contact Person:	Email:
Nature of Business	Years in Business:

Parent Company:	Main Tel.:
Address:	Main Fax:
City / State / Zip Code:	
Nature of Business:	Years in business

Business Structure	Corporation Division	Partnership Other (Specify):	Proprietorship
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	Name	Telephone	Email Address	Fax Number
President / CEO				
Treasurer / CFO				
Acct Payable Mgr				
Traffic Manager				

**Please provide complete responses to the requests below.**

Bank Name	Contact Person	Ph. Number	Email Address
Acct #	Telefax:		How Long?

Supplier Name (U.S. based only)	Contact Person	Telephone Number	Email Address
Account#	Telefax:		Type of Business

Supplier Name (U.S. based only)	Contact Person	Telephone Number	Email Address
Account#	Telefax:		Type of Business

Customs Broker	Contact:
Address	Telephone
Address	Fax
City / State / Zip	Email

Payment Terms Requested	Total Amount requested:	\$
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**I hereby authorize the bank identified above to release any and all requested information to Prax Worldwide Logistics LLC., for the express purpose of establishing an open account for credit.**

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Signature Title Date