



14213 Transportation Ave.
Laredo, TX 78045
Tel: (956) 724- 8417 / Fax: (956) 724-9015
www.transcontinentalinc.com

Credit Application Terms and Conditions

Signature One (Standard Terms and Conditions)

I _____, acting on behalf of _____ ("Customer"),
Please Print Name *Company Name*
hereby certify and agree as follows:

1. Customer represents that the information supplied in the Credit Application is in all respects complete, accurate and truthful. Customer agrees to notify TDS, Inc. ("TDS") promptly, in writing, of any substantive changes in the information provided.
2. Customer shall immediately notify TDS of any change of postal or email address, and, failing such notification, any notice to Customer is effectively sent if sent by post or email to Customer's last known address.
3. Customer understands that the information included in the credit application is for use by TDS in determining the amount, if any, and conditions of credit to be extended.
4. Credit limit and payment terms requested are contingent upon credit approval from TDS. Customer understands that TDS may cancel credit at any time without notice.
5. In the event credit is extended, Customer shall pay all invoices when due and pay interest on overdue accounts as recorded on TDS Invoices, and acknowledges that TDS may change such conditions from time to time. Standard payment terms are **15** for all business, unless agreed to in writing and signed by TDS. All accounts which are 31 days old will be considered delinquent and subject to review of credit privilege. A service charge of one and one-half percent monthly (1 ½ % monthly) may be assessed on all delinquent bills.
6. If Customer fails to abide by the conditions of the invoice or this credit agreement, or if TDS, in its absolute discretion, determines that Customer will be unable to pay amounts due and owing, TDS has the right to revise or revoke these credit arrangements. TDS shall provide Customer **48**-hours prior notice of the exercise of this right. During this **48**-hour period and thereafter, all new services will be provided on a C.O.D. basis.
7. Customer agrees that TDS may suspend any and all services as the result of Customers untimely payment or performance, and/or Customer's failure to abide by the conditions of the invoice or this

credit agreement.

8. Customer agrees to be held accountable for the payment of any and all penalties or late fees that may result from Customer's untimely payment or performance, and/or Customer's failure to abide by the conditions of the invoice or this credit agreement.
9. Customer agrees that TDS may set off against monies due from Customer or any affiliate monies owed by TDS to Company or any affiliate. Customer agrees that it will not set off against any amounts due to TDS or claimed to be due to Customer from TDS.
10. Customer understands that a \$35 fee will be assessed on any received checks that are returned by the bank because of insufficient funds.
11. Customer agrees to submit payment to TDS in full for all services rendered (without deduction or setoff), on the due date of each billing, at: [Attention: AR Department, TDS, Inc., 14213 Transportation Ave. Laredo, TX. 78045]. Payments made shall be applied by TDS in the following order: on all interest charges, if any, and then, invoices beginning with the earliest in date up to the most recent.
12. Customer agrees that by signing this document, it is authorizing TDS to obtain financial information from the Trade and Bank references listed in the Credit application. Customer explicitly authorizes TDS to obtain credit reports in connection with this application for credit. Customer also authorizes the Trade and Bank references, listed in the Credit Application, to release to TDS, on a continuing basis, any other financial information required by TDS to make its credit decisions. Customer hereby waives its rights to privacy with respect to all applicable Privacy Laws.
13. TDS agrees that any subsidiary, associated or affiliated companies named by Customer shall be entitled to participate in the credit privileges of Customer, provided that Customer agrees to be fully responsible for payment of any charges incurred by such companies and hereby guarantees payment thereof.
14. Customer understands that its obligation to pay freight or other charges is governed by tariffs and that statutory compliance extends to it. Customer shall be unconditionally responsible for all freight or other charges for which credit has been extended pursuant to the Credit Application and Agreement. If the services of a broker, forwarding agent or others (collectively the "Agents") are utilized in connection with the payment of freight or other charges to any Agents, Customer agrees that such Agents act as Shipper's or Consignee's Agents for such purpose and not as Agents to TDS. Customer further specifically agrees that, in extending credit, TDS is relying upon Customer's credit history and upon TDS' lien on goods and not upon the credit of such Agents. Customer shall be absolutely and unconditionally responsible for payment to TDS of all freight and other charges whether or not funds for payment of such freight and other charges have been advanced by Customer to Agents. If Customer provides funds to an Agent to pay freight or other charges due to TDS, it does so at its own risk, and in the event such Agent converts such funds to its own use or for any other reason fails to pay them to TDS, Customer shall remain absolutely and unconditionally liable to TDS for the payment of such freight and other charges. In no event shall any demand by TDS upon such Agent for payment constitute a waiver or estoppel of TDS' right to enforce Customer's undertaking herein.
15. All disputes must be submitted to TDS, in writing, no later than 30 days following the date of billing. Any billing not challenged by Customer within 30 days will be deemed accepted and it is agreed the billing shall not be subject to dispute by Customer.

16. Should TDS refer Customer's account to a collection agency and/or attorney, all reasonable collection and legal fees are to be paid by Customer. Customer agrees that all disputes with TDS will be subject to jurisdiction and resolution in Laredo, Webb County, Texas.
17. For strictly custom brokers business, TDS recommends Customer register for ACH direct program provided by the US department of homeland security:
http://www.cbp.gov/xp/cgov/trade/automated/automated_systems/ach/signing_up.xml
18. If any one or more of the above terms becomes invalid or illegal in any respect, such term or terms shall be waived and the validity, legality and enforceability of the remaining terms shall not be affected.
19. This document, together with any attached documents and invoices, constitutes and expresses the entire agreement of the parties. In the case of conflict between this document and any other contract or document, the parties that understand that this agreement controls, unless stated otherwise by the parties.

<i>Date</i>	<i>Signature (Signing Officer)</i>	<i>Name and Title (Signing Officer, Please Print)</i>
<i>Phone Number</i>	<i>Address</i>	<i>Email</i>

Signature Two (Services Agreement)

_____ has entered into a services agreement with TDS. I certify that the *Customer / Business Name* above information is true and accurate.

<i>Date</i>	<i>Signature (Signing Officer)</i>	<i>Name and Title (Signing Officer, Please Print)</i>
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