

XPRESS GLOBAL SYSTEMS



P.O. BOX 24628, CHATTANOOGA, TN 37422
 423/405-6293 FAX: 423/602-2256 or email sknight@xgsi.com

XGS USE ONLY:	CUSTOMER # _____	XGS RAE/AE # _____
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Date: _____	Credit Line Requested: _____
Company Name: _____	DBA: _____
Division/Subsidiary of: _____	D&B Number: _____

Bill to Information:
 Customer/Paying Agent Name (if applicable): _____
 Address: _____
 City, _____ State, _____ Zip: _____
 Accounts Payable Contact: _____ E-mail: _____
 Phone #: () _____ - _____ Fax #: () _____ - _____
 BOL/POD Required? Y N
 Email address for E-Billing (Receive invoice via e-mail): _____

Shipping Information:
 Customer Name (if applicable): _____
 Address: _____
 _____ City,
 _____ State, _____ Zip: _____
 Phone #: () _____ - _____ Fax #: () _____ - _____

Type of Entity: () Corporation () Branch () Partnership () Sole Proprietorship () Other
 Type of Business: () Distribution () Manufacturing () Retail () Other

Date Business Started: _____ Federal Tax ID#: _____

Company Officers, Partners, or Proprietor:	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Credit References: Three (3) References Must Be Listed, Preferably Supply Creditors.

Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
Phone: _____	Phone: _____	Phone: _____
Date Opened: _____	Date Opened: _____	Date Opened: _____
CurrentBAL: _____	Current BAL: _____	CurrentBAL: _____
Terms: _____	Terms: _____	Terms: _____

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Primary Bank Information:

Name: _____ Account No: _____
Address: _____
Bank Officer: _____
Phone: _____ Fax: _____

I hereby authorize the bank named herein to release info requested for the purpose of obtaining and/or reviewing my Company's credit from time to time. _____

Officer's Signature

This information is given to obtain an open account status. We agree to make full payment to Xpress Global Systems, LLC. ("XGS") upon receipt of invoice, but in no case later than thirty (30) days following date of invoice. Permission is given to inquire as to our credit worthiness from any source. We also agree to pay all collections/attorney's fees if this account is placed for collection. In the event of litigation, the statutes and laws of the State of Tennessee shall apply and jurisdiction and venue shall lie in Chattanooga, Hamilton County, Tennessee.

The following governing rules shall apply to all transportation services provided: (a) the terms of the Uniform Bill of Lading—non-conforming bills of lading shall be a receipt for goods only; (b) the terms of the XGS Tariff 190-A and subsequent revisions (see www.xgsi.com); (c) and standard claims rules otherwise applicable to common carriers (49 C.F.R. 370). All shipments shall be subject to a maximum cargo liability of \$100,000.00 per shipment. Acceptance of credit or tender of any load to XGS constitutes confirmation of, and agreement to, all terms and conditions herein. The Company understands that it must notify XGS in writing, and by certified mail, of any change in ownership, the name or the business structure under which credit is established.

Print Name: _____ Signature: _____
Date: _____

The person executing this agreement acknowledges and certifies that he/she has authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions.

Applications without an authorized signature above will not be processed.

PERSONAL GUARANTY

I, by my signature below, hereby voluntarily authorize XGS to obtain "consumer reports" and/or "investigative consumer reports" about me from a consumer reporting agency and to consider the reports when making decisions or when advising or counseling lenders regarding the Customer's application for the extension of credit or after we may become a borrower with respect to any evaluation of credit risk in connection with any collection activity or an extension or modification of an existing credit or the extension of new or additional credit to Customer. I also release XGS from any and all liability for conducting such an investigation. I unconditionally and absolutely guarantee to XGS the full and prompt payment and performance by the Customer of all of its obligations under and pursuant to this Credit Application, together with the full and prompt payment of any and all costs, expenses of, and incidental to the enforcement of this Personal Guaranty, including without limitation

reasonable attorney’s fees. I agree that this Personal Guaranty shall remain in full force and effect and be binding upon me until the Customer has performed all of its obligations in full.

PERSONAL GUARANTY CONTINUED

I agree that so long as there is any portion due and owing or that becomes due and owing by Customer to XGS pursuant or incidental to this Credit Application that I, as the Guarantor, shall be liable to XGS without any prior notice. I agree that this Personal Guaranty shall be deemed a contract made under and pursuant to the laws of the state of Tennessee and shall be governed by and construed in accordance with such laws. Prior to signing this Personal Guaranty Agreement, I have read the attached document entitled “Fair Credit Reporting Act Disclosure,” which defines the terms “consumer”, “consumer report” and “investigative consumer report,” and the summary of rights under the Fair Credit Reporting Act as contained in 15 U.S.C. 1681 et seq, attached to the Disclosure.

I understand the information disclosed to me, have had an opportunity to ask questions about the information and had my questions, if any, answered.

Print Name of Personal Guarantor

Signature of Personal Guarantor

Date

Relationship to Customer/Title

Social Security Number

Address of Personal Guarantor

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS; AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANTS INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY; WASHINGTON, D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Xpress Global Systems, LLC., Attn: Credit & Collections, PO Box 24628, Chattanooga, TN 37422 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Xpress Global Systems, LLC. reserves the right, at its sole discretion and without notice, to cancel all available credit and refuse to make future advances.