



1820 Shiloh Rd., Ste. 1303
Tyler, TX 75703

CREDIT APPLICATION

PLEASE COMPLETE THE FOLLOWING CREDIT APPLICATION AND RETURN TO:

FAX:

(678) 795-1936



CREDIT APPLICATION

Company Name _____

Billing Address _____ City _____ State _____ Zip _____

Street Address _____ City _____ State _____ Zip _____

Phone () _____ Toll # () _____ Fax # () _____

Type of Business _____

Type of Ownership: _____ Corporation _____ Partnership _____ Sole Proprietorship _____ Other _____

Federal ID # _____ Year Business Established _____ Dun & Bradstreet # _____

Affiliate Companies _____

Branch Offices _____

Corporate Principals/Partners/Owner

Name _____ Title _____

Name _____ Title _____

Credit References

Please list five truckload **carrier** credit references that you have done business with at least one year.

Creditor	_____	Phone () _____	City _____	State _____
Creditor	_____	Phone () _____	City _____	State _____
Creditor	_____	Phone () _____	City _____	State _____
Creditor	_____	Phone () _____	City _____	State _____
Creditor	_____	Phone () _____	City _____	State _____

Financial Information

Bank _____ City _____

Phone _____ Officer _____

STSA #26



CREDIT APPLICATION TERMS

1. If invoice payment is not received by Swan Transportation Services, Ltd. ("Broker") within thirty (30) days of the invoice date, the undersigned ("Shipper") shall pay a finance charge of one and one-half percent (1½ %) monthly (annual percentage rate 18%) on all unpaid amounts, less credits and unpaid finance charges, from the date of the invoice. The finance charge shall in no event exceed the maximum rate which is permitted by law. In the event any finance charge exceeds that which is permitted by law, any such excess shall be deemed a mistake and the excess shall, at the option of Broker, either be refunded to Shipper or credited to the unpaid balance of the account.

2. Shipper agrees that all claims for goods shipped, goods damaged in transit, untimely shipments and all other claims shall be made against the carrier, and not against Broker. Broker shall not be liable for any loss, damage or delay caused by the carrier's negligence, including the carrier's willful misconduct or reckless disregard for the condition, safety or timely delivery of the goods. Broker will assist the Shipper in the filing of all claims against the carrier. Shipper agrees that it will not withhold payment or deduct amounts from Broker's payments for any claims for goods shipped, goods damaged in transit, untimely shipments or any other claims, unless agreed to in writing between Broker and Shipper.

3. Shipper agrees to pay all attorney's fees, costs, court costs and expenses incurred by Broker in connection with any efforts deemed reasonably necessary by Shipper for the enforcement of any of the terms of this agreement or the collection of the unpaid balance of any invoice or other sum due to Broker.

4. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT AND ALL OBLIGATIONS ARISING HEREUNDER SHALL BE DEEMED TO BE PERFORMABLE IN KINGWOOD, HARRIS COUNTY, TEXAS. The parties agree and consent to the exercise of jurisdiction by the courts of Smith County, Texas to determine any dispute relating to this agreement, performance hereunder, or any asserted breach hereof. No provision of this agreement shall be modified or limited except as agreed to in writing by the parties hereto. If any provision shall for any reason be or become invalid or unenforceable, the remainder shall not be affected thereby.

5. **This agreement cannot be modified, amended, limited or suspended unless in writing and signed by Broker.** This agreement together with the invoices and any Shipper/Broker Transportation Agreement between the parties (the "Transportation Agreement") constitute the entire agreement of the parties. No agreements, representations or warranties other than those in this agreement and contained in the body of the invoices shall be binding unless made in writing and signed by both parties. In the event of any conflict between these Credit Application Terms and the Transportation Agreement, the terms of the Transportation Agreement shall control.

I (we) fully understand these terms and agree to the proper payment in consideration of the services to be rendered by Broker and the extension of credit.

Name of Company Applying for Credit

SWAN TRANSPORTATION SERVICES, LTD.

Signature and Title of Company Representative

Winston Jones
President

Printed Name and Title of Company Representative