



CREDIT APPLICATION

# FREIGHT DEFENSE

Toll Free: (855) 935-9999 • 1271 Contract Drive • Green Bay, WI 54304 • customerservice@freightdefense.com

## COMPANY INFORMATION

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Ship-to Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Ship-to County: \_\_\_\_\_

Preferred Shipping Method: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Resale Number or Exemption Number: \_\_\_\_\_

**NOTE: Customers shipping to Wisconsin must submit an Exemption Certificate**

Date Company Established: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Check Appropriate Box: Corporation  LLC  Partnership  Proprietorship

## OFFICERS & PRINCIPALS

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## BANK INFORMATION

Company Bank: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Account #: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

**Please give credit references below that will substantiate the credit line requested.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_ Contact Name: \_\_\_\_\_

Estimated Monthly Purchases: \$ \_\_\_\_\_ Credit Line Requested: \$ \_\_\_\_\_



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## TERMS AND CONDITIONS AGREEMENT

The undersigned individual represents and warrants to Freight Defense, LLC ("The Company") that he/she is an owner, member, partner, proprietor, officer, or manager of the referenced business (the "Business") and has the authority to grant the rights granted herein and agrees to the terms herein on behalf of the Business. On behalf of the Business, the undersigned hereby authorizes The Company to contact the listed Bank and Trade references for the purposes of The Company determining the creditworthiness of the Business now and in the future. The Company may also contact such references from time to time to determine the status of the Business and the collectability of any outstanding invoices between the Business and The Company without further authorization from the undersigned or the Business.

By executing this Credit Application, the Business agrees to pay all invoices issued by The Company to the Business strictly in accordance with their terms. To the extent the terms of any purchase order submitted by the Business to The Company differ from the terms of invoice issued by The Company to the Business, the terms of The Company's invoices shall govern. The terms of this Credit Application shall supercede and take precedence over any conflicting standard terms contained in any purchase order received by the Business to The Company and any invoices issued by The Company to the Business. The Business acknowledges that if any invoice issued by The Company to the Business is not paid strictly in accordance with its terms, The Company shall have the right, among other things, to refuse to ship any pending order, to change the terms of any purchase order accepted by The Company to C.O.D., cash in advance or similar terms, to likewise change the terms of any future purchase order between the Business and The Company and/or to proceed with any legal remedy available to The Company in law or in equity.

All sales between The Company and the Business shall be governed by the Uniform Commercial Code as enacted by the State of Wisconsin and any other applicable laws of the State of Wisconsin, except to the extent that law may be in conflict with the terms of this Credit Application, in which case, the terms of this Credit Application shall govern.

The unenforceability of any provision of this Credit Application (as determined by a court of competent jurisdiction) shall not affect any other provision hereof or render the remaining terms of this Credit Application null or void.

The Business shall timely notify The Company of any change in the information provided in this Credit Application and, upon request of The Company, shall issue updated Credit Applications.

The undersigned recognizes that it would be inconvenient for The Company to enforce payment of the obligations of the Business to The Company in a forum located outside of Brown County in the State of Wisconsin, and therefore, any action brought by The Company to enforce payment of any invoices shall be venued exclusively in Brown County, Wisconsin, to which venue and jurisdiction the Business expressly consents. The Business shall not seek to remove any case filed in such forum to any federal court.

The undersigned represents and warrants to The Company, which representations and warranties shall continue and be deemed reiterated with each purchase order submitted to The Company, that the foregoing information is true and correct and that there are no facts or circumstances that would render the Business unable to honor payment obligations to The Company within usual and customary credit terms not exceeding thirty (30) days from date of invoice. The undersigned acknowledges that The Company will rely on the accuracy of the information set forth herein in determining whether to extend credit to the Business.

**Accepted by:**

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_