



# DEDICATED CARRIERS, INC.

(813) 884-8466 • (800) 315-9878

## Credit Agreement

The applicant through the undersigned agent agrees to the following conditions of sale:

**a. Credit Requirements / Invoice Terms:**

The applicant agrees to abide by the credit requirements and invoice terms extended to the applicant by the credit department of Dedicated Carriers. The credit department reserves the right to modify the customer credit requirements and invoice terms from time to time as conditions may warrant. Credit terms are from the date of actual delivery regardless of the payment terms. DCI credit terms are **“Net 30 Days”** unless other credit terms are arranged prior to shipment.

**b. Invoice Discrepancies:**

The applicant agrees to notify Dedicated Carriers in writing, prior to the due date, of invoice discrepancies or disputes. The invoiced amount is to be paid in full, unless payment is accompanied by a written description of the reason for the disputed payment.

**c. Shipping Discrepancies:**

The applicant agrees to notify Dedicated Carriers of any bill of lading changes prior to delivery, and of any delivery exceptions within 10 days following delivery.

**d. Default on Invoice Terms or Conditions of Sale:**

The applicant agrees to compensate Dedicated Carriers for its’ actual collection costs arising from the applicant’s default on invoice terms or conditions of sale. Collection costs include, but are not limited to, third party collection fees, attorney fees, and court costs. In the event of non-payment after 60 days, Dedicated Carriers reserves the right to eliminate all discounts and collect total freight charges from any and all involved parties which include, Shipper, Consignee, Owner of Product Shipped, or the Third Party involved.

**e. Authorization of Credit Report:**

The applicant authorizes the above named creditor to obtain a written or oral credit report from any credit-reporting agency. The applicant further authorizes any bank or commercial business with whom the applicant is doing or has done any type of business to give any and all necessary information to the creditor which will assist creditor in the credit investigation.

**f. Jurisdiction:**

Whereas, Applicant is seeking credit from Dedicated Carriers, its affiliates and consigns and, Whereas, Dedicated Carriers, its affiliates and consigns has extended credit, it is hereby agreed between the parties that the company to whom credit is extended through this agreement and the individual signing this agreement on behalf of the company agree that any legal action shall be brought in the location of Dedicated Carriers, to wit, The Thirteenth Judicial Circuit of the State of Florida in and for Hillsborough County and that the parties further agree that if any action arising out of this agreement shall be brought in any other location, then each party agrees to seek a transfer of such action to the above forum.

**g. Security Interest:**

To secure its Obligations hereunder, Applicant grants to Dedicated Carriers a continuing security interest in and to the Collateral, notwithstanding the creation of the above security interest, the relationship between the parties hereto shall be that of a purchaser and seller, and not that of lender and borrower. Applicant authorizes Dedicated Carriers to file initial financing statements and amendments thereto that indicate the Collateral as all assets of Applicant or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC.

\_\_\_\_\_  
Agreement Date

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

