

## **Credit Application Terms & Conditions**

As consideration for the grant to Applicant of Credit with respect to charges in connection with services provided by Crowley Maritime Corporation and/or its affiliates (each of which, as applicable is referred to herein as "Crowley"), Applicant agrees as follows:

Applicant shall be unconditionally responsible for all charges due to Crowley for which Credit has been extended pursuant to this Agreement, regardless of whether or not funds for payment have been advanced by Applicant to any related party or intermediary. Applicant understands that its obligation to pay for services provided by Crowley is governed either by private contract or by certain tariffs and/or service contract terms and conditions on file at either the Federal Maritime Commission, the Baltic and International Maritime Council, or the Surface Transportation Board and that, to the extent applicable, statutory compliance with such tariffs and/or service contract terms and conditions extends to Applicant.

Applicant shall pay all charges within thirty (30) days from date of invoice, or as otherwise provided in Crowley's applicable tariffs and/or service contracts.

Applicant understands and agrees that, to the extent applicable at law and not in conflict with a governing private contract or tariff and/or service contract terms and conditions between Crowley and Applicant covering the same subject matter, this Agreement shall be governed by and construed in accordance with the laws of the United States of America and Applicant agrees that any suit arising out of or relating to this Agreement shall be brought in a United States District Court located in the Southern District of New York, the Middle or Southern Districts in the State of Florida, or the Eastern District of the State of Washington and, that once brought the court so chosen shall have exclusive jurisdiction to hear such disputes hereunder, including but not limited to any disputes relating to freight or other sums payable to Crowley for carriage to or from the United States of America or its Territories. Applicant agrees that failure to pay any charges required to be paid to Crowley shall be deemed an act of breach of this Agreement committed in the State of Florida that subjects Applicant to jurisdiction of Florida's courts and that in such event if Crowley files suit against Applicant for such payment in one of the aforementioned courts located in Florida, Applicant has expressly waived its right to contest jurisdiction of such court. In the event Applicant is delinquent in payment for service provided, Applicant shall bear all costs of collections plus liquidated damages of twenty-five (25) percent of all of the services provided by Crowley as a reasonable estimate of Crowley's damages which are at this time difficult to ascertain and, not as a penalty, whether suit is brought for such delinquency or a collection agent is employed. Crowley shall also have a lien on any goods in Crowley's possession or control for any charges payable to Crowley under this Agreement and for all previously unsatisfied debts due to Crowley by the Applicant. Where permitted by law, Crowley's lien shall cover any charges payable to Crowley by Applicant under any other agreement between Crowley and Applicant. Crowley shall have the right to sell the goods by public auction or private treaty without notice to Applicant, and Applicant shall remain responsible for payment of such sums due.

Crowley shall set the Applicant's Credit limit. Applicant shall not exceed Crowley's Credit limit without Crowley's permission and Crowley shall be under no obligation to permit charges in excess of then current Credit limit. Crowley may waive Credit limits, payment due dates, or any other provision of this Agreement, but any such waiver (even if repeated) shall apply only to the provision waived and only to those occasions on which the waiver is granted, and shall not establish a course of dealing or constitute a waiver of any other term or condition or of performance on any other occasion. In the exercise of its absolute discretion, Crowley may deny Credit under this Application and Agreement or it may, after extending Credit pursuant to this Application, cancel such Credit with respect to future services or shipments of Goods for any reason upon Notice to Applicant. The cancellation of Credit shall not impair Crowley's right to collect payment for all services, freight and other

charges for which Credit has previously been extended in accordance with the terms of this Agreement.

The information on the attached Credit Application and Agreement is provided for the purpose of inducing Crowley to extend Credit to Applicant and Applicant warrants such to be true and correct as of the date hereof. Applicant hereby expressly represents that it is authorized to make and does make this Agreement for and on behalf of the owner of said Goods subject to each and all of these terms and conditions and agrees that both the Applicant and the owner of the Goods are bound jointly and severally by these conditions. Applicant hereby authorizes Crowley to investigate all bank and trade references and to verify the information provided. Notwithstanding Crowley's continuing right to investigate and verify the bank and trade references and information provided, Applicant is under the affirmative obligation to promptly notify Crowley of any material change in its financial condition or, to the extent applicable, the financial condition of the beneficial owner of the Goods for which Applicant may be acting as Agent, and failure to so notify Crowley shall be construed as a material breach of this Agreement and a misrepresentation of material fact intended to induce Crowley to extend Credit to Applicant. This Agreement shall become effective as of the date accepted by Crowley.

By signing below, the undersigned hereby acknowledges and agrees to be bound by the terms and conditions outlined above and represents that he/she is authorized by the Applicant to execute this Agreement.

**TERMS AND CONDITIONS MAY NOT BE MODIFIED!** Any conflicting or additional credit-related provisions or terms on any Applicant-generated documents are negated by submission of these Terms and Conditions and the issuance of credit by Crowley to Applicant.