

DAVIS TRUCKING, LLC

P.O. BOX 500234

SAN DIEGO, CA 92150

619.229.9997

**CREDIT APPLICATION/
TERMS & CONDITIONS**

TERMS AND CONDITIONS

1. In tendering this shipment, shipper agrees to the Conditions of Contract, which no agent or employee of the parties may alter, and that this Bill of Lading is NON-NEGOTIABLE and has been prepared by shipper or on shipper's behalf by DAVIS TRUCKING, LLC. It is mutually agreed that the conditions of carriage for this shipment are governed by DAVIS TRUCKING, LLC. tariffs, available for inspection at DAVIS TRUCKING, LLC. offices, and which hereby are incorporated into this contract.
2. Shipper warrants that this shipment is packed adequately to protect the shipment and ensure safe transportation with ordinary care and handling.
3. DAVIS TRUCKING, LLC. SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF INCOME, WHETHER OR NOT DAVIS TRUCKING, LLC. HAS KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED.
4. Due to the inherent nature of the freight business, DAVIS TRUCKING, LLC. does not GUARANTEE DELIVERY by stipulated date or a stipulated time, nor shall DAVIS TRUCKING, LLC. be liable for the consequences of failure to make timely delivery.
5. All claims (except overcharges) must be received in writing by DAVIS TRUCKING, LLC. within 30 days after DAVIS TRUCKING, LLC. accepted the shipment. Concealed loss/damage must be reported IN WRITING TO DAVIS TRUCKING, LLC. within 7 days after delivery or if perishables verbally within 24 hours, and with written follow-up within 48 hours after delivery. No claims will be paid until transportation charges have been paid. Claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by DAVIS TRUCKING, LLC. in whole or in part.
6. DAVIS TRUCKING, LLC. liability in the absence of a higher declared value for carriage, is limited to \$0.65 per pound per piece, but not more than \$50 per shipment whichever is higher. This limitation is subject to revision as published in DAVIS TRUCKING, LLC. governing tariffs in effect at the time of this shipment. Declared values for carriage shall be subject to an excess valuation charge.
7. DAVIS TRUCKING, LLC. shall not be liable for loss, damage or delay caused by Acts of God, terrorism, public authorities, strikes, labor disputes, weather, mechanical aircraft failures act or omissions of Customs or quarantine officials, or civil commotions.
8. Unless otherwise expressly provided in DAVIS TRUCKING, LLC. tariff is, and subject to any conditions or restrictions contained therein the following articles will not be accepted for carriage. Any shipment prohibited by law, bonds, coins of any kind, currency, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver coined concentrates, jewelry (other than costume jewelry), money, pearls, precious metals, securities (negotiable), time-sensitive written material (e.g. bids, contract proposals when the declared value exceeds \$500, watches and parts thereof, and such other articles provided in DAVIS TRUCKING, LLC. Governing tariffs and service guide. These limitations are subject to revision as published in DAVIS TRUCKING, LLC. governing tariffs. DAVIS TRUCKING, LLC. shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this Bill of Lading, and no employee or agent of DAVIS TRUCKING, LLC. has any authority to accept for transportation such articles or to waive the limitations herein contained. *The maximum coverage for "loss" caused by or resulting from theft of Covered Property consisting of Alcoholic Beverages, Batteries, Cameras, Computer Chips, Drug Store Supplies, Electronic Equipment, Firearms, Ammunition, Furs, Fur Trimmed Garments, Jewelry, Leather, Meats, Seafood, Precious, Semi-Precious Stones, Metals, Rubber Tires, Shoes for Men, Women & Children, Textiles, Wearing Apparel, Tobacco Products, TV Sets, Radios, Stereo, Video Equipment & Watchers is \$5,000 or Five (5)%, WHICHEVER is LESS, of the limit of insurance applicable to the vehicle from which the Covered Property was stolen, whether or not a higher declared value was stated or paid.

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9. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater.
10. If dimensional weight applies under tariff rule, show dimensions in inches on Bill of Lading, thus: LENGTH x WIDTH x HEIGHT/250.
11. If this is an international shipment (except Canada destined shipments), liability rules under the Warsaw Convention shall apply and DAVIS TRUCKING,LLC accepts this Bill of Lading as a shipper's Letter Instruction with authorization to prepare and sign on shipper's behalf an international air waybill. For international shipments, DAVIS TRUCKING,LLC reserves the option to act as agent of the shipper, instead of as carrier, in which event the direct carrier's tariffs shall apply to this shipment.
12. The shipper, consignee and owner of the goods are jointly and severally liable for the payment of and shall indemnify the carrier against all unpaid transportation charges, advances and disbursement of the carrier, said indemnification to include all collection and legal expenses including attorney fees which carrier may incur during the course of any collection action carrier may take to enforce collection of delinquent charges due carrier.
13. Invoices are due in full within 30 days. Past due invoices, thirty (30) days old, will be charged 1 1/2% service fee per month or maximum amount allowable by law. A ten dollar (\$10.00) minimum late charge may apply.
14. For any questions regarding this Bill of Lading contact DAVIS TRUCKING, LLC. 619-229-9997.
15. Davis shall have the right to (a) substitute alternate carriers or other means of transportation and (b) select the routing or deviate from that shown on the face hereof.
16. Forum, Jurisdiction and venue shall be exclusively in San Diego County, California, for all proceedings.
17. Davis Trucking, LLC shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due it by the shipper. This shall be a general lien on all shipments in its possession tendered by the shipper, and not limited to a specific lien on shipments for which charges are due. Enforcement of liens may be on any commercially reasonable terms.
18. **LIABILITY FOR FREIGHT CHARGES**
Subject to its sole discretion, Davis Trucking, LLC shall extend credit to qualified customers and may by agreement initially bill an intermediary, the named consignor, or the named consignee in the air waybill or bill of lading or Bill of Lading. All freight charges shall be paid within 30 days of invoice without offset. Invoices not paid within 30 days shall be subject to interest at the rate of 1 1/2% per month until paid. If collection efforts are required by Davis Trucking, LLC to collect any amount due, collection fees at the rate of 25% or \$300, whichever is greater, shall apply.
19. **Payment Terms:** Due in full within 30 days of invoice date.
20. **Disputes:** Disputes must be brought to Davis Trucking's attention within 14 days of receiving invoice and are not an excuse for non-payment. All disputes should be cleared up within 14 days.
21. **Collection Policies:**
 - At 30 days past due-1 1/2% PER MONTH service fee will be added to invoice amount.
 - At 60 days past due-Suspend Services
 - At 90 days past due-Sent to Collections and reported to all Credit Reporting Bureaus including Dunn & Bradstreet, Trans Union, TRW, and Equifax.
22. A surcharge fee will be added to the invoice total, if paid by credit card.

“Thank You!” for doing business with Davis Trucking and we look forward to supporting you and your business into the future.

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CREDIT APPLICATION

1. COMPANY INFORMATION

Full Legal Name/Business Entity:	Phone Number:	Fax Number:
Doing Business As (DBA):		
Address/City/State/Zip:		
Company Type (Circle One): Corporation Proprietorship Partnership Franchisee Other: _____		
Controller' Name _____ Accounts Payable Contact _____		
Email Address _____ Email Address _____		

2. BUSINESS CREDIT INFORMATION

Federal Tax I.D.:	Incorporated in what state?	D & B Account #:
Year Business Established	At Present Location Since:	Credit Line Requested:

3. BANK REFERENCES

Bank Name:	Account #:	Contact:
Address:	City/State/Zip:	Phone:
Bank Name:	Account #:	Contact:
Address:	City/State/Zip:	Phone:

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4. CREDIT REFERENCES

Company Name:	Account #/Contact:	Phone:
Address:	City/State/Zip:	Fax:
Company Name:	Account #/Contact:	Phone:
Address:	City/State/Zip:	Fax:
Company Name:	Account #/Contact:	Phone:
Address:	City/State/Zip:	Fax:

5. AUTHORIZATION

By signing this application, I authorize Davis Trucking, LLC or its agent to investigate my personal credit and financial records including my banking records. As part of such investigation, I authorize Davis Trucking, LLC to request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of this and other accounts with Davis Trucking, LLC and the marketing of other products and services to me and my business by Davis Trucking, LLC. I further authorize Davis Trucking, LLC to share the information received from my consumer credit reports with Davis Trucking, LLC's parent, subsidiaries and affiliates. If I request, you will tell me whether my consumer credit report was requested and, if so, the name and address of the consumer credit reporting agency that furnished the report.

If multiple owners, each owner must authorize

Owner's First Name:	Initial:	Last Name:	
Home Address:		Home Phone Number:	
		Email:	
City/State/Zip:			
Authorized Signature:			Date:

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Owner's First Name:	Initial:	Last Name:	
Home Address:		Home Phone Number:	
		Email:	
City/State/Zip:			
Authorized Signature:		Date:	

I/We certify the above furnished information to be true and accurate.

Signature(s) Required

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

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