

APOLLO FREIGHT, INC. CREDIT APPLICATION

6040 Avion Drive, Suite 204, Los Angeles, CA 90045 Tel: (310) 258-6148
Return Completed to Application to Fax No.: (310) 943-2117

1. INSTRUCTIONS FOR OPENING AN ACCOUNT WITH APOLLO FREIGHT, INC. ("APOLLO")

SUBMIT CREDIT APPLICATION. Please complete in full, sign and return the original credit application and agreement. All information submitted will be held in the strictest confidence and used for reference purposes within our credit department. Faxed credit applications will be accepted to begin the credit investigation; however the original form is required for our files.

2. COMPANY INFORMATION

Company Name:			
DBA (is use another trade name):			
Company Structure:		Corporation <input type="checkbox"/>	LLC <input type="checkbox"/>
		Partnership <input type="checkbox"/>	Proprietorship <input type="checkbox"/>
Federal ID (REQUIRED):		State of Incorporation (REQUIRED):	
Address:			
City:	State:	Zip Code:	Country:
Website:	Phone:	Fax:	
3.1 PRINCIPAL OF THE COMPANY, PERSON SIGNING POWER OF ATTORNEY FOR CUSTOMS:			
Name:	Title:	Cell:	
E-mail:	Phone:	Fax:	
3.2 BILLING CONTACT:			
Name:	Title:	Cell:	Manager <input type="checkbox"/>
			Operation <input type="checkbox"/>
E-mail:	Phone:	Fax:	Accounting <input type="checkbox"/>

3. CREDIT INFORMATION

Credit Extension Requested:	Business Started:
Have you filed Bankruptcy?: YES <input type="checkbox"/> NO <input type="checkbox"/>	If so, under what name and year?:
RESPONSIBLE PARTIES (OWNERS, PARTNERS, OFFICERS):	
Title:	Officer Name: Social Security:
Title:	Officer Name: Social Security:
4.1 BANK REFERENCE:	
Bank:	Contact: Account:
Phone:	Fax: E-mail:
4.2 CREDIT REFERENCES:	
Company:	Contact: Account:
Phone:	Fax: E-mail:
Company:	Contact: Account:
Phone:	Fax: E-mail:
Company:	Contact: Account:
Phone:	Fax: E-mail:

4. APOLLO CREDIT AND PAYMENT POLICIES.

4.1. PAYMENT AND CREDIT POLICY, TERMS AND CONDITIONS OF AGREEMENT.

4.1.1. PAYMENTS. Terms of credit are Net 14 days from invoice date unless otherwise previously agreed upon in writing. Accounts not paid within terms will be considered delinquent.

4.1.2. DEDUCTIONS. No deductions from payment due will be accepted without prior written authorization from APOLLO.

4.1.3. INTEREST. APOLLO will add a delinquency charge of 1.5 % per month (18% per annum) or the maximum allowed by law, whichever is greater, to any amount which becomes past due more than 15 days from the net due date appearing on each invoice and thereafter on delinquent amounts until paid.

4.1.4. COLLECTIONS. In addition to all other charges and remedies, in the event of default in payment, APOLLO and its parent and affiliated companies (collectively hereinafter referred to as "APOLLO") shall be entitled to recover all costs of collection, including reasonable attorney's fees, court costs, interest from the date on which net payment is due at the highest rate permitted by law and such further relief as the court may grant.

4.1.5. ARBITRATION. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Venue and jurisdiction for any petition to enforce the arbitration award, and for any provisional relief, shall be exclusively in Los Angeles, California. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the preceding sentence, any claim under this contract seeking less than US\$25,000 shall not be subject to the arbitration provisions of this agreement. In any action on, arising out of or related to this agreement, the court shall award the prevailing party its reasonable attorneys fees.

4.1.6 GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

4.1.7. RETURN CHECK CHARGE. Any checks not honored by the bank shall be subject to bank charges each time the check is returned and may be cause for such other legal action as is permitted by law. Future sales may be subject to cash terms.

4.1.8. CHANGE IN TERMS/CONDITIONS. Should credit extension be granted, all credit shall be extended at the sole discretion of APOLLO. APOLLO reserves the right to change these terms and conditions or to terminate an account at any time.

5. GUARANTEE

The undersigned, jointly and severally, if more than one, hereby guarantee the full and prompt payment, without offset, of all existing and future indebtedness of Company to APOLLO, including any costs, expenses, and reasonable attorneys' fees payable as a consequence of APOLLO's collection efforts. This corporate guarantee is absolute, complete, irrevocable and continuing. Notice of acceptance of this guarantee, extension of credit, modification in terms of payment, and any right or demand to proceed against the principal debtor is hereby acknowledged by the undersigned.

This guarantee shall remain in force until APOLLO revokes or modifies it in writing. Such revocation shall not affect any obligation incurred prior to receipt of written notice by APOLLO.

Guarantor _____ on behalf of the Company
(Please type or print name and title)

Signature _____

6. PROPRIETOR & CORPORATE AUTHORIZATION

The terms and conditions of this application shall, upon extension of credit by APOLLO, constitute a legally binding agreement. I understand and accept the above terms and conditions and have provided true information to the best of my knowledge.

By signing this application, I authorize APOLLO or its agent to investigate my personal credit and financial records including my banking records or my company's credit and financial records if this application is made on behalf of a corporation, limited liability company or partnership. As part of such investigation, I authorize APOLLO to request and obtain consumer credit reports on me (or my Company) in connection with the opening, monitoring, renewal and extension of this and other accounts with APOLLO and the marketing of other products and services to me and my business by APOLLO. I further authorize APOLLO to share the information received from my consumer credit report with parent divisions, subsidiaries, and affiliates (and others if applicable). Upon my request, APOLLO will provide me with the name and address of the consumer credit reporting agency that furnished the report. I agree to inform of any changes in legal status of the company and to provide an updated credit application as may be requested periodically. I also understand that the completion of this form does not guarantee an open account. I understand that failure to enforce any of the terms set forth does not constitute a waiver of these terms in the future.

THE UNDERSIGNED PARTY hereby certifies under penalty of perjury that the information I have supplied in this application and agreement are true and correct and, understand that APOLLO intends to rely significantly on all of the information I have supplied in this application and agreement in determining the firm's creditworthiness. In my capacity as an officer, partner, agent or owner, I am authorized to sign this credit application and agree to the above terms and conditions of sale and extension of credit.

Name _____ Signature _____
(Please type or print name)

Title _____ Date _____