



P.O. Box 3757  
 Seattle, WA 98124  
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 LyndenCredit@Lynden.com

## COMMERCIAL CREDIT APPLICATION & AGREEMENT

Customer, identified below in Section I, hereby applies for credit with any/all of the Lynden companies ("Carriers") listed below:

### For Internal Use

Customer requires set-up in the following company billing systems:

- |                                                                                |                                                                                                |                                                                                                             |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Alaska Marine Lines, Inc.<br>Aloha Marine Lines       | <input type="checkbox"/> Brown Line, LLC<br><input type="checkbox"/> DeLong Mountain Logistics | <input type="checkbox"/> Lynden Logistics, Inc.<br>FKA Lynden International                                 |
| <input type="checkbox"/> Alaska Marine Trucking, LLC                           | <input type="checkbox"/> LTI, Inc.                                                             | <input type="checkbox"/> Lynden International Logistics Co.                                                 |
| <input type="checkbox"/> Alaska West Express, Inc.<br>Lynden Oilfield Services | <input type="checkbox"/> Lynden Air Cargo, LLC<br><input type="checkbox"/> Lynden Canada Co.   | <input type="checkbox"/> Lynden Logistics Services, Inc.<br><input type="checkbox"/> Lynden Transport, Inc. |

<b>Section I. COMPANY INFORMATION REQUIRED</b>			
Full Legal Company Name		Phone	Taxpayer ID (TIN, EIN OR SS#)
DBA (if any)		D&B / DUNS #	Name of Parent Company (if any)
Street Address		City	St      Zip
Billing Address		City	St      Zip
Estimated Monthly Purchases from Lynden		Number of Employees	Company Web Address
Accounts Payable Contact Name		AP Phone	AP Email
<b>Section II. BUSINESS TYPE REQUIRED</b> (Check <u>ONE</u> box below and complete corresponding section)			
<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC	Date of Incorporation	State of Incorporation	In Business Since (year)
<input type="checkbox"/> SOLE PROPRIETORSHIP	Owner's Name Home Address City	Year of Birth	SSN State      Zip
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP	Managing Partner Address City, St, Zip	Managing Partner Address City, St, Zip	
<b>Section III. TRADE REFERENCES REQUIRED (Transportation References Preferred)</b>			
Business Name/Address		AR Contact Name	AR Phone      AR Fax or Email
Business Name/Address		AR Contact Name	AR Phone      AR Fax or Email
Business Name/Address		AR Contact Name	AR Phone      AR Fax or Email
<b>Section IV. BANK REFERENCE REQUIRED</b>			
Name/Address		Bank Contact Name	Bank Phone      Bank Fax or Email
<b>Section V. INVOICE DELIVERY (check box below)</b>		<b>Section VI. REMITTANCE VIA (check box below)</b>	
<input type="checkbox"/> Mail <input type="checkbox"/> EDI <input type="checkbox"/> Email/EZ Invoice <input type="checkbox"/> Portal/Payment Service		<input type="checkbox"/> Check <input type="checkbox"/> Wire Transfer <input type="checkbox"/> EFT/ACH	

Customer understands that oral agreements or commitments to loan money, extend credit or forbear from enforcing repayment of a debt are not enforceable under Washington law. The federal Equal Credit Opportunity Act prohibits creditors from discriminating on the basis of race, color, religion, national origin, sex, marital status or age, or because part of the applicant's income derives from a public assistance program or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency that administers compliance with this law is the Federal Trade Commission, 2896 Federal Building, 915 Second Avenue, Seattle, Washington 98174.

## TERMS AND CONDITIONS

1. Customer understands that it is Carrier's policy to require full payment of all charges in cash, check, or other immediately available funds prior to delivery of goods and/or services and that Carrier has agreed to alter this policy as to Customer, subject to the terms and conditions of this agreement; this agreement is strictly for business, commercial or agricultural products pursuant to 15 U.S.C. §§1601 et seq. and not for personal, family or household purposes. In consideration of Carrier's grant of credit, Customer agrees not to pay any balance by credit card without written authorization from an officer of Carrier in each instance. Preferred methods of payment include check, ACH/EFT, and wire transfer.
2. Customer warrants the accuracy and completeness of all information provided on the front page and acknowledges that Carrier shall rely upon such information. If at any time subsequent to the execution of this agreement there is a change in ownership, management, legal structure, name and/or the financial position of Customer which is reasonably material or adverse, Customer shall immediately inform Carrier and Customer shall not utilize credit extended pursuant to this agreement. The individual executing this agreement warrants he/she is an owner, officer, director and/or manager of Customer and has been duly authorized to complete and bind Customer to the terms and conditions of this agreement in the event Carrier agrees to extend credit to Customer.
3. Customer authorizes Carrier to access credit information relating to Customer from any source whatsoever, including without limitation the banking and trade references identified on the front page of this agreement, at any time, including after credit has been extended, in order to evaluate the creditworthiness of Customer. Customer authorizes and directs all people and entities identified on the front page of this agreement (bank references, trade references) as well as any others who may possess information relating to the creditworthiness of Customer to fully release such information to Carrier and/or its agents and representatives. To the extent any such person or entity requires written authorization before releasing such information, a photocopy of this agreement shall suffice.
  - 3a. Lynden will never sell personal information. Personal information will only be used in the normal course of business to assist in setting up Customer with an appropriate credit limit and terms and to prevent transaction fraud.
  - 3b. By selecting the Lynden companies on page one, Customer separately agrees to the terms of this agreement with each company ("Carrier") selected, and agrees that additional companies can be selected in the future with Customer's written authorization including, without limitation, by email.
4. If, following investigation and evaluation of creditworthiness, Carrier agrees to extend credit to Customer, then Carrier shall issue an acceptance letter to Customer stating that it is willing to extend credit. The acceptance letter shall identify the maximum limit to which credit will be extended, and shall additionally include any other terms or conditions which Carrier deems appropriate. Upon issuance, the acceptance letter shall be fully incorporated into this agreement.
5. Should credit be extended to Customer, all decisions with respect thereto, including Carrier's increase, decrease, or termination of any credit availability, shall be at Carrier's sole and absolute discretion. If Customer's request for credit or increase of credit is denied, or if credit is withdrawn, Customer shall have the right to a written statement of the reasons for such action. To obtain this statement, Customer must contact Carrier's credit department within sixty (60) days from the date Customer was notified; Carrier will then provide a written statement within thirty (30) days of such contact.
6. Following issuance of the acceptance letter, Carrier shall extend credit to Customer up to the maximum limit stated in the acceptance letter. Should outstanding charges owed by Customer exceed the stated limit, the balance in excess of the stated limit shall become immediately due and payable, and Customer shall thereafter be required to pay all charges owed to Carrier in excess of the stated limit prior to origination of additional shipments, delivery of goods in transit, and/or provision of goods or other services. Similarly, no further credit will be extended by Carrier to Customer until the outstanding balance is brought within the stated limit and Customer is otherwise in compliance with this agreement. Under no circumstances shall an extension of credit in excess of the stated limit be deemed a waiver by Carrier of its rights to require immediate payment of all amounts exceeding the stated limit; to terminate this agreement; or to otherwise exercise any rights Carrier may have under this agreement, on Carrier's bill of lading, at law, in equity or otherwise.
7. If Customer requests Carrier to produce documentation that is other than Carrier's standard invoice, bills of lading, delivery receipts, or shipment tracking and reports available via Carrier's automated or customer-accessed self-service internet site (EZ-Commerce) or if Carrier is required to electronically enter shipment and/or billing information into systems or portals other than Carrier's in-house billing and shipment system, the following charges may apply:
  - 7a. Invoices entered electronically into other than Carrier's in-house system may be charged a fee per shipment or bill, subject to current minimum tariff charges plus any third party charges incurred by Carrier.
  - 7b. Customer reports or other non-standard data entry or documentation may be subject to hourly fee, billed in ¼ hour increments and subject to current tariff minimum charges.
8. Customer agrees to pay Carrier, without offset of any kind, all freight and other charges for services and/or goods provided by Carrier, directly or indirectly, within thirty (30) days of invoice or other terms as may be specified in a written contract between Customer and Carrier. Interest on all unpaid past due balances shall accrue at the rate of one and one-half percent (1½ %) per month from date due until paid in full. Carrier is authorized to apply payments received first to accumulated interest and then to the oldest charges. At Carrier's discretion, any sums (including credits, refunds or property damage claims payments) which Carrier owes Customer may be applied against any outstanding balance which Customer owes Carrier.
9. Customer hereby grants Carrier a consensual lien upon and security interest in all goods in which Customer has any interest whatsoever, whether as shipper, owner, manager, agent, consignee or otherwise, specifically extended to include all such goods which may at any time be in the possession of Carrier for transportation, storage, or otherwise, for payment of any amounts due Carrier, and authorizes Carrier to file a UCC-1 financing statement relative thereto. Customer hereby authorizes Carrier to hold, warehouse, store and/or sell, publicly or privately, without notice and at Customer's sole cost, risk and expense, any or all such goods to satisfy amounts due Carrier.
10. Any legal or collection agency fees and costs, as well as any other expense or cost including without limitation those relating to the holding, storing or selling of goods, in any way relating to the collection of amounts due Carrier shall be promptly paid or reimbursed by Customer.
11. This agreement shall continue so long as Customer continues to purchase goods and/or services from or owes any amount to Carrier, but may be terminated by Carrier at its sole discretion at any time upon written notice to Customer. Credit extended under this agreement shall automatically terminate upon any breach or failure to perform hereunder by Customer, but Customer's obligations pursuant to this agreement shall survive termination. Any Customer breach or failure to perform under this agreement with respect to credit extended by one Carrier listed above shall automatically be a breach of the credit agreement(s) between Customer and all other Carriers.
12. This agreement, together with the acceptance letter if issued by Carrier, constitutes the entire agreement as to matters addressed herein and supersedes and replaces all prior or contemporaneous agreements, written and oral. No amendment of this agreement shall be effective unless in writing, specifically referencing this clause and signed by an authorized representative of Carrier.
13. This agreement shall be governed by Washington law. The parties hereby submit to the exclusive jurisdiction and venue of the courts located in Seattle, Washington with respect to any dispute relating to this agreement, and agrees that the substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.

ALL services are subject to standard terms & conditions of our bills of lading, available at <http://www.lynden.com/terms-conditions.html>. By shipping with any carrier, listed above, customer hereby acknowledges acceptance of these terms and conditions.

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

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

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

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