

**Sinofreight, LLC**  
**Credit Application Agreement**  
**PHONE (626) 271-9800 FAX (626) 271-9841**

**Business Contact Information**

Company Name:		
Parent Company:		
Proprietor/Partner's Name(s):		
A/P Contact:		
Phone:	Fax:	E-mail:
Physical Address:		
City:	State:	ZIP:
Mailing Address:		
City:	State:	ZIP:

**Business and Credit Information**

Year Established?			
How long at current address?			
Is business incorporated?			
Corporation Number:			
Federal Tax ID			
Has company or owners ever filed Bankruptcy?			
Bank Name:			
Bank Address:			
Contact Name:			
City:	State:	ZIP:	Phone:
Type of account	Account number		
Savings			
Checking			

**Business and/or trade references**

<b>COMPANY NAME:</b>			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			
<b>COMPANY NAME:</b>			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			
<b>COMPANY NAME:</b>			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			

**Agreement**

1. All invoices are to be paid 15 days from the date of the invoice.
2. Claims arising from invoices must be made within 15 days.
3. By submitting this application you authorize Sinofreight, LLC to make inquiries to the banking, savings, business, and/or trade references you have supplied.

**Signatures**

Title:	Title:
Date:	Date:

## TERMS AND CONDITIONS

If credit is extended, the undersigned agrees that the following terms and conditions apply to all transactions with Sinofreight, LLC:

1. The undersigned warrants that the information on the credit application agreement (“Agreement”) attached hereto is accurate. The undersigned will inform Sinofreight, LLC within 10 days of any change of the information provided in this Agreement. The undersigned will also inform Sinofreight, LLC if the undersigned files for bankruptcy protection or an assignment for the benefit of creditors.
2. The undersigned agrees to pay Sinofreight, LLC for labor and materials rendered within a maximum of fifteen (15) days, notwithstanding a refusal of any other related party to pay the undersigned. No retention will be held, no exceptions. In the event payment is not made within fifteen (15) days of the date of Sinofreight, LLC invoice, the undersigned agrees to pay interest on the amount due at the highest interest rate allowed by law. The undersigned agrees that Sinofreight, LLC shall withdraw any discount afforded to the undersigned if any payment is not made when due.
3. In the event Sinofreight, LLC must employ legal counsel to collect any delinquent payment, reclaim any of Sinofreight, LLC property, or file any legal action arising out of this Agreement, Sinofreight, LLC shall be entitled to reasonable attorney’s fees and costs incurred. The undersigned also agrees that any actions or proceedings relating directly or indirectly to this Agreement or any transaction involving Sinofreight, LLC must be filed in either Federal or State Court in the County of Los Angeles, California. Furthermore, this Agreement and any controversy arising out of any transaction involving Sinofreight, LLC and the undersigned will be subject to the laws of the State of California. Both parties expressly agree to waive jury trial.
4. Payment on the undersigned’s account will be credited first to cost of collection, including reasonable attorney’s fees if any, then to interest incurred and then the remaining principal, beginning with the oldest invoices first.
5. **PAYMENT IS REQUIRED WITHIN FIFTEEN (15) DAYS OF PRESENTATION. FAILURE TO PAY BILLED CHARGES MAY RESULT IN A LIEN ON FUTURE SHIPMENTS, INCLUDING THE COST OF STORAGE AND APPROPRIATE SECURITY FOR THE SUBSEQUENT SHIPMENT(S) HELD, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 3051.5.**
6. In the event the undersigned is delinquent on any payment, Sinofreight, LLC shall have the right to terminate all future deliveries, if any, and declare the entire balance of the delinquent account, and all other amounts by the undersigned, immediately due and payable in full without further notice or demand.
7. Disputes of any kind must be brought to the attention of Sinofreight, LLC in writing within fifteen (15) days of the date of the invoices. The undersigned agrees to waive the right to any and all claims after fifteen (15) days of the date of the invoice.

8. It is understood and agreed that the undersigned agrees to fully insure, at its own expense, all property delivered to Sinofreight, LLC and transported by Sinofreight, LLC against all insurable risks, including damage or destruction of such property to the negligence of all parties including but not limited to Sinofreight, LLC or its agents and employees. Such insurance against any and all losses for which insurance is available and the policy of insurance shall provide that the insurer waives all claims of subrogation against Sinofreight, LLC and its agents and employees.
9. In no event and under no circumstances shall Sinofreight, LLC be liable to anyone for any loss profits or special, incidental, indirect or consequential damages whatsoever resulting from any of the undersigned's damaged property or delay in transporting said property, whether such damage or delay was caused by Sinofreight, LLC, its agents or employees.
10. The undersigned warrants that it has the right to possess and transport the property submitted to Sinofreight, LLC for storage and transportation.
11. Sinofreight, LLC is not in the business of long-term storage of any property. Accordingly, property is stored at Sinofreight, LLC at the sole risk of the undersigned. Storage fees will be charged for all property stored at Sinofreight, LLC. The undersigned has agreed to the storage fee schedule attached hereto.
12. In the event the undersigned violates the terms and conditions of this agreement, the undersigned agrees to indemnify, hold harmless and defend Sinofreight, LLC from any and all causes of actions and claims arising out of a breach of this agreement.

The undersigned has carefully read, and agrees to be bound by, the terms and conditions set forth herein.

Agreed and accepted by:

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

All notices to Sinofreight, LLC shall be delivered to the following address:  
**900 Turnbull Canyon Rd, City of Industry, CA 91745**