



CARIBBEAN
SHIPPING AND COLD STORAGE SERVICES

CREDIT APPLICATION
CARIBBEAN SHIPPING SERVICES
CARIBBEAN COLD STORAGE
25 2nd STREET SOUTH
JACKSONVILLE BEACH, FL 32250
PHONE 904-247-0031
FAX 904-247-0103
Email: Frankie@caribbeanshipping.com

COMPANY NAME: _____

BILLING ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PHYSICAL ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PHONE #: _____ FAX #: _____

EMAIL ADDRESS: _____

CHIEF ACCOUNTANT: _____ PHONE#: _____

TYPE OF BUSINESS: _____ TAX EXEMPT# _____

SIC CODE: _____

YEARS IN BUSINESS: _____ EIN# _____

STATE OF INCORPORATION: _____ DATE: _____

PRESIDENT / GENERAL MANAGER: _____ PHONE: _____

EMERGENCY AFTER HOURS PHONE NUMBER: _____

DUNN & BRADSTREET # _____

25 2nd St. South * Jacksonville Beach, FL 32250
Customer Service: 904-247-0031 * Fax: 904-247-0103
Puerto Rico: 787-275-2233 * Fax: 787-795-2573
Shipping: OTI NO. N14107 * Cold Storage: OTI NO. F4015



BANKING AND TRADE REFERENCES

BANK: _____ ACCOUNT# _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PHONE# _____ FAX# _____

CONTACT NAME: _____

TRADE:

COMPANY: _____ CONTACT: _____

ADDRESS: _____ CITY & STATE _____

PHONE# _____ FAX# _____

COMPANY: _____ CONTACT: _____

ADDRESS: _____ CITY & STATE _____

PHONE# _____ FAX# _____

COMPANY: _____ CONTACT: _____

ADDRESS: _____ CITY & STATE _____

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EVERYTHING I HAVE STATED IN THIS CREDIT APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. CARIBBEAN SHIPPING SERVICES/CARIBBEAN COLD STORAGE IS HEREBY GIVEN PERMISSION TO CHECK THE CREDIT REFERENCES OR OTHER INFORMATION ON THIS APPLICATION AND TO OBTAIN A CONSUMER OR COMMERCIAL CREDIT REPORT.

ALSO, BY SIGNING THIS APPLICATION I ACKNOWLEDGE THAT I UNDERSTAND THAT PAYMENTS ARE DUE 30 DAYS FROM INVOICE DATE.

IN EVENT ACCOUNT HAS TO BE SUBMITTED FOR COLLECTIONS YOU WILL BE RESPONSIBLE FOR ALL COSTS OF COLLECTIONS AND APPLICABLE INTEREST AT A RATE OF 1/5% PER MONTH OR 18% PER ANNUM.

PRINT NAME

SIGNATURE

DATE

Our goal is to be the most reliable and efficient logistics provider...to deliver the finest caliber of service...to set the industry standard for quality.

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CREDIT APPLICATION and AGREEMENT-Terms and Conditions

As consideration for the grant to Applicant of Credit with respect freight or other charges in connection with services provided by Caribbean Shipping Services, Inc, or Caribbean Cold Storage, Inc, (each of which, as applicable is referred to herein as "Caribbean"), Applicant agrees as follows:

Applicant shall be unconditionally responsible for all charges for services, freight or other charges for which Credit has been extended pursuant to this Agreement. If the services of an Agent or Agents (as herein defined) are utilized in connection with the payment of freight or other charges to Caribbean, Applicant agrees that such Agent(s) act as Shipper's or Consignee's agent for such purposes and not as agent of Caribbean. Applicant further specifically agrees that, in extending Credit hereunder, Caribbean is relying upon Applicant's credit standing and upon Caribbean lien on the Goods (as herein defined), and not upon the credit of such Agent or Agents. The term "Prepaid" on Caribbean's bill of lading issued to Applicant or its Agent does not mean that freight and related charges have actually been paid and if for any reason, the Shipper fails to pay such promptly, Caribbean shall also seek payment from consignee or the beneficial owner of the Goods. The term "Collect" on Caribbean's bill of lading issued to Applicant or its Agent indicates only that Caribbean agrees in the first instance to seek payment of freight and related charges from consignee prior to release of the Goods at the port of destination and if, for any reason, consignee fails to pay such promptly, Caribbean shall also seek payment from Shipper or the beneficial owner of the Goods. Applicant shall be absolutely and unconditionally responsible for payment to Caribbean of all charges for Caribbean services, freight and other charges due Caribbean at its own risk, and in the event an Agent converts such funds to its own use or for any other reason fails to pay them to Caribbean, Applicant shall remain absolutely and unconditionally liable to Caribbean for the payment of such amounts due and owing Caribbean for its services, including but not limited to freight and other charges. In no event shall any demand by Caribbean upon such Agent or Agents for payment of such amounts due and owing Caribbean constitute a waiver or an estoppels of Caribbean's right to enforce Applicant's undertaking herein. Notwithstanding the actual pick-up or delivery date of any shipment, Applicant shall pay all freight and other charges within thirty (30) days after date of sailing

from the port at which goods were loaded, or as otherwise provided in Caribbean's applicable tariffs and/or service contracts (the "Credit Period"). All freight charges shall be deemed to have been earned on receipt of the Goods by Caribbean. All freight and other charges shall be paid in full on or before the end of the Credit Period without discount or setoff of any kind in accordance with the terms of the governing bills of lading, tariffs and service contracts applicable thereto as if no Credit had been extended.

Applicant understands and agrees that, to the extent applicable at law and not in conflict with any tariff, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and Applicant agrees that any suit arising out of or relating to this Agreement shall be brought in State Circuit Court in Duval County, Florida 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 Caribbean for carriage to or from the United States of America or its Territories. Payment is due and payable in the State of Florida. Applicant agrees that failure to pay any charges required to be paid to Caribbean in the State of Florida shall be deemed an act of breach of this Agreement committed in Duval County, State of Florida that subjects Applicant to jurisdiction of Florida's courts and that in the event that Caribbean files suit against an Applicant for such payment in Duval County, Florida, Applicant has expressly waived its right to contest jurisdiction of such court. In the event Applicant is delinquent in payment of freight and/or other charges, Applicant shall bear all costs and legal fees of collections, including appeals, whether or not suit is actually brought. In addition to the payment of all sums due and owing to Caribbean in accordance with its applicable Bills of Lading, in the event of a default, Applicant shall further be required to pay, as liquidated damages beyond the account or accounts due, twenty-five (25) percent of any freight bill (including all charges set forth in Caribbean's Bills of Lading) as a reasonable estimate of Caribbean's damages beyond the payment of the underlying debt represented by the aforesaid Bills of Lading, as reasonable estimates of Caribbean's damages which are at this time difficult to ascertain and, not as a penalty, whether or not suit is brought for such delinquency or a collection agent is employed. Applicant agrees that the shipper, consignee, holder

of any applicable bills of lading, and owner of any applicable goods and their principals shall be jointly and severally liable to Caribbean for the payment of all freight, demurrage, general average and other charges due to Caribbean. Caribbean shall also have a lien on any goods in Caribbean's possession or control for any charges payable to Caribbean under this Agreement and for all previously unsatisfied debts due to Caribbean by the Shipper, consignee, or owner of the Goods. Caribbean 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 Caribbean'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 Caribbean to extend Credit to Applicant and Applicant warrants such to be true and correct as of the date hereof. In the event Applicant is merely the Shipper or an Agent and otherwise not the beneficial owner of the Goods for which Caribbean will be providing services, 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 Caribbean to investigate all bank and trade references and to verify the information provided. Applicant is under the affirmative obligation to promptly notify Caribbean 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 Caribbean shall be construed as a material breach of this Agreement and a misrepresentation of material fact intended to induce Caribbean to extend Credit to Applicant. In the event Applicant is an Agent, Applicant shall immediately notified Caribbean in the event of any change in the status of its license and/or bond and failure to so notify may result in suspension or revocation of Credit. This Agreement shall become effective as of the date accepted by Caribbean.

ACKNOWLEDGED and AGREED: Signature: _____

Print: _____

Title: _____

Date: _____