



221 WEST 37TH STREET
NEW YORK, NY 10018
PHONE (212) 730.2330 info@reactny.com

REFERRED BY _____

BANK REFERENCE

DATE _____

BANK _____

TYPE OF BUSINESS _____

BRANCH ADDRESS _____

COMPANY NAME _____

ATTENTION _____

ACCOUNT NUMBER _____

ADDRESS _____

CONTACT _____

TELEPHONE _____

TELEPHONE _____

TRADE REFERENCES: (List those whom you buy from on credit)

NAME _____

NAME _____

ADDRESS _____

ADDRESS _____

TELEPHONE _____

TELEPHONE _____

TERMS:

PAYMENT: • Net 30 Days • 2 1/2% Per Month Finance Charge • All Collection Costs Will Be Paid By Shipper

In consideration for credit being extended by React Express & Logistics, Inc., I or we ("Shipper") acknowledge and agree to the following: (1) Payment for all services supplied by React Express & Logistics, Inc. is jointly, severally, and unconditionally guaranteed within 30 days of billing; (2) Any charges unpaid after 30 days are to be increased by 2 1/2% per month; (3) Any charges outstanding after 60 days from date of billing are subject to collection, and all collection or arbitration expenses, attorney's fees and court costs will be home by the Shipper; (4) All claims, requests for adjustments, or notification of errors must be made in writing within 30 days of billing date or charges are considered accepted; (5) credit privileges may be withdrawn at any time without invalidating the terms of this agreement.

INSURANCE:

In consideration of the rate charged, it is agreed that the declared value of any shipment, whether consisting of one or more packages is not more than \$50.00, and that the liability of React Express & Logistics for any loss or damage, irrespective of the cause including negligence (Loss), is not more than \$50.00 for every shipment requested. If a greater value is declared at the time the call is placed React Express & Logistics will furnish a rate to carry and insure the shipment of higher value. React Express & Logistics will not insure cash or negotiable securities for greater than \$50.00 regardless of the amount or value of cash or negotiable securities. Shipper's failure to notify React Express & Logistics to add insurance will be deemed a waiver by shipper of any liability of React Express & Logistics in excess of \$50.00. React Express & Logistics will not be liable for loss or damage caused by delay or improperly packed or improperly labeled shipments. Claims regarding loss or damage of any kind must be made in writing within 30 days of delivery of shipment to React Express & Logistics or such claims shall be deemed waived by the shipper. Shipper shall defend, indemnify and save harmless to the fullest extent permitted by law, React Express & Logistics, its agents, officers, directors, shareholders, employees, heirs, principals and their personal representatives, from and against any and all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and expenses) in connection with, arising out of directly or indirectly, this agreement including but not limited to claims by third parties for Loss to Shipments, any fine, Penalty, judicial or administrative proceeding or threatened proceeding or fine whether civil, criminal, or otherwise, including any appeal or other proceeding for review brought or threatened against React Express & Logistics. Shipper agrees that it shall pay to React Express & Logistics upon demand React Express & Logistic's costs and damages including attorney's fees and disbursements in connection with the breach of this agreement. Under no circumstances shall React Express & Logistics be liable for any indirect, exemplary, consequential or incidental damages. This agreement cannot be modified and its provisions cannot be waived unless in writing and signed by both parties. If any provision of the agreement shall be invalid or unenforceable, the remainder of this agreement shall be binding and enforceable to the fullest extent permitted by law. This agreement shall be governed by the laws of New York State and the venue for all legal actions, proceedings or claims, whether in equity or at law shall be in the courts in the state and county of New York.

Authorized Signature _____ Date _____

Name _____ Title _____

Company Name (Shipper) _____

By signing this application Shipper acknowledges that it has read, and agrees with, all the terms and conditions herein.