

New Account Application

Application Date: _____ HBI Account Representative: _____

Company Name: _____

Address: _____ Suite: _____

City/State/Zip: _____

Operations Phone: _____ Fax: _____

Main Contact: (Day) _____ (Night) _____

E-Mail Address: _____

Billing Address (if different): _____ Suite: _____

City/State/Zip: _____

Accounts Payable Contact: _____ E-Mail Address: _____

Accounts Payable Phone: _____ Accounts Payable Fax: _____

Does Your Company have other stations? _____

Website Address: _____

REFERENCES (within transportation service industry):

1. _____ Phone: _____ Fax: _____

2. _____ Phone: _____ Fax: _____

3. _____ Phone: _____ Fax: _____

Bank Name: _____ Phone: _____ Fax: _____

Account #: _____ Type of Account: _____

Account #: _____ Type of Account: _____

Number of Years in Business: _____ Dunn & Bradstreet Number: _____

Principal/Owners Name(s) (REQUIRED): I certify that I am an authorized representative and fully charged with the ability to sign, agree and submit this application for credit.

(Any information that does not fit on this sheet, please attach on a separate sheet.)

By signing below and initially on page 2, I knowledge receipt of HBI Transportation Services' Terms and Conditions and I understand that credit extended is on NET 20 day terms.

Principal/Owner Signature _____ Date _____

PLEASE FAX BOTH PAGES HBI's CORPORATE HDQTRS; ATTENTION: GINA (703) 834-9094 or EMAIL signed documents (both pages) to ginadehaut@hbifreight.com

FOR HBI INTERNAL USE: Date Account Opened: _____ Account No.: _____

Credit Amount Issued: _____

CUT ALONG DOTTED LINE

Terms and Conditions of Service

Declared Value and Insurance

- 1.) HBI Transportation Services' liability on shipments with no insurance requested will be limited to \$0.50 per pound up to a maximum of \$50.00 per shipment.
- 2.) The declared value of a shipment is agreed and understood to be \$0.50 per pound up to maximum of \$50.00 unless a greater amount is declared prior to shipment, on the voucher, and applicable insurance charges paid thereon. The maximum declared value for any shipment is \$20,000.00.
- 3.) HBI Transportation Services shall not be liable for any loss, damage, delay, mis-delivery, or non-delivery or other result caused by:
 - (a) The act, default or omission of the consignor.
 - (b) The nature of the shipment or defect or inherent vice thereof.
 - (c) Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.
 - (d) Acts of God, perils of the air, public enemies, public authorities acting under the authority of the law, quarantine, riots, labor disturbances, civil commotions, fuel shortages or hazards incident to a state of war.
- 4.) Notwithstanding the foregoing, HBI Transportation Services in no event shall be liable for any consequential, incidental or special damages which may arise from loss, damage, non-delivery or delay of any shipment. This limitation shall apply to and include, but not be limited to damages for loss of profit, loss of income or loss of business opportunity.
- 5.) HBI Transportation Services and/or its assignees will not be liable for items of extraordinary value including, but not limited to electronic or computer equipment, works of art, jewelry, money, precious metals, gems, furs, coins, bullion, or securities and other negotiable items. Such items will be accepted but maximum liability is \$50.00.
- 6.) Shipper warrants that the shipment is packaged to prevent damage from normal care in the handling of air shipments. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be denied.
- 7.) The consignor and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of such shipment including sums advanced or disbursed by the forwarder on account of shipment.
- 9.) HBI Transportation Services expressly reserves the option to deal with any shipment tendered hereon as an agent for the shipper.
- 10.) Shipper warrants that the shipment is properly described on the voucher as to its proper contents. HBI Transportation Services reserves the right to open and inspect any shipment.
- 11.) All parcels tendered to HBI Transportation Services are subject to reweighing by HBI and are subject to recalculation of charges based on such reweighing. Regardless of actual classification, or that claimed by the shipper, carrier shall reserve the right to determine dimensional weight or reweigh while in its possession to be transported on a revenue-bearing freight bill. To determine dimensional weight, the extreme measurements of the length times the width times the height of the article, in inches shall total the cubic inch content. For HBI Transportation Services, the chargeable weight of any shipment is computed by dividing the cubic inch content by a factor of 194 cubic inches per pound.
- 12.) In the event that any provision of the Declared Value and insurance agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement.

Payment of Charges/Default

- 1.) On approved credit and with a valid Transportation Services Customer Account Number, HBI's credit terms require payment of all

charges within 20 calendar days of the HBI invoice date.

- 2.) Nonpayment of any shipments herein or any other default by any and all parties under these Terms and Conditions of Services shall constitute a claim by HBI against such parties, and such parties, in addition to accepting liability for such claim of payment or other damages, shall be liable for all costs related to the collection of such claim, including, but not limited to, court costs, attorney's fees, and related expenses.

On approved credit and with a valid HBI Transportation Services Customer Account Number, HBI's credit terms require payment of all charges within 20 calendar days of the HBI invoice date.

Claims

1.) CLAIMS PROCEDURES

(a) All claims for lost or damaged shipments must be made in writing and received by HBI Transportation Services Headquarters within 15 days after date of acceptance of this shipment by the consignee.

(1) Merchandise must be retained in its original shipping container in order that HBI and/or its assignees may make inspection thereof. (2) Satisfactory proof of loss must be furnished including invoices and supporting documents.

(3) Claimant agrees to assist HBI Transportation Services in recovery of the loss from any insurer and invoke all legal rights shipper may have to minimize the effect of any loss.

(4) HBI Transportation Services or its insurer shall become subrogated to all rights and remedies, if any, of claimant in respect to such a loss.

(b) Claims for overcharges, must be made in writing to HBI Transportation Services within one year after the acceptance of the shipment by the consignee.

(c) No claims for loss or damage to a shipment will be entertained until all transportation charges have been paid. The amount of claims may not be deducted from transportation charges.

2.) In the event that any provision of the Claims Procedures agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement.

Rate Changes

HBI Transportation Services reserves the right to change its shipping tariffs on all shipments without serving prior notice to shipper and any such tariff may apply for any period of time as deemed necessary by HBI.

Fuel Surcharges

HBI Transportation Services reserves the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time as deemed necessary by HBI.

Governing Law/Jurisdiction for Disputes

I certify that I am an authorized representative and fully charged with the ability to sign, agree and submit this application for credit. I further certify that I have read the motor freight rules circular and understand that terms and conditions, including but not limited to fuel surcharges, detention and other assessorial charges, are governed by the HBI rules circular. The motor freight circular is available at "www.hbifreight.com". Applicant agrees that this agreement has been negotiated in the Commonwealth of Virginia and that minimum contacts with the Commonwealth of Virginia have been established. Further, applicant agrees to waive any claim or defense based on jurisdiction and/or venue and Applicant voluntarily submits to the jurisdiction and venue of the Commonwealth of Virginia and the County of Loudon.

I acknowledge receipt of HBI's Terms and Conditions, please initial _____