



**CREDIT APPLICATION AND AGREEMENT  
INCLUDING TERMS AND CONDITIONS**

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

Applicant's Name: \_\_\_\_\_ Applicant's title \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email address you would like invoices emailed to: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_ Accounts Payable Phone: \_\_\_\_\_

Who is your UCW Logistics Point of Contact? \_\_\_\_\_

How much monthly credit are you requesting? \_\_\_\_\_

**Membership in trade associations? (please list)**

\_\_\_\_\_

D&B DUNS #: \_\_\_\_\_ Federal EIN #: \_\_\_\_\_

**BANK REFERENCES**

Bank: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Account #: \_\_\_\_\_

How long have you had account(s) at the listed bank? \_\_\_\_\_

**BUSINESS REFERENCES**

**Company 1:** \_\_\_\_\_

Contact: \_\_\_\_\_ Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

**Company 2:** \_\_\_\_\_

Contact: \_\_\_\_\_ Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

**Company 3:** \_\_\_\_\_

Contact: \_\_\_\_\_ Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

APPLICANT AUTHORIZES UCW LOGISTICS, LLC (UCWL) TO OBTAIN CREDIT INFORMATION ABOUT APPLICANT, VERBAL OR WRITTEN, FROM THE ABOVE-NAMED (OR ATTACHED) REFERENCES. IF CREDIT IS EXTENDED, APPLICANT AGREES TO PAY FOR ALL FREIGHT AND RELATED SERVICES ARRANGED OR PROVIDED BY UCW LOGISTICS, LLC AT THE RATES SPECIFIED AND CONFIRMED AT THE DATE OF EACH SHIPMENT, OR DATE THAT OTHER SERVICES ARE PROVIDED. PAYMENTS SHALL BE DUE WITHIN 30 DAYS OF DATE OF INVOICE. APPLICANT'S PAYMENT OBLIGATIONS TO UCW LOGISTICS, LLC SHALL NOT BE SUBJECT TO THE RECEIPT OF PAYMENT BY APPLICANT FROM ANY OTHER PARTY. IN THE EVENT OF NON-PAYMENT OR OTHER VIOLATION OF THIS CREDIT APPLICATION AGREEMENT, APPLICANT WILL PAY ALL COLLECTION COSTS INCLUDING REASONABLE ATTORNEY FEES. APPLICANT REPRESENTS THAT THE PERSON SIGNING THIS CREDIT APPLICATION IS EXPRESSLY AUTHORIZED TO DO SO, THAT IT IS BINDING ON APPLICANT, AND AGREES AND CONSENTS TO VENUE OF GREENVILLE, SOUTH CAROLINA FOR ANY LEGAL ACTION. THIS CREDIT APPLICATION AGREEMENT IS EXPRESSLY INCORPORATED BY THIS REFERENCE, INTO ALL TRANSPORTATION AND OTHER RELATED AGREEMENTS ENTERED INTO BY THE PARTIES, VERBAL OR WRITTEN.

UCWL AGREES TO ARRANGE FOR TRANSPORTATION OF APPLICANT'S FREIGHT PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN COMPLIANCE IN ALL MATERIAL RESPECTS WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS RELATING TO THE BROKERAGE OF THE FREIGHT COVERED BY THIS AGREEMENT. UCWL'S RESPONSIBILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO ARRANGING FOR, BUT NOT ACTUALLY PERFORMING, TRANSPORTATION OF SHIPPER'S FREIGHT.

APPLICANT SHALL DEFEND, INDEMNIFY AND HOLD UCWL HARMLESS FROM AND AGAINST ANY CLAIMS ACTIONS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO CARGO LOSS, DAMAGE, OR DELAY AND PAYMENT OF RATES AND/OR ACCESSORIAL CHARGES TO CARRIERS, ARISING OUT OF APPLICANT'S PERFORMANCE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, ACTIONS OR DAMAGES DUE TO SUCH OTHER PARTY'S OWN NEGLIGENCE OR INTENTIONAL ACTS. FAILURE OF INSURANCE COVERAGE, FOR ANY REASON, SHALL NOT EXONERATE EITHER PARTY FROM ITS INDEMNITY OBLIGATIONS HEREUNDER. THE OBLIGATION TO DEFEND SHALL INCLUDE ALL COSTS OF DEFENSE AS THEY ACCRUE. THE LIMIT OF ANY LIABILITY FOR UCWL SHALL NOT EXCEED MONETARY INSURANCE LIMITS INCLUDING COMPREHENSIVE GENERAL LIABILITY INSURANCE OF \$1,000,000 PER OCCURRENCE, TRUCK BROKER LIABILITY INSURANCE OF \$1,000,000 AND CONTINGENT CARGO LIABILITY INSURANCE OF \$100,000, UNLESS OTHERWISE EXPRESSLY AGREED TO BY BOTH PARTIES. UCW LOGISTICS SHALL HAVE NO LIABILITY FOR SHIPMENTS IN MEXICO.

UCW, AS A BROKER, HAS NO LIABILITY FOR LOSS OR DAMAGE TO FREIGHT. ANY CLAIM FOR LOSS OR DAMAGE TO FREIGHT MUST BE PRESENTED TO UCW FOR UCW TO PRESENT TO THE MOTOR CARRIER. SUCH CLAIMS MUST BE PRESENTED WITHIN 90 DAYS OF DELIVERY OF THE GOODS, OR, FOR NON-DELIVERED GOODS, WITHIN 90 DAYS OF SHIPMENT OF THE GOODS. IN THE EVENT THAT UCW IS DETERMINED, FOR WHATEVER REASON, TO BE LIABLE FOR LOSS OR DAMAGE TO FREIGHT, UCW'S LIABILITY IS LIMITED TO \$100,000. THE CUSTOMER AUTHORIZES UCW TO ENTER INTO CONTRACTS WITH MOTOR CARRIERS OR OTHER INTERMEDIARIES OR CARRIERS THAT LIMIT THE LIABILITY OF SUCH CARRIERS OR INTERMEDIARIES. CUSTOMER UNDERSTANDS THAT IT WILL BE BOUND BY SUCH LIMITATIONS.

APPLICANT CERTIFIES AND REPRESENTS THAT: IT (HE/SHE) HAS RECEIVED A COPY OF THIS AGREEMENT; ALL INFORMATION PROVIDED TO UCWL IS TRUE AND CORRECT; AND THAT APPLICANT EXPRESSLY INTENDS UCWL TO RELY UPON IT. APPLICANT GRANTS PERMISSION TO UCWL TO CONTACT ANY OR ALL REFERENCES, TRADE AND BANK INCLUDING COMMERCIAL CREDIT REPORTING AGENCIES, AT ANY TIME BEFORE OR AFTER EXTENDING CREDIT TO APPLICANT, AND THAT THE BANK(S) IS AUTHORIZED TO DISCLOSE ACCOUNT NUMBERS, CHANGES IN ACCOUNT NUMBERS (INCLUDING WITHOUT LIMITATION CLOSING OF ANY ACCOUNTS), AS WELL AS ACCOUNT NAMES, BALANCES, AND ACCOUNT HISTORIES. UCW LOGISTICS, LLC AGREES THAT ALL CREDIT AND FINANCIAL INFORMATION WILL BE KEPT CONFIDENTIAL.

**APPLICANT:**

1. \_\_\_\_\_  
(Signed) (Printed) (Date)

2. \_\_\_\_\_  
(Signed) (Printed) (Date)