

# SAMSON LOGISTICS INTERNATIONAL, LLC

## CREDIT APPLICATION

### CUSTOMER INFORMATION

Full Company Name \_\_\_\_\_  
Full Billing Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Accts Payable Contact \_\_\_\_\_ Accts Payable Email \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

### CUSTOMER BANK INFORMATION

Bank Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Account # \_\_\_\_\_ Line of Credit Acct # \_\_\_\_\_

Signature of Customer's Authorized Representative \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_

### CUSTOMER CREDIT REFERENCES, TWO OF WHICH MUST BE CARRIERS (MUST LIST FOUR REFERENCES)

1) Company name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
2) Company name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
3) Company name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
4) Company name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Customer authorizes Samson Logistics International, LLC to investigate all credit history, bank references and any other information required to process this application for purposes of establishing Customer's creditworthiness.

### SHIPPING CONTRACT TERMS AND CONDITIONS

This Contract for Shipping Services is made effective as of the Effective Date (as defined below) between the above-named Customer and Samson Logistics International, LLC ("Samson"),

- Shipping Services.** From time to time, Customer may request shipping services from Samson either orally or in writing. Rate quotes will be provided to Customer orally, unless otherwise requested in advance. All shipping services provided by Samson are subject to the terms and conditions of this agreement.
- Change of Ownership.** Customer agrees to notify Samson by certified mail of any changes in ownership of Customer and further agrees to be liable for all losses incurred as a result of failure to comply with said notification.
- Authority.** Customer represents and warrants to Samson that the undersigned has the authority to bind Customer to this Agreement.
- Payment.** Payment is due upon receipt of an invoice. If any invoice is not paid within 21 days of the date of invoice, a late fee equal to 5% of the amount due shall be charged to Customer to defray the costs of handling the delinquent payment, and thereafter, interest will be added to and payable on all overdue amounts at 1.5% per month, or the maximum percentage allowed under applicable laws, whichever is less. Customer agrees to pay all costs of collection, including without limitation, reasonable attorney's fees.
- Release of Shipments.** Samson reserves the right to demand payment of all outstanding and past due freight charges as a pre-condition for releasing any shipment(s) at destination. This right includes the right to demand payment upon delivery of any shipment(s).
- Insurance.** Samson, at its expense, shall maintain during the term of this Agreement, commercial general liability insurance with minimum limits per occurrence, and cargo liability insurance with minimum limits per shipment. When requested, Samson shall provide Customer certificates of insurance.

**See additional Terms and Conditions on next page, which are incorporated into and made a part of this agreement.**

\_\_\_\_\_  
Signature of Customer's authorized rep.

\_\_\_\_\_  
Printed Name of Customer's Authorized Rep.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Samson Representative

\_\_\_\_\_  
Printed Name of Samson Representative

\_\_\_\_\_  
Date

## ADDITIONAL TERMS AND CONDITIONS

7. **Release of Liability.** Customer hereby releases and agrees to protect, indemnify and hold harmless Samson and its respective agents, employees and assigns from and against any and all claims, demands, causes of action, damages, and expenses, including reasonable attorneys' fees, arising out of, incidental to or in any way resulting from the services to be provided by Samson, including but not limited to, any claims arising out of the negligence of the Samson, Customer's negligence, or the negligence of any other person, or any combination of negligence by any of the above persons. Customer hereby further covenants and agrees that its successors and assigns will not make any claim or institute any suit or action at law or in equity against Samson or its respective agents, representatives, employees, successors or assigns.
8. **Enforcement; JURY TRIAL WAIVER:** Either party may bring suit at law or in equity to enforce the provisions of this Agreement. NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE ANCILLARY AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION 6 HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.
9. **Term.** Either party may terminate this Agreement upon written notice. Termination shall be effective when the notice of termination is received. Termination of this agreement shall not operate to relieve Customer from the requirement to pay any outstanding invoices or charges incurred by Customer prior to termination.
10. **Force Majeure.** No party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement (excluding payment obligations) where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such Party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes, embargoes and other governmental actions or regulations that would prohibit a party from performing any aspects of the obligations hereunder, delays in transportation, and inability to obtain necessary labor and/or supplies.
11. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all parties to this Agreement.
12. **Severability.** In the event any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.
13. **Amendment.** This Agreement may be amended only by written instrument expressly referring to this Agreement, setting forth such amendment and signed by both parties.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
15. **Notice.** Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter sent as provided above, addressed to such party as set forth herein. Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.
16. **Waiver.** The failure of Samson to insist in any one or more instances upon the performance of any term, obligation or condition of this Agreement by Customer or to exercise any right or privilege herein conferred upon Samson shall not be construed as thereafter waiving such term, obligation, or condition or relinquishing such right or privilege, and the acknowledged waiver or relinquishment by Samson of any default or right shall not constitute waiver of any other default or right. No waiver shall be deemed to have been made unless expressed in writing and signed by the Chief Executive Officer of Samson.
17. **Counterparts; Place of Execution.** This Agreement may be executed in two or more counterparts, which shall together constitute one and the same agreement. This Agreement has been negotiated and entered into in, and the obligations of the parties to this Agreement are to be performed entirely or primarily in, the County of Kerr, State of Texas, regardless of the place of execution of any of such counterparts.