



- DWE
- WAREHOUSE
- TRANSPORTATION
- PREPRINT
- YUSEN CONTRACT

c/o NYK Services (North America) Inc.
1900 Charles Bryan Road, Cordova, TN 38016

Please Return to oakops@dls-ww.com

CUSTOMER PROFILE & CREDIT AGREEMENT

Date: _____ Credit Limit Requested: _____

Company Name: _____
 D/B/A: _____
 Address: _____
 Billing Address (if different) _____
 Business Phone Number: _____ Business Fax Number: _____
 Accounts Payable Contact: _____ A/P Phone Number: _____
 Email Address: _____ A/P Fax Number: _____

Any Special Billing Requirements: _____

A \$6.00 charge will be added to each invoice that requires a Bill of Lading and/or Proof of Delivery attached.

We do not provide original documents, all bills of lading and proofs of delivery are photocopies of the originals.

Please check one: Corp Partnership LLC Sole Proprietorship Other _____

Type of Business: _____ **Individual S S N / Tax ID #:** _____

Owners (if applicant is a sole proprietor or partnership, list social security numbers) or Officers (if a corporation):

Name:	Title:	<u>Address</u>
_____	_____	_____

Number of Years in Business: _____	Bank Name: _____
Dunn & Bradstreet Number: _____	Address: _____
	Telephone No: _____
	Account #: _____

SIGNATURE on this Credit Agreement constitutes consent to the terms and conditions of this Agreement as set forth below. NYK Services (North America) Inc. (hereinafter "NYK and/or Yusen Logistics (Americas) Inc. (hereinafter "Yusen") is hereby authorized to check customer's credit references and history and to answer questions regarding your credit history with Yusen/NYKS.

CREDIT AGREEMENT: In consideration of credit extended by Yusen. I/We agree to Yusen's terms and conditions of sale. Invoices issued will reflect terms of payment. Failure to pay within terms as stated on the invoice may result in the entire balance becoming due and payable on an accelerated basis. If any balance is referred to an attorney for any reason, I/we agree to pay reasonable attorney fees, court costs and late fees.

I/we agree to pay late charges of 1 1/2% per month (18% annual percentage rate), or, if less, the maximum allowable by law, computed thirty days from invoice date on any invoice or unpaid part thereof which falls past due. I/we agree to assume responsibility for any authorized accessorial charges. I/we agree that this agreement has been negotiated in the State of Tennessee and that minimum contacts with the jurisdiction of the State of Tennessee have been established. Further, I/we agree to waive any claim of defense based on jurisdiction and /or venue and do voluntarily submit to the jurisdiction and venue of the State of Tennessee and County of Shelby for all matters relating to the collection of our account related to the transaction of business with Yusen.

Yusen/NYKS reserves the right to refuse or withdraw credit privileges at any time, without prior notice, except as otherwise provided by law.

This credit agreement supercedes all previous credit agreements between Yusen and the undersigned.

By my signature below I indicate that I am an Owner, Officer, Manager, or other authorized representative and I have been specifically authorized to bind the company to agreement of this type. Further, I acknowledge that I am a proper party to receive service of process as to any lawsuit brought to collect sums due under this agreement.

AUTHORIZED REPRESENTATIVE SIGNATURE: _____ Title: _____

REPRESENTATIVE NAME _____ (PRINTED) Date: _____

ADDRESS: _____

Please fax a copy of this application to the credit dept FAX # 901/334-0049
 Please mail original copy to: Yusen Logistics (Americas), Inc, ATTN: Credit Dept, 1900 Charles Bryan Road, Suite 200, Cordova, TN 38016
 E-mail: credit@na.nyksen.com