



**EXEL TRANSPORTATION SERVICES INC.  
(F/K/A Mark VII) ("ETS")**

100 Stewart Lane  
Chalfont, PA , 18914

Phone: 215-766-3080  
Fax # : 215-766-3090  
http://www.exel.com

**CREDIT APPLICATION**

Salesperson # \_\_\_\_\_ Salesperson \_\_\_\_\_ Terminal/Agency: \_\_\_\_\_  
Seasonal \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Estimated Revenue Volume Per Year \_\_\_\_\_  
Commodity \_\_\_\_\_ Pay Terms \_\_\_\_\_

**Customer Information:**

Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Company/business web site: \_\_\_\_\_

**Billing Address for Freight Bills If Different):**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Contact For Payment: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Company Holding: Private \_\_\_\_\_ Public \_\_\_\_\_ D &B (Duns) Number: \_\_\_\_\_

Document Required for Payment: B/L \_\_\_\_\_ POD \_\_\_\_\_ Both \_\_\_\_\_ N/A \_\_\_\_\_

**CREDIT ACCOUNT TERMS & CONDITIONS**

In this ETS Credit Account Agreement ("Agreement") the words "you" and "your" mean each person, company, corporation or partnership whose application for the ETS Credit Account ("Account") covered by this Application has been accepted. The words "Exel/Mark VII, "we", "us", and "our" mean ETS.

1. Default: It is agreed that you will be in default if any of the following shall occur: (1) if you do not pay the balance when due, (2) if you breach any other terms of this Agreement, (3) if there has been a material misrepresentation or misstatement of fact in the Credit Account Application, financial statement(s) or other documents provided to ETSI in connection with the establishment of this Account, (4) if you (if an individual or sole proprietorship) should die or if you are a corporation then if a shareholder owning fifty percent (50%) or more of the outstanding shares of common stock should die, (5) if you become insolvent, (6) if a petition should be filed or any other proceeding by initiated under the Federal Bankruptcy Code or any state insolvency statute by or against you, (7) if a receiver should be appointed or writ or order of attachments, levy or garnishment should be issued against you or any of your property, assets or income or (8) if ETS should consider itself or any indebtedness due hereunder unsafe or not completely secure, or if ETS should, in good faith, consider your prospects of repayment hereunder impaired. In any such event ETS may demand the entire balance to be paid immediately, terminate the Account and as provided by law, commence any legal action for collection of the balance due. ETS may also pursue any other legal action deemed necessary or appropriate with respect to the Account. You agree to pay all cost of collection including attorney's fees and costs.
2. Payment Application: Unless you direct otherwise in writing with each remittance, payments will be applied against matching open items, or if not possible, against open items, with any remaining payment held as a general credit against unpaid invoices.
3. Credit Investigation and Disclosure: ETS has the right to investigate your credit and financial records, to verify your credit references and to report your performance of this Application to credit bureaus or other interested parties.
4. Contract Subject to Approval of ETS Credit Department: This Agreement is subject to the approval of ETS Credit Department.
5. Cancellation: Either party to this Agreement has the right to cancel this Agreement/Account at any time and for any reason as it relates to future purchases. You remain obligated to pay for any balance existing prior to cancellation and remain responsible for payment of all transportation services ordered by you before cancellation.
6. Governing Law: This Application will be governed by the law of the state of Tennessee.
7. Customer (shipper or any other similar designation) shall remit payment for invoices within 21 days of receipt. Interest at the rate of 1.5% per month shall accrue on unpaid balances. In such event, customer shall also be liable for the payment of storage which may accrue.
8. Customer shall be liable for all collection costs, if this account is turned over to an agent for collection. Such shall include the commission or fee to which the collection agent is entitled, together with an hourly or contingent fee, court costs and expenses including depositions, travel, and expert witness fees which may be incurred if a matter is referred to counsel. Customer shall also be liable for attorney's fees, court costs, deposition fees, travel costs and expert witness fees where a matter is referred directly to counsel for collection.
9. The undersigned has read and understands the terms and conditions of ETS's service and its extension of credit and has the authority on behalf of the applicant to sign this credit application.

**Signature required on page 2**



**Submitting a copy of your most recent Financial Statement will expedite the credit application review process.**  
**Please provide your latest Financial Statement with this credit application.**

**Bank Reference: (Optional)**

Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Trade References: (Please provide references that are currently extending credit to your company)**

|                          |                          |
|--------------------------|--------------------------|
| Name: _____              | Name: _____              |
| Address: _____           | Address: _____           |
| City: _____ State: _____ | City: _____ State: _____ |
| Zip: _____               | Zip: _____               |
| Contact: _____           | Contact: _____           |
| Phone: _____ Fax: _____  | Phone: _____ Fax: _____  |

|                          |                          |
|--------------------------|--------------------------|
| Name: _____              | Name: _____              |
| Address: _____           | Address: _____           |
| City: _____ State: _____ | City: _____ State: _____ |
| Zip: _____               | Zip: _____               |
| Contact: _____           | Contact: _____           |
| Phone: _____ Fax: _____  | Phone: _____ Fax: _____  |

The information on this application is for the purpose of obtaining credit, and Applicant acknowledges that ETS will rely on it for granting credit. Applicant certifies that such information is true, correct and complete. Applicant authorizes ETS to investigate Applicant's credit history including bank reference and personal credit report on the Principals and furnish information on Applicant's payment performance to credit reporting agencies and other proper persons. Applicant accepts and agrees to the terms and conditions on page 1 of this Application. I acknowledge that my signature below authorizes the above named financial institutions/trade references to furnish credit information to ETS. Fax or photocopies are be deemed to be the equivalent of original signature. Terms are Net 21 days from date of invoice.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

On completion please fax, email or mail your application:

Fax: 215-766-3090

Email:

Mailing Address:  
100 Stewart Lane  
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