

# MOL (America) Inc.

APPLICATION FOR CREDIT – U S EXPORT.

THIS APPLICATION WILL BE KEPT STRICTLY CONFIDENTIAL AND FOR THE USE OF MOL (AMERICA) INC.

COMPANY NAME:

TYPE OF BUSINESS:

NUMBER OF YEARS IN BUSINESS:

E-MAIL ADDRESS:

TELEPHONE NO:

LIST NAMES OF 3 OFFICERS OR PARTNERS:

NUMBER OF YEARS AT BELOW ADDRESS:

BILLING ADDRESS:

A/P CONTACT'S NAME:

A/P CONTACT'S E-MAIL:

SALES PERSON:

A/P TELEPHONE NO:

ESTIMATED CREDIT LIMIT:

IF MORE THAN \$10K DO CALCULATIONS BELOW

(Example: US \$3,000 X 5 Units/ wk X 2wks East Coast Credit Period=US30,000 or 3wks West Coast credit period=US45,000)

Est. Rate		Est. Units/wk		Credit Period		Requested Limit
<input type="text"/>	X	<input type="text"/>	X	<input type="text"/>	=	<input type="text"/>

The following is hereby authorized and requested to release credit information requested by MOL(America) Inc. for their confidential use in determining our credit worthiness.

PRINCIPAL BANKING AFFILIATION:  OFFICER YOU DEAL WITH

ACCOUNT NUMBER:  FAX NO:  E-MAIL ADDRESS:

TRADE REFERENCES: (Name & Address of 3 company references: excluding shipping companies)

1)

NAME ADDRESS CITY, STATE, ZIP

E-MAIL ADDRESS:  FAX NO:  TELEPHONE NO:

AUTHORIZED SIGNATURE REQUIRED ON ALL PAGES

2)

NAME ADDRESS CITY, STATE, ZIP

E-MAIL ADDRESS:  FAX NO:  TELEPHONE NO:

3)

NAME ADDRESS CITY, STATE, ZIP

E-MAIL ADDRESS:  FAX NO:  TELEPHONE NO:

In consideration of credit being extended on my Corporation or Partnership, we hold ourselves responsible to MOL (AMERICA) INC. for all prepaid ocean freight and supplementary charges as the consignee of cargo and hereby agree and promise to make settlement in the period granted by you, per Tariff rules and regulations. We understand that if we donot pay within this time limit, we will lose credit privileges. We also understand that the forwarder is our agent and any payment made to him is not a payment to MOL (AMERICA) INC.

**RETURN TO:**

us.creditapply@mol-liner.com  
Credit/Collection Section  
MOL ( America ) Inc.  
10 Woodbridge Center Drive, Suite 900  
Woodbridge, NJ 07095

Firm:  Date:

By:  Title:

**SHIPPER'S CREDIT AGREEMENT AND FREIGHT GUARANTEE WITH  
MITSUI O.S.K. LINES , LTD.**

WHEREAS, we wish to obtain the extension of credit to us, through the issuance and release of pre-paid Bills of Lading by Mitsui O.S.K. Lines, Ltd., for cargo loaded, or to be loaded, to vessels at Pacific Coast Ports and Atlantic Coast Ports, to us directly or through duly authorized Freight Forwarders or other agents;

WHEREAS, we are free to and do select any Freight Forwarders of other agents for these transactions;

WHEREAS,we acknowledge that the Carrier enters into this Agreement and extends credit only because we guarantee that all Freight and Charges will be paid by us even if our Freight Forwarder or other agent defaults;

NOW, THEREFORE , in consideration of the foregoing, we hereby agree as follows:

1. **BILL OF LADING RECEIPTS:** Receipts for all Bills of Lading so issued shall be signed by us, or on our behalf by the Freight Forwarder of other agent receiving them, if required by the Ocean Carrier.
2. **ANY FORWARDER IS SHIPPER'S AGENT FOR PAYMENT:** If we engage or utilize the services of a Freight Forwarder in connection with the payment of Freight or Charges to the Carrier, we agree that such forwarder acts as our agent for such purpose and not as the agent of the Carrier.
3. **UNCONDITIONAL PROMISE TO PAY AND GUARANTEE OF FREIGHT PAYMENT:** We will be absolutely and unconditionally liable to the Carrier for payment of all Freight and Charges due and guarantee that they will be paid by us irrespective of whether or not funds for payment of such Freight and Charges have been advanced by us to a Freight Forwarder or other agent. If we provide funds to a Freight Forwarder or agent to pay the Freight or Charges due the Carrier, and such Forwarder or other agent converts such funds to its own use for any other reason fails to pay them to the Carrier, we shall remain unconditionally liable to the Carrier for the payment of Freight and Charges. In no event shall any demand by a Carrier upon Freight Forwarder or other agent for payment of such Freight and Charges constitute a waiver or an estoppel of the Carrier's right to enforce these provisos and guarantees against us.
4. **FREIGHT DUE WHEN SPECIFIED IN TARIFF :** All Freight and Charges shall be due prescribed in the applicable tariff within the designated period after sailing of the vessel from the respective Port of Loading .

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5. **SUSPENSION OF CREDIT:** Credit privileges hereunder may be suspended for any failure to comply with the provision of the applicable tariff.
6. **ABOSLUTE OBLIGATION TO COLLECT FREIGHT:** We recognize that the Carrier has an Absolute Obligation at Law and under Section 10 (b)(1) of the Shipping Act, 1984, to collect and receive all Freight and Charges due under the pertinent tariff or tariffs.
7. **REMEDIES ARE CUMULATIVE:** The Remedies available to the Carrier under this Agreement are cumulative and are in addition to every other remedy in Law or equity. The exercise of any Remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other Remedy.
8. **EFFECTIVE DATE:** This Agreement shall become effective on the date of its receipt and execution by MITSUI O.S.K. LINES, LTD., and shall continue in effect unless terminated sooner by written notice from either to other, provided, however, that termination or expiration shall not extinguish any existing liabilities hereunder.
9. **EXECUTION DOES NOT REQUIRE CREDIT:** Execution of this Agreement by the Shipper and on behalf of MITSUI O.S.K.LINES, LTD . authorized, but does not require, such Carrier to extend credit in accordance with the terms hereof.

( Name of Organization )

( Street Address )

( City )

( State )

( Zip Code )

By:

( Print Name and Signature )

( Title of Organization Officer )

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