

MOL (America) Inc.

Date: _____

APPLICATION FOR CREDIT

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

COMPANY NAME: _____ DUNS #: _____

TYPE OF BUSINESS: _____ NO OF YEARS IN BUSINESS: _____

E-MAIL ADDRESS: _____ TELEPHONE #: _____

LIST NAMES OF 3 OFFICERS OR PARTNERS: _____

BILLING ADDRESS: _____

NO OF YEARS AT ADDRESS: _____ A/P CONTACT NAME: _____

A/P CONTACT E-MAIL ADDRESS: _____

A/P CONTACT TELEPHONE #: _____ SALES PERSON: _____

ESTIMATED CREDIT LIMIT: _____ (IF MORE THAN \$10K, DO CALCULATIONS BELOW)

(Example: US \$3,000 X 5 Units/ wk X 14days East Coast Credit Period=US \$30,000 or 21days West Coast Credit Period=US \$45,000)

Est. Rate		Est. Units/wk		Credit Period(# days)		Requested Limit*
<input type="text"/>	×	<input type="text"/>	×	<input type="text"/>	=	<input type="text"/>
						*Press tab to get calculation

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 #: _____ E-MAIL ADDRESS: _____

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

1) _____
Name Address City, State, Zip

E-MAIL ADDRESS: _____ TELEPHONE #: _____

2) _____
Name Address City, State, Zip

E-MAIL ADDRESS: _____ TELEPHONE #: _____

3) _____
Name Address City, State, Zip

E-MAIL ADDRESS: _____ TELEPHONE #: _____

AUTHORIZED SIGNATURE REQUIRED ON ALL PAGES

Sign: _____

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 do not pay within this time limit, we will lose credit privileges. We also understand that the forwarded is our agent and any payment made to him is not a payment to MOL (AMERICA) INC.

RETURN TO:

MOLonboarding@mol-liner.com

MOL (America) Inc.

2727 Paces Ferry Road, Bldg. 2

Suite 1200

Atlanta, GA 30339

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-aid 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;

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

- 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.
- 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 purposes and not as the agent of the Carrier.
- 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 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.
- 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.
- SUSPENSION OF CREDIT:** Credit privileges hereunder may be suspended for any failure to comply with the provision of the applicable tariff.
- ABSOLUTE 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.

AUTHORIZED SIGNATURE REQUIRED ON ALL PAGES

Sign: _____

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 & Signature

Title of Organization Officer