

TEXAS AUTO CARRIERS, INC.

5765 Bicentennial St.

San Antonio, Texas 78219

210-666-3333

CREDIT APPLICATION/
TERMS & CONDITIONS

TERMS AND CONDITIONS

1. In tendering shipments, shipper agrees to the Terms and Conditions of contract, which no agent or employee of the parties may alter, and that the Bill of Lading is NON-NEGOTIABLE and has been prepared on behalf of shipper by Texas Auto Carriers, Inc.
2. Shipper warrants that shipments are of adequate and sound physical condition to withstand shipment on open-sided Car Hauling equipment using ordinary care and handling.
3. TEXAS AUTO CARRIERS, INC. SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL , INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT LIMITED TO LOSS OF PROFITS OR LOSS OF INCOME, WHETHER OR NOT TEXAS AUTO CARRIERS, INC. HAS KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED.
4. Due to the inherent nature of the freight business, TEXAS AUTO CARRIERS, INC., does not GUARANTEE DELIVERY by stipulated date or a stipulated time, nor shall TEXAS AUTO CARRIERS, INC. be liable for the consequences of failure to make timely delivery.
5. All claims must be received in writing by TEXAS AUTO CARRIERS, INC within 7 days of TEXAS AUTO CARRIERS, INC. delivering shipment. No claims will be paid until transportation charges have been paid. CLAIMS MAY NOT BE DEDUCTED FROM TRANSPORTATION CHARGES.
6. TEXAS AUTO CARRIERS, INC. liability in the absence of a higher declared value for shipment is limited to the fair market value of shipment. Declared values for shipments shall be subject to approval and an excess valuation charge.
7. TEXAS AUTO CARRIERS, INC shall not be liable for loss, damage, or delay caused by Acts of God, terrorism, public authorities, strikes, labor disputes, whether, mechanical failures, customs delay or omission, quarantine, or civil commotions.
8. TEXAS AUTO CARRIERS, INC. will not accept for carriage any shipment prohibited by law. TEXAS AUTO CARRIERS, INC shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any articles prohibited by law however described or mis-described in Bill of Lading, and no employee or agent of TEXAS AUTO CARRIERS, INC. has any authority to accept for transportation any articles prohibited by law.
9. The shipper, consignee and owner of shipment are jointly and severally liable for the payment of and shall indemnify carrier against all unpaid transportation charges, advances and disbursement of the carrier, said indemnification to include all collection and legal expenses including attorney fees which carrier may incur during the course of any collection action carrier may take to enforce collection of delinquent charges due carrier.
10. Invoices are due in full within 30 days of invoice date. Past due invoices, thirty (30) days old, will be charged a 1.5 percent service fee per month or the maximum allowable by law. A \$10.00 minimum late charge may apply.
11. For questions regarding Bill of Lading or Invoices contact TEXAS AUTO CARRIERS, INC. AT 210-666-3333.
12. Forum, Jurisdiction and venue shall be exclusively in Bexar County, Texas for all proceedings.

13. TEXAS AUTO CARRIERS, INC. shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due it by the shipper. This shall be a general lien on all shipments in its possession tendered by the shipper, and not limited to a specific lien on shipments for which charges are due. Enforcement of liens may be on any commercially reasonable terms
14. **LIABILITY FOR FREIGHT CHARGES**
Subject to its sole discretion, TEXAS AUTO CARRIERS, INC. shall extend credit to qualified customers and may by agreement initially bill an intermediary, the named consignor, or the named consignee in the Bill of Lading. All freight charges shall be paid within 30 days of invoice without offset. Invoices not paid within 30 days shall be subject to interest at the rate of 1.5 percent per month until paid. If collection efforts are required by TEXAS AUTO CARRIERS, INC to collect any amount due, collection fees at the rate of 25% or \$300.00 whichever is greater, shall apply.
15. **Payment Terms: Due in Full within 30 days of invoice date.**
16. **Disputes:** Disputes must be brought to TEXAS AUTO CARRIERS, INC attention within 14 days of receiving invoice and are not an excuse for non-payment. All disputes should be cleared up within 14 days.
17. **Collection Policies:**
- **At 30 days past due** – 1.5% PER MONTH (or maximum allowed by law) service fee will be added to invoice amount.
 - **At 45 days past due** – Services will be suspended
 - **At 90 days past due** - Sent to Collections and reported all Credit Reporting Bureaus including Dunn & Bradstreet, Trans Union, TRW, and Equifax.
18. A 3% surcharge will be added if account is paid by American Express Credit Card.

CREDIT APPLICATION

COMPANY INFORMATION

Full Legal Name/Business Entity:	Phone Number:	Fax Number
Doing Business As (DBA):		
Address/City/State/Zip		
Company Type (Circle One): Corporation Proprietorship Partnership Franchisee Other: _____		
Comptroller's Name:	Phone:	Email:
Accounts Payable Contact:	Phone:	Email:

BUSINESS CREDIT INFORMATION

Federal Tax I.D. or Social Security # of Proprietor:	Incorporated in what state?	D & B Account #
Year Business Established:	At Present Location Since:	Credit Line Requested:

BANK REFERENCES

Bank Name:	Account#	Bank Contact:
Bank Address:	City/State/Zip	Phone # for Contact
Bank Name:	Account#	Bank Contact:
Address:	City/State/Zip	Phone:

CREDIT REFERENCES

Company Name:	Account# /Contact Person	Phone
Address:	City/State/Zip	Fax:
Company Name:	Account# /Contact Person	Phone
Address:	City/State/Zip	Fax:
Company Name:	Account# /Contact Person	Phone
Address:	City/State/Zip	Fax:

AUTHORIZATION

By signing this application, I authorize TEXAS AUTO CARRIERS, INC. or its agent to investigate my personal credit and/or business credit including my banking records. As part of such investigation, I authorize TEXAS AUTO CARRIERS, INC. to request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of this account. All information received in this investigation will be kept confidential and is only shared with those making the decision to open, monitor, renew, or extend this account. If I request, you will tell me whether my consumer credit report was requested and, if so, the name and address of the consumer credit reporting agency that furnished the report. I further acknowledge that I have read, understand, and agree to the Terms and Conditions of this agreement.

If Multiple Owners, Each owner must authorize:

Owner's First Name:	Middle Name:	Last Name:
Home Address:	City/State/Zip	Home Phone Number
Owner's Email		Personal Cell
Authorized Signature:	Date:	

Initial Here _____

Owner's First Name:	Middle Name:	Last Name:	
Home Address:		City/State/Zip	Home Phone Number
Owner's Email			Personal Cell
Authorized Signature:		Date:	

I/We certify the above furnished information is to be true and accurate.

Signature(s) Required

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Do Not Write Below This Line Please

Credit Approved/Denied By: _____ Date: _____

Credit Amount Approved: \$ _____ Review on: _____

Initial Here _____
