



**Name/Address**

Company Name:		EIN#
Physical Address:		
City:	State:	Zip:
Accounts Payable Contact:		A/P Phone:
A/P Email:		A/P Fax:

**Terms and Conditions**

***Please note your company must have a valid Employer Identification Number to do business with Convoy Logistics, LLC. No loads will be hauled if you do not have a valid EIN.***

1. Company hereby certifies that information furnished in the application is current and accurate. The terms of this agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods provided, however, that either party may terminate this agreement on 30 days written notice to the other party. If the parties continue to conduct business after termination, the provisions of this agreement will continue to apply.
2. Our payment receiving terms are NET 30 days from invoice date. Company agrees to honor Convoy’s payment terms if credit is extended.
3. Company affirms that it is solvent, is not currently a party to any bankruptcy proceeding, is not being dissolved or otherwise liquidating its assets and can satisfy all financial obligations due from Convoy Logistics, LLC. Company affirms that there are no open judgments, suits, or liens against the company in regard to Transportation related obligations.
4. If Convoy Logistics, LLC utilizes the services of a collection agency or attorney to collect any amounts due, Company agrees to pay all associated collection costs, attorney fees, and court costs.
5. By signing below, that individual acknowledges that they have the authority to bind the company to these Terms and Conditions, and further authorizes Convoy Logistics, LLC to contact any credit/bank references provided.
6. Company understands that Convoy Logistics, LLC is a Transportation Broker only who arranges the transportation of freight by an independent third party motor carrier. Company agrees that Convoy will not fill out Bills of Lading and cannot be listed on a Bill of Lading as the delivering carrier.
7. Penalties for delayed/late pick-ups or deliveries will not be the responsibility of Convoy Logistics, LLC without prior written consent.
8. In the event of cargo loss or damage, company must file a claim for the loss with Convoy within nine (9) months from the date of such loss, shortage or damage, which for purposes of this agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Company agrees to assist Convoy in the pursuit of a claim, including confirming the validity of the claim and claim amount. If Convoy Logistics, LLC pays a claim, company automatically assigns any and all of its rights and interest in the claim to Convoy Logistics, LLC.
9. Company understands motor carriers under contract with Convoy are required to maintain cargo loss and damage liability insurance in the amount of \$100,000.00. By signing below, company acknowledges that loads valued in excess of \$100,000.00 will not be tendered without first giving written notice to allow Convoy and/or the motor carrier the opportunity to arrange for increased insurance limits. Failure to provide written notice, acknowledged by Convoy will result in your loads not being insured to the extent the value exceeds \$100,000.00.
10. **COLLECT SHIPMENTS.** Company agrees that it does not tender “Collect” Shipments or other shipments whereby the company is not responsible for the payment of freight services provided by Convoy Logistics, LLC. If a load is tendered to Convoy under conditions other than payments by company to Convoy, Company agrees to pay such invoices if not paid by any “Collect” Party within 10 days of the invoice date to company.

11. The state courts located in the State of Arkansas shall have exclusive and irrevocable jurisdiction and shall be the exclusive venue with respect to a claim, counterclaim, or dispute arising in connection with any transaction, loads or other business between Convoy Logistics, LLC and Company. In the event Company is negligent or breaches the Terms and Conditions of this agreement, and there is a resulting claim, lawsuit or damages asserted against Convoy, company agrees to indemnify and defend Convoy and to hold Convoy Logistics, LLC harmless to the fullest extent of the law.
12. Company agrees that it will pay all Accessorial charges for services required per the charges below.

<b>Service</b>	<b>Charge</b>
<b>Detention</b>	\$ 65.00 per hour after two (2) hours.
<b>Truck Ordered, not used</b>	\$ 300.00 Plus travels mileage at quoted rate.
<b>Layover Charge</b>	\$ 400.00 Flat charge.
<b>Driver Load, Unload or assist</b>	\$ 150.00 plus \$30.00 per hour after two hours, or actual cost of Lumper.
<b>Blind Shipments</b>	\$ 100.00 Flat Charge.
<b>Stop Offs</b>	\$ 60.00 each for the first two, then \$100.00 each.
<b>Expedited or short notice of less than 24 hours</b>	Market

**Company is requesting Payment Type indicated below.**

- **Credit – 30 days      Credit Limit Requested** \_\_\_\_\_

Please complete the Credit Application enclosed with this packet and return with this Customer Application and Agreement. We will let you know your credit limit as soon as possible. Please allow 30 minutes from the time we receive your credit application.

- **Credit Card**  
For privacy purposes, a Credit Card Authorization Form will be sent to you as soon as our Accounting Manager receives this completed packet from you. Please provide an email address below where you would like the Credit Card Authorization Form sent.

**Email Address:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Convoy Logistics Credit Application**  
**P.O. Box 1214 Crossett, AR 71635**  
**Email: [billing@convoylogistics.com](mailto:billing@convoylogistics.com) Phone: (870) 999-9894 Fax: (870) 484-4825**

Business Name:			
D/B/A:		EIN #:	
Physical Address:			
City:		State:	Zip:
Bill to Address:			
City:		State:	Zip:
Can invoices be emailed?	Yes/No:	POD required for payment?	Yes/No:
If yes, please provide billing email address:			
Special billing information?	Yes/No:		
Type of business:		Years open and operating:	
Number of Employees:		Sales Area:	
Has the company or any of its principals ever declared bankruptcy?			Yes/No
If yes, please explain.			
Principal Name:		Title:	
Principal Name:		Title:	

Carrier References	
Name:	Address/Phone:

Bank References			
Name:	Address:	Phone:	Contact:

Any misrepresentation in this application will be considered evidence of fraud since this information is the basis for the extending of credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. You are authorized to investigate the credit references and principles listed.

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In consideration for the extension of credit, said business promises to pay for all purchases with the terms agreed (net 30 days) and agrees to pay a service charge per month of 1-1/2% per month (18% annual percentage rate) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection cost, including attorney fees, whether or not litigation has commenced, and all cost of litigation incurred. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

Name of business:

Name:

Title:

Signature:

Name:

Title:

Signature:

**THANK YOU  
FOR YOUR BUSINESS**