



TCI Global Logistics – Credit Application and Terms and Conditions Agreement

Sales Representative: _____ Credit Limit Requested: \$ _____

Approx. Monthly Charges: \$ _____

APPLICATION FOR CREDIT

Business Name: _____ Federal Tax ID: _____

Annual Sales: _____ DUNS No.: _____ DOT No.: _____

Fictitious Name(s)/DBA(s): _____

Address: _____ City, State, Zip: _____

Phone No.: _____ Fax No.: _____

Email: _____

Business Entity: Corporation S Corporation LLC LLP General Partnership
 Sole Proprietorship

State of Incorporation: _____ Type of Business: _____ Length of Time in Business: _____

Accounts Payable Contact: _____ PO# Required? Yes / No

Phone No. _____ AP Fax No.: _____ AP Email: _____

BANK REFERENCE

Bank Name: _____ Phone #: _____ Fax #: _____

Account Number _____



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TCI Global Logistics TERMS AND CONDITIONS

The provision of any services by Titan Concepts International d/b/a TCI Global Logistics is governed by the Terms and Conditions below (the “Terms”). Any agreement between TCI Global Logistics and any party seeking the provision of services by TCI Global Logistics (the “Customer”) constitutes an express acknowledgement that Customer has read, understands, and agrees to be bound by such Terms. No element of these Terms may be waived or modified, except through the written and signed consent of both TCI Global Logistics and the Customer. Customer warrants that any representative of Customer who enters into any Agreement with TCI Global Logistics has the authority to bind Customer to these Terms. Any changes made to these Terms by TCI Global Logistics shall have immediate effect, regardless of whether Customer is given notice of such changes.

Shipping Documents

1. If Customer supplies any Bill of Lading or other document required for performance of the services being sought, Customer warrants and represents that all information supplied on such document is complete and accurate.
2. Customer explicitly agrees to indemnify, defend, and hold TCI Global Logistics harmless from any claim, damage, loss, fee, fine, or injury arising out of information supplied on Customer’s shipping documents, or out of Customer’s failure to timely supply such necessary documents.
3. These Terms have precedence and shall supersede any conflicting provision contained in any shipping document as such provisions relate to TCI Global Logistics

Billing and Payment Terms

1. A Credit Application must be completed by Customer and approved by TCI Global Logistics prior to the provision of any services by TCI Global Logistics.
2. TCI Global Logistics shall invoice Customer for any services supplied by TCI Global Logistics to Customer on a per load or project basis. Customer agrees to pay, in full, any undisputed invoice within thirty (30) days of receipt.
3. Should any invoice go past due, TCI Global Logistics may elect to put Customer’s credit on hold, and may additionally elect to cancel any pending shipments. Further, should any invoice become overdue for more than thirty (30) days, TCI Global Logistics may elect to impose a weekly fine of 5% on the past-due invoice to cover the administrative costs of procuring proper payment.
4. Should Customer use any third-party payment services, Customer understands and agrees that timely payment of TCI Global Logistics’ invoices remains the responsibility of Customer, regardless of any agreements made between Customer and any other party concerning payment. Payment must be made in accordance with these Terms. TCI Global Logistics reserves the right to suspend credit or services for non-payment or the failure to abide by these Terms.
5. At its discretion, TCI Global Logistics may use available public information or information provided by a third-party credit reporting agency in making credit determinations regarding Customer. Customer expressly consents to TCI Global Logistics use of any such financial data.
6. TCI Global Logistics retains the right to refuse, revoke, increase, or decrease any line of credit to Customer for any reason, and without the need to disclose information regarding or to justify any refusal, revocation, or reduction. Should TCI Global Logistics elect to revoke Customer’s credit, all invoices and payment for any shipments in progress shall become immediately due.
7. Customer agrees to pay TCI Global Logistics the agreed-upon rate, and, in addition, any charges made to TCI Global Logistics on the basis of deviations from the original agreed-upon services and rates.
8. Should TCI Global Logistics provide services to Customer prior to reaching an agreement on pricing, Customer agrees to pay TCI Global Logistics the amount of the last pricing quoted by TCI Global Logistics to Customer. In the event that no pricing quote has been made, Customer agrees to pay TCI Global Logistics based on current market rates for the same or similar services.
9. Any and all rates and quotes are subject to adjustment based on fuel and other accessorial charges.
10. Customer understands and acknowledges that, should any invoice remain unpaid, TCI Global Logistics reserves the right to bill any other party with a vested interest in the shipment.

Headquarters: 4950 Triggs Street, Commerce, CA. 90022 Phone: (323) 269-3033 Fax: (323) 881-4348

Locations: Bakersfield, CA - Fontana, CA - Fremont, CA - Henderson, NV – Houston, TX - Las Vegas, NV - Phoenix, AZ - San Antonio, TX - San Bernardino, CA - Stockton, CA.



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11. Should Customer wish to dispute all or any portion of TCI Global Logistics' invoice, Customer must notify TCI Global Logistics in writing of such dispute within five (5) business days of receipt. Failure to provide such notification shall be deemed to be an acceptance on the part of the Customer, and waiver against any claims or defenses regarding payment of such invoice.
12. Customer shall be liable for any legal or court costs incurred by TCI Global Logistics in the collection of any undisputed or improperly disputed payment.

Claims

1. Customer understands that TCI Global Logistics is not liable for the loss or damage to any shipment while in the care, custody, and control of any third-party motor carrier with whom TCI Global Logistics contracts to provide transportation services to Customer.
2. Customer understands and agrees that the filing and processing of all cargo claims shall be governed by 49 CFR § et seq.
3. Customer shall possess no right to withhold payment to TCI Global Logistics based on any pending claims of any fashion. All other services provided to Customer by TCI Global Logistics are considered unrelated and must be handled as required by the Terms.
4. Failure to make any notation on the Bill of Lading or other shipping documents shall be considered prima facie evidence of the shipment being tendered to the carrier in good condition. Failure to make any notation on the delivery receipt shall be prima facie evidence of the delivery of the shipment in good condition. The burden of proof shall fall upon the Customer to show that the shipment was tendered in good condition and delivered with damage.
5. For any claims of loss or damage to cargo that could not have been observed, known, and/or noted at the time of delivery, Customer must report such loss or damage to TCI Global Logistics within five (5) days of delivery.
6. TCI Global Logistics shall have no liability for any loss or damage for any goods which are materially mis-declared or mis-described.
7. The liability for any loss or damage to cargo shall be limited to \$100,000.00 unless a higher amount is agreed to in writing by Customer and TCI Global Logistics on a per load basis prior to any dispatch.
8. Customer hereby agrees to cooperate with TCI Global Logistics in the gathering and supplying of all necessary information related to the resolution of claims.

Liability and Indemnification

1. TCI Global Logistics shall not be liable to Customer or to any other party for injury to persons or property unless such injury arises directly out of TCI Global Logistics' gross negligence or willful misconduct.
2. Customer understands and acknowledges that TCI Global Logistics exercises no control or supervision over any third-party carrier's employees, agents, contractors, subcontractors, equipment, and/or facilities.
3. To the extent that any loss, damage, or injury—either to persons or property—is caused, in whole or in part, by Customer's acts or omissions, Customer shall defend, indemnify, and hold TCI Global Logistics harmless. From any claims, suits, and/or causes of action, including, without limitation, reasonable attorneys' fees and legal costs.
4. TCI Global Logistics assumes no liability for any cost, loss, or expense arising out of the failure of Customer to abide by any relevant laws or regulations governing the contents of any shipment transported under this agreement.
5. Neither Customer nor TCI Global Logistics shall be liable for loss, damage, or failure to perform services as contemplated in these Terms due to any *force majeure* event, including, without limitation, acts of God, fire, explosion, strike, lockout or labor shortage, war, terrorism, embargo, pandemic, epidemic, quarantine, riot, civil disobedience, intervention or orders from governmental authority, or hijacking. In the event that either TCI Global Logistics or Customer wish to invoke this provision, immediate notice must be supplied to the other party, along with a description of the type and anticipation of the event.

Customer Obligations

1. Customer understands and acknowledges that Customer possesses the responsibility to block and brace loads in order to prevent shifting and damage in transit. TCI Global Logistics shall not be liable for any damage or loss due to Customer's failure to properly pack or secure any load.



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2. Customer shall accurately and adequately describe each load. TCI Global Logistics shall have no liability for any damage or lost arising out of Customer’s failure to describe the contents of any load.
3. Should Customer require a load to be transported at a certain temperature, Customer shall properly precool the goods, and notify TCI Global Logistics with adequate time to properly cool and regulate the equipment prior to loading.
4. Customer shall use all commercially reasonable and good faith efforts to mitigate its damages from the loss or damage of any shipment transported according to these Terms.

Term and Termination

1. These Terms shall remain in effect until terminated by either Customer or TCI Global Logistics upon thirty (30) days’ notice to the other party.
2. Should Customer elect to terminate, Customer shall pay any and all existing or future invoices for all services provided by TCI Global Logistics up to the point of termination.
3. TCI Global Logistics reserves the right to immediate termination upon Customer’s breach of these Terms, including, without limitation, Customer’s failure to timely pay TCI Global Logistics for services.
4. Customer understands and acknowledges that these Terms are subject to change and that the Terms posted on this website on the date of any services provided will apply to such services and govern the parties’ obligations.
5. Unless otherwise provided for in these Terms, all obligations will survive the termination of these Terms for any reason.

Non-Waiver and Severability

1. Any delay or failure by TCI Global Logistics to insist on the performance of any of these Terms shall not be construed as a waiver of the Terms or any conditions, provisions, rights, or privileges. The Terms and any related rights will remain in full force and effect as if no forbearance, waiver, or delay had occurred.
2. Pursuant to 49 U.S.C.A. § 14101(b)(1), Customer expressly waives any and all provisions under the ICC Termination Act of 1995, U.S. Code Title 49, Subtitled IV, Part B, and the regulations thereunder to the extent such provisions conflict with these Terms.
3. If any provisions of these Terms, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, Customer agrees that such provision shall be deemed severable and all other provisions of these Terms, and all applications thereof not held invalid, void, or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Remedies and Governing Law

1. Customer and TCI Global Logistics agree that California law shall govern, without reference to the conflict of laws contained therein, disputes involving these Terms, whether arising in contract, tort, or otherwise.
2. Any suit must be brought exclusively in California, and Customer hereby waives any jurisdictional rights it might otherwise have.
3. Should any conflict or litigation arise between Customer and TCI Global Logistics regarding these Terms or the services provided hereunder, Customer and TCI Global Logistics agree that the prevailing party shall be awarded reasonable attorneys’ fees and court costs.
4. TCI Global Logistics’ rights and remedies under these Terms shall be cumulative, and its pursuit of any such right or remedy will not preclude it from pursuing any other available right or remedy.

Applicant

Signature: _____

Title: _____

Printed Name: _____

Date: _____