

CONTINENTAL FREIGHT SYSTEMS

BUSINESS APPLICATION AND PURCHASE AGREEMENT

BUSINESS NAME: _____ (“CUSTOMER”)

STREET ADDRESS: _____
(Include City, State and Zip Code)

MAILING ADDRESS: _____

SALES TAX EXEMPTION #: _____ TELEPHONE#: _____

CHECK ONE: _____ SOLE PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____ LLC _____ OTHER

IF OTHER, PLEASE EXPLAIN: _____

DATE BUSINESS BEGAN: _____ GROSS ANNUAL SALES (last two years): _____

THE OWNERS OR PRINCIPAL STOCKHOLDERS OF THE COMPANY ARE:

NAME _____ NAME _____ NAME _____

TITLE _____ TITLE _____ TITLE _____

PHONE # _____ PHONE # _____ PHONE # _____

THE OFFICERS OF THE COMPANY ARE:

NAME _____ NAME _____ NAME _____

TITLE _____ TITLE _____ TITLE _____

PHONE # _____ PHONE # _____ PHONE # _____

THE ACCOUNTS PAYABLE CONTACT FOR THE COMPANY IS:

NAME _____ PHONE # _____ EMAIL ADDRESS _____

PLEASE FURNISH FOUR CREDIT REFERENCES (INCLUDING PRIMARY BANK INFORMATION):

1. BANK NAME: _____ TELEPHONE #: (____) _____

CONTACT: _____ FAX: (____) _____ EMAIL: _____

LENGTH OF RELATIONSHIP WITH CREDITOR: _____ ACCOUNT NUMBER: _____

2. NAME: _____ TELEPHONE: (____) _____

CONTACT: _____ FAX: (____) _____ EMAIL: _____

LENGTH OF RELATIONSHIP WITH CREDITOR: _____

3. NAME: _____ TELEPHONE: (____) _____

CONTACT: _____ FAX: (____) _____ EMAIL: _____

LENGTH OF RELATIONSHIP WITH CREDITOR: _____

4. NAME: _____ TELEPHONE #: (____) _____

CONTACT: _____ FAX: (____) _____ EMAIL: _____

LENGTH OF RELATIONSHIP WITH CREDITOR: _____

ALL CREDIT REFERENCES ARE SPECIFICALLY AUTHORIZED TO PROVIDE CREDIT AND ACCOUNT INFORMATION TO CONTINENTAL GROUP 1 INC. D/B/A CONTINENTAL FREIGHT SYSTEMS THE UNDERSIGNED REPRESENTS AND VERIFIES THAT THE INFORMATION CONTAINED IN THIS BUSINESS APPLICATION AND PURCHASE AGREEMENT IS TRUE AND CORRECT AND THAT HE/SHE HAS THE AUTHORITY TO EXECUTE THIS BUSINESS APPLICATION AND PURCHASE AGREEMENT.

NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

TERMS AND CONDITIONS

CUSTOMER HEREBY AGREES THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THE CONTINENTAL FREIGHT SYSTEMS FREIGHT BROKER AGREEMENT TERMS AND CONDITIONS AVAILABLE ON THE COMPANY'S WEBSITE. THE TERMS AND CONDITIONS SET FORTH ON THE WEBSITE ARE INCORPORATED HEREIN AS IF SET FORTH WORD FOR WORD.
2. ALL AMOUNTS DUE FOR SERVICES PURCHASED FROM CONTINENTAL FREIGHT SYSTEMS, ARE PAYABLE AT 758 FOSTER AVE. BENSENVILLE, IL 60106, NO LATER THAN THE DUE DATE SPECIFIED ON YOUR INVOICE. THE SERVICES PURCHASED FROM CONTINENTAL FREIGHT SYSTEMS ARE NOT PAYABLE IN INSTALLMENTS BUT ARE PAYABLE IN FULL AS STATED HEREIN.
3. CUSTOMER SHALL PAY, IN THE EVENT ITS ACCOUNT BECOMES DELINQUENT AND IS TURNED OVER TO AN ATTORNEY FOR COLLECTION, REASONABLE ATTORNEY'S FEES PLUS ALL COURT COSTS AND ATTENDANT COLLECTION COSTS. ALL LATE PAYMENTS ARE SUBJECT TO FINANCE CHARGES UP TO THE MAXIMUM ALLOWED BY LAW.
4. THIS PURCHASE AGREEMENT IS PERFORMABLE IN BENSENVILLE, IL DU PAGE COUNTY, ILLINOIS. THE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. CUSTOMER CONSENTS AND AGREES THAT CONTINENTAL FREIGHT SYSTEMS MAY MAINTAIN ANY SUIT TO ENFORCE THIS PURCHASE AGREEMENT OR TO COLLECT ANY DEBT OWED TO CONTINENTAL FREIGHT SYSTEMS IN ANY COURT IN DUPAGE COUNTY, ILLINOIS WHICH HAS SUBJECT MATTER JURISDICTION, AND CUSTOMER EXPRESSLY CONSENTS AND SUBMITS TO THE JURISDICTION, AND WAIVES ANY OBJECTION TO VENUE OR PERSONAL JURISDICTION, OF ANY SUCH COURT.
5. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE GOODS AND SERVICES ARE SOLD TO CUSTOMER IN RELIANCE ON THE INFORMATION PROVIDED HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES AND CONFIRMS THAT HE/SHE HAS THE EXPRESS AND ACTUAL AUTHORITY TO EXECUTE THIS BUSINESS APPLICATION AND PURCHASE AGREEMENT ON BEHALF OF CUSTOMER.

SIGNED: _____ DATE: _____

NAME (Print): _____ TITLE: _____

SIGNED: _____ DATE: _____

NAME (Print): _____ TITLE: _____

PERSONAL GUARANTEE

WE, THE UNDERSIGNED, DO HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE THE PAYMENT OF ALL SUMS AS THEY MAY BECOME DUE ON THE ABOVE ACCOUNT AND FURTHER PERSONALLY GUARANTEE THE ABOVE CUSTOMER'S FULL PERFORMANCE OF ALL PURCHASES ON SAID ACCOUNT. WE FURTHER PERSONALLY GUARANTEE THE PAYMENT OF ANY LOSS, EXPENSE (INCLUDING ATTORNEY'S FEES) AND/OR LIABILITY SUSTAINED BY CONTINENTAL FREIGHT SYSTEMS BY REASON OF, OR RELATED TO, THE ABOVE CUSTOMER'S FAILURE TO PERFORM OR TO PAY WHEN DUE THE CHARGES INCURRED IN ACCORDANCE WITH THE ABOVE AGREEMENT. CONTINENTAL FREIGH SYSTEMS SHALL NOT BE REQUIRED TO, AND THE UNDERSIGNED HEREBY WAIVE ANY AND ALL RIGHTS TO REQUIRE, CONTINENTAL FREIGHT SYSTEMS TO PROSECUTE OR SEEK TO ENFORCE ANY REMEDIES AGAINST CUSTOMER OR ANY OTHER PARTY LIABLE TO CONTINENTAL FREIGHT SYSTEMS FOR PAYMENT OF THIS ACCOUNT. THE UNDERSIGNED RECOGNIZE AND ACKNOWLEDGE THAT THE CUSTOMER IS BEING EXTENDED CREDIT SOLELY UPON THE CONDITION OF THE EXECUTION OF THIS GUARANTEE AND THAT SAID EXTENSION OF CREDIT CONSTITUTES SUFFICIENT CONSIDERATION FOR THE ENFORCEMENT OF THIS GUARANTEE.

THIS GUARANTEE IS PERFORMABLE IN PDU PAGE COUNTY, ILLINOIS AND GUARANTOR CONSENTS AND AGREES THAT CONTINENTAL FREIGHT SYSTEMS MAY MAINTAIN ANY SUIT TO ENFORCE THIS GUARANTEE, IN ANY COURT LOCATED AND SITTING IN DUPAGE COUNTY, ILLINOIS WHICH HAS SUBJECT MATTER JURISDICTION AND GUARANTOR EXPRESSLY CONSENTS AND SUBMITS TO THE JURISDICTION, AND WAIVES ANY OBJECTION TO PERSONAL JURISDICTION OR VENUE, OF ANY SUCH COURT.

SIGNED: _____ DATE: _____

NAME (Print): _____ TITLE: _____

SIGNED: _____ DATE: _____

NAME (Print): _____ TITLE: _____