

# XENON

FREIGHT SOLUTIONS



Connecting the First and Final Mile

XenonFS is a leading freight services provider that specializes in the combination of evolving cargo movement technology and dynamic electronic communications systems, providing a state-of-the-art solution for challenges in the first and final mile in the drayage / intermodal markets.

## CUSTOMER ACCOUNT SET UP PACKET

New Customer Form • Credit Application • Credit Agreement

**New Customer Form****Company Information**

Country: \_\_\_\_\_

Company Name: \_\_\_\_\_

Principal / Owner's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

EIN/Tax ID: \_\_\_\_\_

SCAC Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

**Billing Address**

Main Address \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Main Phone: \_\_\_\_\_

Main Fax: \_\_\_\_\_

Company Website: \_\_\_\_\_

**Billing:**☐ Centralized ☐ Branch ☐ Department

- Centralized billing will direct invoices to a single company contact for all locations.
- Branch billing will direct invoices to an individual location in your company. You can multiple individuals.
- Department billing will direct invoices to a specific department ina branch of your company.

**Accounting Contact**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Group Email: \_\_\_\_\_

**Main Contact & Administrator Account**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Group Email: \_\_\_\_\_

**Additional Contacts**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Group Email: \_\_\_\_\_

**Additional Contacts**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Group Email: \_\_\_\_\_



# Connecting the First and Final Mile

## Credit Application

COMPANY NAME					
ADDRESS - STREET		CITY		STATE	ZIP CODE
ADDRESS - STREET		CITY		STATE	ZIP CODE
DEPARTMENT, NAME AND TITLE OF INDIVIDUAL TO CONTACT REGARDING XENONFS					PHONE NUMBER
PARENT COMPANY, IF ANY		DIVISION OF			SUBSIDIARY OF
TYPE OF BUSINESS		IN BUSINESS SINCE?			TAX ID#
APPLICANT'S BUSINESS IS (PLEASE CHECK ONE)	CORPORATION	STATE OF INCORPORATION	LLC	PARTNERSHIP	PROPRIETORSHIP

BANK REFERENCE INFORMATION				
BANK NAME	ACCOUNT NO. AND NAME	CITY	PHONE/FAX NUMBER	BANK OFFICER
BANK NAME	ACCOUNT NO. AND NAME	CITY	PHONE/FAX NUMBER	BANK OFFICER
BANK NAME	ACCOUNT NO. AND NAME	CITY	PHONE/FAX NUMBER	BANK OFFICER

TRADE REFERENCE INFORMATION REQUIRED				
NAME	ADDRESS	CITY/STATE	ZIP CODE	PHONE/FAX NUMBER
NAME	ADDRESS	CITY/STATE	ZIP CODE	PHONE/FAX NUMBER
NAME	ADDRESS	CITY/STATE	ZIP CODE	PHONE/FAX NUMBER
NAME	ADDRESS	CITY/STATE	ZIP CODE	PHONE/FAX NUMBER

COMPANY PRINCIPALS					
Please list full name and home address of owners, partners or directors.					
For Corporations list all offices and shareholders with 5% or more of outstanding shares.					
NAME	HOME ADDRESS	CITY / STATE	ZIP CODE	OWNER CORPORATE OFFICER	PARTNER LLC MEMBER
NAME	HOME ADDRESS	CITY / STATE	ZIP CODE	OWNER CORPORATE OFFICER	PARTNER LLC MEMBER
NAME	HOME ADDRESS	CITY / STATE	ZIP CODE	OWNER CORPORATE OFFICER	PARTNER LLC MEMBER
NAME	HOME ADDRESS	CITY / STATE	ZIP CODE	OWNER CORPORATE OFFICER	PARTNER LLC MEMBER

## CREDIT AGREEMENT

APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

For the purposes of obtaining credit from XenonFS LLC Applicant agrees as follows:

1. Applicant represents that the information supplied herein is in all respects complete, accurate and truthful. Applicant agrees to notify XenonFS LLC promptly in writing, of any changes in the information provided.
2. Applicant agrees that payment terms for XenonFS LLC is **14 days from invoice date** and payments must be made weekly. Failure to follow these payment terms XenonFS LLC reserves the right to hold freight or suspend service after providing 48 hours notice.
3. Applicant agrees to all of the XenonFS LLC Terms and Conditions which are available online or upon request.
4. Applicant agrees to pay in full (without deduction or setoff) to the order of XenonFS LLC, 7260 W Azure Drive, Suite 140-80, Las Vegas, NV 89130, (USA.), at its offices, for services rendered, for all charges per the terms of the quote and invoice. In the event that an account remains unpaid outside the terms, your complete account will become payable on demand. Any amounts not paid when due shall bear interest thereon at a rate equal to 3% per month or the highest rate of interest allowed by law computed from the billing date to the date of payment.
5. If Applicant's account is placed or given to an attorney for collection, Applicant shall pay the expenses of collection and attempted collection, court costs and reasonable attorney's fees in addition to other amounts due.
6. The failure of XenonFS LLC to charge interest on Applicant's account or pursue any other remedy available to it shall not constitute a continuing waiver.
7. The acceptance of this application XenonFS LLC does not constitute an agreement to extend credit to Applicant or to provide services to Applicant. Each such determination shall be made at the time of delivery of freight for shipping.
8. Applicant hereby submits to the jurisdiction of Los Angeles and agrees that venue for any action arising under the application or by virtue of the provision of services (including the transport of freight) shall reside in the county of Los Angeles, California. XenonFS LLC agrees to mail to Applicant's last known address any such service of process.
9. In the event Applicant or any affiliate of Applicant (i.e. a company or other entity under common control) defaults in the payment of any sums due to XenonFS LLC all other amounts due from Applicant or any affiliate shall be immediately due and payable, including any amounts due for freight in transit. Any bank charges for returned checks will be added to the amount owed. XenonFS LLC has the option to collect a penalty up to three times the amount of the "insufficient funds" checks not to exceed \$500.00 per check. In the event of such default, to the extent allowed under applicable law, XenonFS LLC is hereby authorized by Applicant to take possession of any freight then being shipped by Applicant and hold the





## Connecting the First and Final Mile

### CREDIT AGREEMENT Continued

same until payment is made, with all the rights of a secured party under the Uniform commercial Code.

10. Applicant agrees that XenonFS LLC may setoff against monies due it from Applicant or any affiliate any monies owed by XenonFS LLC to Applicant or any affiliate.
11. If any one or more of the above terms is invalid, illegal or unenforceable in any respect, such terms shall be waived, and the validity, legality and enforceability of the remaining terms shall not be affected.
12. All disputes must be submitted to XenonFS LLC no later than 4 days following date of billing. Any billing not challenged within this period will be deemed accepted and it is agreed will not thereafter be subject to dispute by applicant. No adjustments will be accepted based only on verbal notification received by XenonFS LLC representatives. Adjustments must be submitted in writing. All adjustments must reference either an invoice number or a Order number, or both numbers for which the adjustment is being made.

I/we have read, understand, and accept the above terms, and I/We have provided true information to the best of my/our knowledge. I/we understand that you may wish to periodically update the information given above. For the purpose of obtaining credit from XenonFS LLC applicant hereby authorizes the company, or it's agents to whom application is made to investigate the Applicant's personal, partnership or corporate credit and financial responsibility. I/we have the authority to sign on behalf of the business described above.

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APPLICANT

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PRINT NAME

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TITLE

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SIGNATURE

---

DATE



## XENON FREIGHT SOLUTIONS

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