

Application for Credit

Unless the applicant is a public corporation, please attach the applicant's most recent financial statements to expedite credit approval.

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| Please complete this form, read and initial each page and return the completed Application for Credit (5 pages) to your Account Executive. | Federal Tax ID # _____ | Internal Use Only - REQUIRED Account Executive: _____ Credit Analyst: _____ CNAM: _____ Link To: _____ Station No: _____ |
| | Employer ID# _____ | |
| | Jurisdiction of Organization and Corporate ID# _____ | |
| | Credit Amount Requested: \$ _____ | |

NOTE: Signed original application must be on file to activate your account.

| | | |
|-------------------------------------|---|--|
| Company: _____ Duns #: _____ | | Ownership: Public Corporation, Symbol: _____ Partnership, SS#: _____ Private Corporation: _____ |
| Address: _____ | | |
| City / State / Zip: _____ | | |
| Phone: _____ | Fax: _____ Other: _____ | |
| E-mail: _____ | Type of business / Years in business / # of employees / SIC code: _____ | |

| | | |
|--|---|---|
| Parent Company (if applicable): _____ Duns #: _____ | | List other subsidiaries to be covered by this application: |
| Address: _____ | | |
| City / State / Zip: _____ | | |
| Phone: _____ | Fax: _____ Other: _____ | |
| E-mail: _____ | Type of business / Years in business / # of employees / SIC code: _____ | |

| | | | |
|--------------------------|---------------------------|--------------|------------|
| Vendor Reference: | City / State / Zip: _____ | Phone: _____ | Fax: _____ |
| Vendor Reference: | City / State / Zip: _____ | Phone: _____ | Fax: _____ |
| Vendor Reference: | City / State / Zip: _____ | Phone: _____ | Fax: _____ |

| | | | |
|--|---------------------------|--|------------|
| Bank Reference: | City / State / Zip: _____ | Phone: _____ | Fax: _____ |
| Account #: | Bank Contact: _____ | Contact Phone: _____ | |
| ACH / Debit Authorization: | Bank Name: _____ | Account # (attach voided check): _____ | |
| Credit Card Authorization / Name on card (for amounts under \$1000): | Account #: | Expiration Date: _____ | |

| | | | |
|--|--------------|---------------------------|---------------|
| Accounts Payable Mailing Address: | | City / State / Zip: _____ | |
| Accounts Payable Contact Name: _____ | Phone: _____ | Fax: _____ | E-mail: _____ |

The undersigned applicant hereby represents and warrants, and agrees as follows:

- > The financial statements, if any, included with this application are true, complete, and reflect the current financial condition of the applicant.
- > The transaction described in this Application and the amounts due hereunder shall constitute a "commercial account" as defined in O.C.G.A. Section 7-4-16.
- > UPS Supply Chain Solutions, Inc. ("SCS") is hereby authorized to obtain credit information about the applicant from any source SCS deems necessary or appropriate, including but not limited to reporting agencies, banks, suppliers, and vendors.
- > This Application, including the attached Credit Terms and Conditions which is incorporated herein by reference, (collectively, this "Application") sets forth the entire understanding and agreement of the applicant and SCS and supersedes any and all prior or contemporaneous agreements or understandings, written or oral, between the applicant and SCS as to the subject matter of this Application.

By: _____

| | | |
|---------------------|------------|---------------|
| Applicant Signature | Print Name | Title |
| Phone: _____ | Fax: _____ | E-mail: _____ |
| Date: _____ | | |

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Unless and until SCS notifies the applicant that it has approved this Application and has established a credit account for the applicant, which approval may be granted or denied in the sole discretion of SCS, or unless SCS otherwise agrees in writing or if any such credit account shall be terminated, the applicant agrees to the following payment terms:

- All accounts with SCS are on a prepaid, cash only basis. Acceptable types of cash are cashier's checks, money orders and electronic fund transfers as well as, with prior approval, credit cards and checks sent to an SCS lockbox, as identified in the "remit to" address on SCS invoices.
- Applicant must pay any duties, taxes, interest and other charges due on imported merchandise either (a) directly to the United States Bureau of Customs and Border Protection ("US Customs") in accordance with the acceptable methods of payment of such duties, taxes, interest and other charges through a check to US Customs or US Customs' Automated Clearinghouse (ACH), in each case, in accordance with 19 CFR §§ 24.1 and 111.29, or (b) to SCS. In all cases, payment of any required duties, fees, taxes, interest and other charges due on imported merchandise must be received within ten (10) days of the commencement of the entry process. If the applicant does not make such payment timely, then the applicant is liable for any penalties, violations and any other damages that may arise as a result and agrees to indemnify and hold harmless SCS for the foregoing. In the case of a check made payable to SCS, funds are deemed received on the day that the check clears and the funds are credited to SCS.
- Applicant must pay any collect charges directly to the applicable transportation carrier or other third party supplier.

By approving this Application and establishing a credit account for the applicant, SCS shall be under no obligation to incur any expense, guarantee payment, or

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advance money to, or on behalf of, the applicant.

If SCS, in its sole discretion, approves this Application and makes a payment or advance or agrees to guarantee any amount, on behalf of the applicant, the applicant agrees that it will make each payment when due in accordance with the following payment terms, unless otherwise agreed by SCS in writing:

- For all warehousing services, including related ancillary services provided in or around the relevant warehouse facility, payment shall be due and payable by the applicant to SCS within thirty (30) days from the invoice date.
- For all other services, payment shall be due and payable by the applicant to SCS within ten (10) days from the invoice date.
- For duties, taxes, interest and other charges due on imported merchandise and ocean freight charges advanced by SCS on behalf of the applicant, payment shall be due and payable by the applicant to SCS within the 10th day from the later of (a) the date the entry was released by US Customs and (b) the arrival date.
- A one-time servicing fee with respect to each invoice equal to the greater of (a) \$10 and (b) a fee, set forth in the UPS-SCS schedule of fees applicable for all monies (including but not limited to any Customs charges and Ocean/Air freight charges) advanced by SCS on behalf of applicant during each period for which such invoice is issued, will be charged to and due and payable by applicant within the invoice payment due date, which shall be for administrative services and not for the use of money, and which shall be fully earned when billed and non-refundable when paid.

In the event that the applicant fails to make any payment hereunder when due, all amounts owed by the applicant to SCS shall immediately become due and payable. The

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applicant shall also indemnify SCS for any costs of collection, including, without limitation, reasonable attorney fees, and shall pay SCS one and one half percent (1.5%) interest per month for amounts which have been due and payable for thirty (30) days or more, calculated from the due date thereof. Notwithstanding anything to the contrary contained herein, in no event shall the interest rate or rates payable under the terms hereof (including any amounts payable hereunder as fees) exceed the highest rate permissible under any applicable law, and SCS and applicant hereby agree that they intend legally to agree upon the rate of interest and manner of payment but if said rate of interest or manner of payment exceeds the maximum allowable under applicable law, then the applicant shall only be liable for the maximum amount permitted by applicable law and any payment received by SCS in excess of such amount shall be applied to reduce the principal balance due hereunder to the extent of such excess and the remainder, if any, shall be returned to the applicant

SCS will render invoices periodically for all amounts advanced during the period covered by each such invoice and such invoice shall constitute an account stated and shall be conclusive and binding upon applicant, except for any specific matter disputed by applicant in a written notice giving details of such dispute within ten (10) business days after receipt of the applicable invoice. Applicant shall pay such disputed amounts but shall have the right to a refund in the event and to the extent that such dispute is resolved in favor of applicant.

Except for payments by the applicant directly to US Customs (e.g., via US Customs' ACH) for any current or future duties, fees, taxes, interest or other charges due on imported merchandise, SCS has the right to offset any amounts owed by the applicant to SCS against any amounts owed by SCS to the applicant, including, without limitation, unidentified payments and credits in the applicant's favor, duplicate payments

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by the applicant, and accounts payable to the applicant.

As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all debts, liabilities and obligations of the applicant to SCS, whether now existing or hereafter arising, including claims for charges, expenses, or advances incurred or made by SCS in connection with any shipment or transaction of the applicant, the applicant hereby grants to SCS a continuing lien and security interest in any and all goods and other tangible personal property of the applicant and in all documents of title with respect to goods as to which services are being provided by SCS in each case which are now or hereafter in the possession, custody, or control of SCS, together with all proceeds thereof (the "Collateral"). The applicant hereby authorizes SCS to file any and all financing or continuation statements, or amendments thereto, in all jurisdictions and in all filing offices as SCS may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to SCS herein. This lien and security interest shall be in addition to any other rights SCS has or may acquire under other agreements and/or applicable law, and shall survive the delivery or release of any item of the Collateral.

The applicant hereby represents and warrants that (i) it (A) is a corporation, partnership or limited liability company duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; and (B) has all requisite power and authority and all governmental licenses, authorizations, consents and approvals to (x) own its assets and carry on its business and (y) execute, deliver and perform its obligations hereunder; (ii) the execution, delivery and performance by applicant hereunder have been duly authorized by all necessary corporate or other organizational action, (iii) this Application will constitute, a legal, valid and binding obligation of

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applicant, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditor's rights generally and by equitable principles; (iv) its legal name and its jurisdiction of organization are set forth correctly on the face page of this Application; and (v) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all liens, rights or claims of all other persons. The applicant covenants and agrees that it shall not change its name, organizational structure, or jurisdiction of organization unless it shall have (a) notified SCS in writing within ten (10) days prior to any such change, specifying any new name, organizational structure, or jurisdiction of organization and providing such other information in connection therewith as SCS may reasonably request, and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of SCS's security interest in the Collateral intended to be granted and agreed to hereby.

If any amounts owed by the applicant to SCS remain unpaid after the date when due, in addition to any other rights it has under other agreements and/or applicable law, SCS may exercise any or all of the rights of a secured party under the Uniform Commercial Code. The applicant shall pay SCS any deficiency arising after sale or disposition of the Collateral to the extent allowed by law. The proceeds of any sale may be applied by SCS to the payment of any and all amounts owed by the applicant to SCS and any other obligation of applicant to SCS, whether arising pursuant to this Application or otherwise, including, without limitation, any expenses of holding, preparing for sale and selling the Collateral,

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and reasonable attorneys' fees and legal expenses relating thereto.

Any credit account established under this Application may be terminated by SCS at any time in its sole discretion and the amount of any credit approval for such account shall be subject to change at the sole discretion of SCS.

Any credit account established hereunder shall be immediately terminated without notice or further action and all amounts due hereunder shall become immediately due and payable in the event that applicant files a petition in bankruptcy or seeks relief under similar laws or in the event that any involuntary petition in bankruptcy is filed against applicant.

In no event shall the applicant assign this Application, or any of the applicant's rights or obligations hereunder, without the prior written consent of SCS. Any purported assignment, transfer, or delegation of this Application (or any rights or obligations of the applicant hereunder), except as permitted herein, shall be null and void. Subject to the foregoing, this application shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

If any provision or the application of any provision of this Application to any particular fact or circumstance shall for any reason be held to be invalid, illegal, or unenforceable by a court, arbitrator, or other tribunal of competent jurisdiction, then (a) the validity, legality, and enforceability of such provision as applied to any other particular fact or circumstance, and any other provision of this Application, shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

The waiver by SCS of a breach of or a default under any provision of this Application shall not be effective unless in writing and shall not be construed as a

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waiver of any subsequent breach of or default under the same or any other provision of this Application, nor shall any delay or omission on the part of SCS to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

This Application has been negotiated by the applicant and SCS and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either the applicant or SCS.

THE APPLICANT AGREES THAT THIS APPLICATION SHALL BE INTERPRETED, CONSTRUED, AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING CONSIDERATION TO GEORGIA LAW REGARDING CONFLICTS OF LAW. THE APPLICANT CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND SUPERIOR COURTS OF FULTON COUNTY, GEORGIA AS REGARDS ANY CLAIM OR MATTER ARISING UNDER THIS APPLICATION. APPLICANT AND SCS EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO TRANSACTIONS UNDER THIS APPLICATION.

SCS reserves the right to change the terms and conditions of this Application at any time by providing fifteen 15 days prior written notice to the applicant and any amounts advanced thereafter at the request and for the account of the applicant shall be subject to such changed terms and conditions.

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Date: _____