

**DALTON TRUCKING, INC.**  
**Credit Application Agreement –BULK DIVISION**  
**PHONE (909) 823-0663 FAX (909) 823-4628**

**Business Contact Information**

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

Parent Company: \_\_\_\_\_

Proprietor/Partner's Name(s): \_\_\_\_\_

AP Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Business and Credit Information**

Year Established? \_\_\_\_\_

How long at current address? \_\_\_\_\_

Is business incorporated? \_\_\_\_\_

Corporation Number: \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

Has company or owners ever filed Bankruptcy? \_\_\_\_\_

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

Bank Address: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of account \_\_\_\_\_ Account number \_\_\_\_\_

Savings \_\_\_\_\_

Checking \_\_\_\_\_

Business and/or trade references  
**INCLUDE AT LEAST 1 TRUCKING COMPANY**

**COMPANY NAME:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of account: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of account: \_\_\_\_\_

**Agreement**

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made with 30 days.
3. By submitting this application you authorize DALTON TRUCKING, INC. to make inquiries to the banking, savings, business, and/or trade references you have supplied.

**Signatures**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

TERMS AND CONDITIONS

If credit is extended, the undersigned agrees that the following terms and conditions apply to all transactions with Dalton Trucking, Inc. ("DTI"):

1. The undersigned warrants that the information on the credit application agreement ("Agreement") attached hereto is accurate. The undersigned will inform DTI within 10 days of any change of the information provided in this Agreement. The undersigned will also inform DTI if the undersigned files for bankruptcy protection or an assignment for the benefit of creditors.
2. The undersigned agrees to pay DTI for labor and materials rendered within a maximum of thirty (30) days of the date on DTI's invoice, notwithstanding a refusal of any other related party to pay the undersigned. No retention will be held, no exceptions. In the event payment is not made within thirty (30) days of the date of DTI's invoice, the undersigned agrees to pay interest on the amount due at the highest interest rate allowed by law. The undersigned agrees that DTI shall withdraw any discount afforded to the undersigned if any payment is not made when due.
3. In the event DTI must employ legal counsel to collect any delinquent payment, reclaim any of DTI's property, or file any legal action arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred. The undersigned also agrees that any actions or proceedings relating directly or indirectly to this Agreement or any transaction involving DTI must be filed in either Federal or State Court in the County of San Bernardino, California. Furthermore, this Agreement and any controversy arising out of any transaction involving DTI and the undersigned will be subject to the laws of the State of California. **BOTH PARTIES EXPRESSLY AGREE TO WAIVE JURY TRIAL.**
4. Payment on the undersigned's account will be credited first to cost of collection, including reasonable attorney's fees if any, then to interest incurred and then the remaining principal, beginning with the oldest invoices first. In the event the undersigned is delinquent on any payment, DTI shall have the right to terminate all future deliveries, if any, and declare the entire balance of the delinquent account, and all other amounts accrued by the undersigned, immediately due and payable in full without further notice or demand. Disputes of any kind must be brought to the attention of DTI in writing within thirty (30) days of the date of the invoices. The undersigned agrees to waive the right to any and all claims after thirty (30) days of the date of the invoice.
5. The undersigned agrees that orders given verbally will be honored the same as if the order was placed in writing. If the undersigned's company requires a purchase order, it is the undersigned's responsibility to advise DTI of same and to fax the purchase order to DTI as soon as possible.
6. Unless otherwise agreed in writing, it is understood and agreed that the undersigned agrees to fully insure, at its own expense, all property delivered to DTI and transported by DTI against all insurable risks, including damage or destruction of such property due to the negligence of all parties, including but not limited to DTI or its agents and employees. Such insurance against any and all losses for which insurance is available and the policy of insurance shall provide that the insurer waives all claims of subrogation against DTI and its agents and employees.
7. In no event and under no circumstances shall DTI be liable to anyone for any loss profits or special, incidental, indirect or consequential damages whatsoever resulting from any of the undersigned's damaged property or delay in transporting said property, whether such damage or delay was caused by DTI, its agents or employees.
8. The undersigned warrants that it has the right to possess and transport the property submitted to DTI for storage and transportation. The undersigned warrants that all property submitted and delivered to DTI by the undersigned or undersigned's agent is compliant with all the laws of the United States of America. There are no concealed goods or unlawful paraphernalia amongst the property to be transported by DTI. All property carries appropriate safety warnings and said property does not contain any hazardous waste as defined by Federal or State law.
9. In the event the undersigned violates the terms and conditions of this Agreement, the undersigned agrees to indemnify, hold harmless and defend DTI from any and all causes of actions and claims arising out of a breach of this Agreement.
10. DTI is not responsible for any damage caused by delivering load inside the curb line.

The undersigned has carefully read and agreed to the above-mentioned terms and conditions.

Agreed and accepted by:

\_\_\_\_\_



6. Guarantor agrees to pay all expenses incurred by DTI in connection with the enforcement of its rights under this Guaranty, including court costs, collection charges and reasonable attorney=s fees. This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of California. As part of the consideration for DTI=s granting credit to Debtor, Guarantor hereby agrees that all actions or proceedings arising hereunder will be litigated in California and Guarantor hereby expressly consents to the jurisdiction of state or federal court located in the County of San Bernardino, California, and consents that any service of process in such action or proceeding may be made by personal service upon Guarantor wherever Guarantor may be then located. To the extent any provision of this Guaranty is not enforceable under applicable law, such provision shall be deemed null and void and shall have no effect on the remaining provisions of this Guaranty.
7. This instrument constitutes the entire, final and exclusive agreement of the parties hereto and there are no promises, statements or representations of any kind or nature whatsoever other than herein contained. This Guaranty may be amended only in writing.
8. Guarantor hereby assumes full responsibility for obtaining any information concerning Debtor=s financial condition as Guarantor may deem material to its obligations hereunder, and Guarantor is not relying upon, nor expecting DTI to furnish it with any information in DTI=s possession concerning Debtor=s financial condition. By acceptance hereof, Guarantor hereby knowingly accepts the full range of risks encompassed within a contract of Acontinuing guaranty@ which risks include, without limitation, the possibility that Debtor will contract for additional indebtedness for which Guarantor may be liable hereunder after Debtor=s financial condition or ability to pay its lawful debts when they fall due has deteriorated.

Dated: \_\_\_\_\_  
Signature of Guarantor in his or her individual capacity  
and not as an Officer, Agent or Representative

All notices to DTI shall be delivered to the following address: **13560 Whittam Avenue, Fontana, CA 92335-2998**