

The Challenger Transportation Group of Companies

Challenger Trucking, Inc

(a California Sub Chapter S Corporation)

Date of Formation: 05/10/2011 | FEIN: 27-5071016 | D&B #: 11-131-5813

CA#:0447270 | DOT: 2572068

SCAC: CHGK | SIC Code: 4731 | NAICS Code: 488510

1217 East 6th St., Los Angeles CA 90012

Phone: (213) 628-3696

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Challenger Dedicated Services, Inc.

(a California Sub Chapter S Corporation)

Date of Incorporation: 05/15/15 | FEIN: 83-1040361 | D&B #: 081143045

MC#: 510376 | DOT:2081297 | SCAC: CDDV Phones (213) 814-2565

1217 East 6th St., Los Angeles, CA 90012

Phones: Los Angeles, CA: (213) 814-2565

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Challenger Logistic Services

(a California Sub Chapter S Corporation)

Date of Incorporation: 05/15/15

FEIN: 83-1040361 | D&B #: 081143045 | MC#: 940794 | DOT:2831175 | SCAC: CLJS

1217 East 6th St., Los Angeles, CA 90012:

Phone (213) 814-2565

Challenger Trucking, Inc

A California Sub Chapter S Corporation ; Date of Formation: 05/10/11

FEIN: 27-5071016 | D&B #: 11-131-5813 | CA#:0447270 | DOT: 2572068 |

SCAC: CHGK

CUSTOMER REFERENCES

NT USA Inc.
4641 Hamilton St.
Vernon, CA 90058
Jacob Martirosian
818-504-1919

Lineage freight management
21700 Barton
Colton, CA 92354
Ernestina Arce
909-578-8044

RFX GLOBAL Companies
57 Littlefield St.
Avon, MA 02322
Natasha Hurley
661-607-9303

Golden State Freightlines
14739 Valley Blvd La
Puente, CA 91746
Gustavo
626-961-4190

SEE MORE INFORMATION ABOUT THE CHALLENGER COMPANIES AT WWW.SHIPCTI.COM



Credit Limit Request Amount: \$
Federal Tax I.D. Number:

1-213.628.3696

Credit Application and Agreement

Business Name:		In Business Since:	
Address:	City:	State:	Zip: Phone: () - Fax: () -

Company Information

Type of Business:	<input type="checkbox"/> C-TPAT/PIP		
Legal Form Under Which Business Operates:	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC <input type="checkbox"/> Partnership
If Division/Subsidiary, Name of Parent Company:	In Business Since:		
Address:	City:	State:	ZIP:
AP Contact Info:	AP Phone: () -	AP Email:	

Billing Information

Billing Contact Name (if different from above):	Phone: () -	Email:
Billing Preference:		
<input type="checkbox"/> Challenger Standard Billing: Email invoice for each delivered load (no BOL or other support necessary). Invoices emailed to email address noted above.		
<input type="checkbox"/> Special Billing Requirements (such as paper invoice mailed via USPS, BOL or other documents required, summary billing, EDI, Portal billing). Please summarize below and a member of Challenger Freight Billing Department will contact you:		
Billing Currency: USD <input type="checkbox"/> <input type="checkbox"/>		

Bank References

Trade Reference

Trade Reference

Bank References	Trade Reference	Trade Reference
Institution:	Name:	Name:
<input type="checkbox"/> Checking Account #	Contact Name:	Contact Name:
<input type="checkbox"/> Saving Account #	Address:	Address:
Address:	Phone/Email:	Phone/Email:

- This Credit Application and Agreement is between the company identified above ("Applicant") and the applicable subsidiary(ies) of Challenger Trucking, Inc. providing services to and extending credit to the Applicant. Each such subsidiary is referred to as Challenger in this application. Applicant hereby certifies that (a) information furnished in this application is true, correct and complete and provided for the purpose of obtaining and maintaining credit and (b) any credit extended to it by challenger is for business purposes only and is not for personal, family, or household purposes. Applicant understands that Challenger may report payment experiences to credit reporting agencies and authorizes Challenger to gather and use any financial or credit information about Applicant from any available source.
- Applicant represents, warrants and agrees that (a) it has a satisfactory financial condition and can meet its financial obligations as they come due; (b) there are no open judgments, suits or liens against Applicant; (c) Applicant will notify Challenger if Applicant (i) has a material adverse change in its financial position and results, (ii) becomes unable or reasonably expects to be unable to pay its debts as they come due, (iii) is subject to any voluntary or involuntary bankruptcy or insolvency proceedings, (iv) makes an assignment for the benefit of creditors, (v) proposes to dissolve, liquidate or cease doing business or (vi) has a significant change (>10%) in ownership; and (d) it shall be liable to Challenger for any loss it suffers due to Applicant's failure to comply with the notification requirements of this clause (c) above.
- Applicant understands and agrees that (a) any credit extended by Challenger is granted only as a convenience to Applicant and may be revoked by Challenger at any time, as to any shipment (including those in transit), without notice to Applicant (except as may be required by law), for any reason and (b) upon revocation of credit, its account will be made CIA (cash in advance) or COD (collect on delivery). Applicant will be responsible for all collection costs, attorney fees, court costs and other reasonable expenses incurred in collecting amounts owed by Applicant.
- Applicant agrees that it shall not delay, withhold or offset amounts due to Challenger because of prior billing error, unsettled claims, or other dispute with Challenger unless Challenger's duly authorized representative has agreed in writing to such delay, withholding or offset.

5. The undersigned warrants that he or she is authorized to execute this agreement which shall be binding upon Applicant. Applicant intends to be bound by this agreement and agrees that a facsimile, scanned or electronic signature shall be as binding as an original, ink signature. This agreement will be binding on and enforceable against Applicant and any guarantor and their respective heirs, representative, successors and assigns. Applicant may not assign its rights or obligations under this agreement without Challenger prior written consent.
6. All transportation provided by Challenger will be subject to the standard terms and conditions, rules directory, tariff or similar document, including standard fuel and accessors charges, limitations of liability, indemnification obligations, dispute resolution procedures, claims procedures and limitations, commodity restrictions and other provisions in effect at the time the shipment is tendered, of the applicable subsidiary performing such services unless Challenger's duly authorized representative has expressly agreed otherwise in writing. By obtaining credit from Challenger, Applicant agrees to comply with and be bound to such standard terms and conditions, rules directories, tariffs and similar documents, including the following which are available at www.shipcti.com
7. If a court finds any term of this agreement, including the guaranty, to be unenforceable or invalid, such term will be considered deleted from the agreement and guaranty without invalidating any other term. Unless otherwise agreed to in writing or in the dispute resolutions procedure of applicable Challenger standard terms referenced in Section 6, any legal disputes will be subject to the law of the state in which the affected Challenger business unit is located and Applicant agrees to be subject to the jurisdiction and venue of any federal or state courts in such state.
8. These terms and conditions will apply to any services rendered before any termination of this credit agreement. Challenger reserves the right to reduce amounts payable to Applicant, including incentive payments, cargo claims and previous over payments, by the amount of any unpaid balances due.
9. By obtaining credit from Challenger and engaging Challenger to provide or arrange for transportation or logistics services, Applicant agrees to be bound by the provisions of this agreement, including the provisions of all documents referenced above.
10. No amendment or modification of any provisions of this agreement or the associated guaranty will be binding unless agreed to in writing by the party intended to be bound. Challengers failure to enforce strictly any provision of this agreement will not be construed as a waiver of or as excusing the Applicant or any guarantor from future performance in accordance with this agreement. No course of dealing and no delay by Challenger in exercising any right or remedy here under shall affect or impair any other or future exercise of any such right or remedy. Challenger's rights and remedies under this agreement and any guaranty and otherwise will be cumulative, and its pursuit of any such right or remedy will not preclude it from pursuing any other available right or remedy.

Credit Authorization and Affirmation of Agreement

Applicant and any guarantor (“we”) certify that the foregoing information is complete, accurate, and voluntary for the purpose of obtaining credit in connection with our business and agree to be bound by the provisions of this application and agreement. We authorize the subsidiaries of Challenger Logistics, Inc. and their agents to investigate our credit history in any manner and from any source deemed appropriate in our circumstance. If granted credit, we agree to make payments in accordance with Challenger's normal terms, as stated above. Should we exceed the given credit limit or the account becomes past due, we understand that Challenger has the right to refuse or cancel any/all orders or shipments until the account is satisfied in full. We also understand that Challenger has the right to take any necessary steps to collect the amount owed. The Applicant and guarantor further agree to the release of credit information, including the reporting of credit history to credit reporting agencies consistent with the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration and a photocopy, scan, facsimile or other electronic copy shall be given the same effect as the original.

Name of Company’s Authorized Representative (Please print): _____ Title: Signature: _____ Date: _____

Name of Guarantor (Please print): _____ Title: _____ Signature: _____ Date: _____



Payment Instructions

US Customers

Remit to Address (USD Funds):

PO BOX 1085 Canyon Country, CA 91387

To ensure full accuracy when applying credit to your account, please include the Challenger Freight invoice number on your remittance information.

For invoice inquiries, please e-mail us at billing@shipcti.com

Bank Reference

Bank of America

1920 Soledad Canyon Road
Canyon Country, CA 91351
Phone 661-253-4621

Management / Ownership

Gudy Aguilar- President / Owner

Challenger Trucking, Inc

Joseph Comella - President / Partner

Challenger Logistic Services, Inc
Challenger Dedicated Services, Inc

Vince Fullerton -Director of Operations

Challenger Trucking , Inc