



CORPORATE OFFICE  
 Credit Department  
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**CREDIT APPLICATION AND TRANSPORTATION AGREEMENT  
 TERMS AND CONDITIONS (U.S., CANADA, MEXICO)**

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

New Customer       Returning Customer

COMPANY INFORMATION				
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Other <input type="text"/>				
Name of Parent Company/Business		HST/Tax Identification Number	DUNS/DNB#	
Parent Company/Business Address		City	State/Province    Zip/Postal Code	
Name of Company (Applicant)		Nature of Business	How Long in Business	
Company Address		City	State/Province    Zip/Postal Code	
Billing Address (Applicant)		City	State/Province    Zip/Postal Code	
Please provide email address for electronic invoices		Do you require back-up?	BOL format (if applicable)	
Payable Contact Name		Telephone	Email	
Estimated Business Volume (Loads/Day)		Swift Representative		

**OFFICERS, PARTNERS, OR OWNERS INFORMATION**

Name	Title	SIN/SSN	Address
1 _____			
2 _____			

List all lawsuits, judgments, or liens against your company. Use separate sheet if necessary.

**Swift Transportation Services, LLC** ("Creditor") is licensed in the U.S. as a property broker under MC-876419; DOT-2537157. Creditor's affiliates, Swift Transportation Co. of Arizona, LLC ("ST"), is licensed in the U.S. as a motor carrier and property broker under MC-136818; DOT-054283; Swift Transportation Canada, Inc. ("SC"), is licensed in the U.S. as a motor carrier and property broker under MC-889846; DOT-2553037; Swift Logistics, LLC ("SL"), is licensed in the U.S. as a property broker under MC-812305; DOT-2372545. ST, SC and/or SL will provide or arrange transportation services hereunder under its own authority or through brokerage to third party motor carriers in the U.S. ST and SC provide cross-border transportation services hereunder in the U.S. and Canada. Creditor's affiliate, Trans-Mex, Inc. ("TM"), licensed in the United Mexican States as a motor carrier, and local Mexican drayage companies, provide motor carrier transportation services hereunder in Mexico. Motor carriers are collectively referred to herein as "Carrier."

**Credit Agreement.** The applicant and authorizing officer, partner, or owner, will be referred to as "Customer." Customer desires to obtain business credit on open account and **unless otherwise governed by a separate written agreement between Creditor and Customer**, by execution of this Credit Application and Transportation Agreement – Terms and Conditions (U.S., Canada, Mexico) ("Agreement"), Customer agrees to be unconditionally liable for all charges to the account. Customer expressly acknowledges it has received, read, understands and agrees to the terms and conditions of this Agreement and acknowledges the language in this Agreement has not been altered. For the purpose of establishing credit, Customer is authorizing its bank, any credit reporting agencies, any other financial institutions and any other creditors to release credit and financial information to Creditor and hereby expressly waives any rights to privacy or confidentiality concerning such information as may be provided under any federal, provincial, territorial or state statute.

**THIS AGREEMENT MUST BE SIGNED BY AN OFFICER, PARTNER OR PROPRIETOR OF THE FIRM TO AUTHORIZE THE OPENING OF THE ACCOUNT, AND SUCH SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY AND ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE TERMS HEREIN.**

*The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th Pennsylvania Avenue, NW, Washington, D.C. 20580.*

*The Canadian Human Rights Act prohibits discriminatory practices related to the provision of goods and services on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, unless there is a bona fide justification for the denial or differentiation. Any discriminatory practice described in the Act may be the subject of a complaint and filed with the Canadian Human Rights Commission for resolution.*

**Customer:** \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**Governing Law. (U.S.)** This Agreement will be construed first under applicable U.S. laws. Any dispute or suit arising from this Agreement will be adjudicated in the state or federal courts of Maricopa County, Arizona without regard to conflicts of laws principles. **(Canada)** For the portion of services provided in Canada, this Agreement will be construed in accordance with the laws of the Province of Ontario, Canada. **(Mexico)** For the portion of services provided in Mexico and/or a border gateway commercial zone of Mexico, this Agreement will be construed in accordance with the laws of Mexico. Without expressly waiving rights and remedies under U.S., Canadian and Mexican laws, to the extent the terms of this Agreement are inconsistent with such laws, the parties concur this Agreement shall govern.

**General Cargo Liability Terms.** Cargo loss or damage liability will be determined by the location where the loss or damage occurred, regardless of any through bill of lading, rate confirmation sheet, *carta de porte*, service order or similar document. Customer fully understands that Carrier will accept higher cargo liability levels at higher quoted rates, but Customer freely chooses this liability level as sufficient for its needs, and agrees these limitations are reasonable under the circumstances, including the cargo's value, Creditor's rates, and Customer's ability to obtain its own cargo insurance. Unless Customer has provided advance written request to Creditor of its desire to obtain additional insurance (for high value, exempt goods or Mexican insurance) and the applicable additional charges are paid, Customer warrants that it is fully authorized, by ownership or otherwise, to agree to these limitations, and Customer shall indemnify Creditor and Carrier against any claims (and legal expenses) for greater or other liability asserted by any consignee, subrogee or other claimant regarding such cargo. Creditor and Carrier are exempt from liability for loss or damage to cargo caused by an act of God, a public enemy, a public authority, legal strike, an act or omission of Customer, the inherent vice or nature of the cargo, theft, or any other act or situation beyond Carrier's control. Brokered loads arranged by SL are governed by SL's separate Terms and Conditions (found at [www.swiftlogistics.com](http://www.swiftlogistics.com)).

**Cargo Liability in the United States.** Cargo liability and claims processing will be governed by 49 U.S.C. 14706 and 49 C.F.R. 370, respectively. Cargo liability is limited to actual loss or damage of cargo, minus salvage value, not to exceed \$100,000 USD per shipment. In the event Customer gives advance written notice of a higher value load, then cargo liability will be limited to declared higher value. In no event shall Creditor or Carrier be liable to Customer for any special, incidental, punitive, exemplary or consequential damages that relate to loss, damage or delay to a shipment.

**Cargo Liability in Canada.** Cargo liability is limited to actual loss or damage of the cargo, minus salvage value, not to exceed either (a) \$2.00 CDN per pound computed on the total weight of the shipment or (b) declared extraordinary value ("DEV"). Creditor will not be liable to Customer or owner for: (x) consequential or indirect loss, including loss of market, except for delay or deviation damages in excess of twice the difference between the charges invoiced by the Creditor and amounts paid by the Customer to third parties for transport of shipment, or (y) amounts in excess of a maximum recoverable 75,000 SDRs (SDR = Special Drawing Rights) per transaction.

**Cargo Liability in Mexico.** Cargo loss or damage occurring within the borders or a border gateway commercial zone of Mexico will be governed by the General Law on Roads, Bridges and Federal Motor Transportation and any other applicable law in Mexico. Cargo liability is limited to the replacement cost of the actual loss or damage of the commodities or article(s) lost, damaged or destroyed, minus salvage value, not to exceed \$2,000 USD per shipment.

**Refused Shipment – Warehouseman/Storer Liability (U.S., Canada, Mexico).** If Carrier is unable to deliver shipment due to consignee refusal, fault or mistake of Customer or consignee or upon instruction of Customer to hold shipment in transit, Carrier's liability will immediately be that of a warehouseman/storer with a duty to exercise such care and diligence as a careful and vigilant owner of similar goods would exercise. Carrier shall be entitled to possessory and non-possessory lien rights and may dispose/sell lading 10 days after providing notice to Customer. Customer will pay for storage and warehouseman/storer costs minus salvage value. Perishable lading will be disposed of at Carrier's discretion. **(Mexico)** The parties agree that Creditor and/or Carrier are service providers and in no event will be considered depository of such Products of Customer, as provided by Article 2522 of the Federal Civil Code and other applicable provisions of the laws of Mexico. As a result thereof, Customer agrees to hold Creditor and Carrier harmless and safe from any liability that might be imposed on Creditor and/or Carrier as depositaries.

**Independent Contractor.** Creditor's relationship to Customer is that of independent contractor and no act or omission of Creditor or Customer will be construed to create any principal/agent, employer/employee, partnership, franchise or joint venture relationship between them.

**Payment.** Customer agrees to pay Creditor for all charges, fees and costs any authorized person incurs on Customer's account net 15 days from date of Creditor's invoice, without offset for any disputes or claims, including freight claims, overcharges, duplicate payments or disputed invoices. **[(U.S. & Mexico)** Late charges of 18% per year will commence on the 31<sup>st</sup> day after the date of Creditor's invoice.] **[(Canada)** On the 31<sup>st</sup> day, late charges accrue at an annual rate of 24% per year, up to the date of payment.] Should Customer's account become past due, in addition to the balance owed, Customer agrees to the following extra fees and costs **[(Canada)** calculated as a percentage of the overdue invoice, excluding taxes]: 30% if referred to collection agency; 33% if referred to an attorney, plus attorney's fees whether or not suit is filed (plus principal, interest, 30% collection agency fees). Any payment dispute or suit will be governed by the laws of the State of Arizona and adjudicated in the courts of Maricopa County, Arizona without regard to conflicts of laws principles.

**Indemnification by Creditor.** Creditor shall indemnify, defend and hold Customer and its employees and agents harmless from and against all claims, liabilities, duties, taxes, losses, damages, fines, penalties, payments, costs, and expenses ("Claims") (including, without limitation, costs of defense, settlement, and reasonable attorneys' fees), including any storage, demurrage, port or terminal charges caused by and resulting from (i) the negligence or willful misconduct of Creditor, Carrier or its employees or agents; (ii) Creditor's, Carrier's or its employees' or agents' violation of applicable laws or regulations; or (iii) Creditor's or Carrier's debts or obligations regarding wages, salaries, taxes or benefits of its employees. Notwithstanding the foregoing, as set forth in SL's separate Terms and Conditions (found at [www.swiftlogistics.com](http://www.swiftlogistics.com)), the hauling Carrier assumes all indemnification obligations on brokered loads. The foregoing indemnity will not apply to any Claim caused in whole or in part by the acts or omissions of Customer.

**Indemnification by Customer.** Customer shall indemnify, defend and hold Creditor, its affiliated companies, its employees and agents harmless from and against all Claims caused by and resulting from (i) the negligence or willful misconduct of Customer, its employees, or agents; (ii) the inherent vice or nature of the commodities being transported, including but not limited to, any and all product liability claims related to such commodities; (iii) the violation of any applicable law or regulation by Customer or its employees or agents; or (iv) Customer's debts or obligations regarding wages, salaries, taxes or benefits of its employees. The foregoing indemnity will not apply to any Claim caused in whole or in part by the negligent acts or omissions of Creditor.

**Miscellaneous.** These terms and conditions embody the entire Agreement of the parties and supersede all prior oral and written understandings. Should any clause in this Agreement be found to be legally void, all other provisions will remain intact and enforceable. This document may only be modified with the written consent of both parties. Any party's failure to enforce strictly any provision of this Agreement will not be construed as a waiver thereof, or as excusing the other party from future performance. Performance under this Agreement may be suspended during the pendency of any event beyond the reasonable control of Creditor without liability for damages resulting from such suspension. Except with regard to loads brokered by SL to third party (non-Swift) motor-carriers (governed by SL's separate Terms and Conditions found at [www.swiftlogistics.com](http://www.swiftlogistics.com)), to the extent terms and conditions are not addressed in this Agreement, ST's tariff (found at [www.swifttrans.com](http://www.swifttrans.com)), SC's tariff or TM's tariff, as applicable, will apply and control.

**Authority.** Customer executed this Agreement as of the date on the preceding page and by doing so, represents and warrants that it has been or is specifically authorized to sign on behalf of the company they represent.

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

Initials: \_\_\_\_\_