



Jacobson Global Logistics

CREDIT APPLICATION

Customer Information

Customer (Company) Name:		Type of Ownership:
Street Address:	City:	State: Zip Code:
Phone Number:	Fax Number:	Years Established:
Bank Name:	Bank Contact Name:	Bank Phone Number:
Bank Street Address:	City:	State: Zip Code:
Account Number:	Dun & Bradstreet – Duns# :	Tax ID/IRS# :

Contact Information

1. Officer Name / Title:	Phone Number:
2. Officer Name / Title:	Phone Number:
3. Accounts Payable Contact Name / Title:	Phone Number:

Credit References Please provide two (2) references you are presently doing business with:

1. Company Name:	Phone and Fax Numbers:
Complete Address:	
2. Company Name:	Phone and Fax Numbers:
Complete Address:	

Credit Terms and Credit Limits extended to the customer by Jacobson Global Logistics hereafter "JGL" will be determined after a thorough review of application and credit histories. Standard credit terms are 30 days. JGL reserves the right to change the credit terms or limits without notice and at its sole discretion

In signing and submitting this credit application, applicant acknowledges agreement to JGL's Terms and Conditions of Service (which are printed on the reverse of all invoices), JGL's Terms and Conditions of Contract (which are printed on the reverse of all bills of lading), and JGL's Rules and Regulations (which are found on its website), and which collectively are JGL's "Terms and Conditions". The Terms and Conditions are also available upon request from any branch and are posted on our website at <http://www.shipglobal.com>. Applicant acknowledges and agrees that JGL's Terms and Conditions may be modified by JGL without further notice, and that the Terms and Conditions posted on JGL's website as of the date of tender of cargo or request for performance of services shall govern the parties' relations regarding such cargo or services.

All shipments are handled in accordance with these Terms and Conditions and include "a general and continuing lien on any and all property of Customer's coming into JGL's actual or constructive possession or control..." which Customer hereby expressly agrees to grant to JGL as an enforceable security interest under the Uniform Commercial Code. Applicant acknowledges and agrees that JGL's general lien and security interest apply irrespective of whether JGL issues a bill of lading, air waybill or other contract of carriage. Applicant acknowledges and agrees that invoices not paid within the above Payment Terms, or other payment terms if granted by JGL in writing, will be subject to a monthly finance charge of 1.5%, or the maximum rate allowed by law if lower, and a \$35.00 late payment fee, at JGL's sole discretion.

Signature: _____ Title: _____ Date: _____

By signing this application, I acknowledge that I have personally guaranteed the debts and obligations of The Customer and agree that I am personally obligated to perform all of the terms of, and make all payments to, JGL required by the agreement of which this application is a part.

Signature: _____ Title: _____ Date: _____

Please return completed form to: _____

INTERNAL USE ONLY

Terms Requested: Monthly Credit Requested: Customer Number: Date Submitted:

Updated: 7.26.2013



CARGO COVERAGE PROFILE

We at Jacobson Global Logistics, Inc. and Global Container Line, Inc. pride ourselves in providing our valued customers with experienced guidance for their supply chain needs. A complete listing of the Jacobson Global Logistics / Global Container Line Terms and Conditions can be found at <http://www.shipglobal.com>

Although no one likes to think about loss of, or damage to their goods in transit, claims can and do happen. Therefore, it is important to understand not only the risks associated with international shipments, but also those liability limitations that typically apply where loss or damage does occur.

Below is a summary of the common legal liability limits upon which carriers frequently rely when making an offer to settle a cargo claim. It is important to realize that the amounts stated below are *not* cargo insurance, but rather are maximum liability limits for the carrier. In the absence of your own, independently purchased insurance, it must be proven that the underlying carrier was negligent, and that their negligence resulted in damage or loss. Many of the hazards which occur to goods may not be due to carrier's negligence and thus are excluded from legal liability settlement. Examples of these hazards are "Acts of God" (hurricane, typhoon, tornado, flood, or any other natural disaster) and "Acts of War" (riots, strikes, terrorism, piracy, and civil commotions). And even where it can be proven that a carrier was negligent in causing the loss, the liability limits typically still apply.

- **Ocean Carrier's Cargo Liability (Ocean Bill of Lading):** The Hague/COGSA Act (Carriage of Goods Sea Act) stipulates that a vessel owners' maximum liability is limited to \$500.00 per shipping unit. A "shipping unit" may be defined as a container. Global Container Line follows The Hague/COGSA standard and limits its liability to \$500.00 per shipping unit.
- **Air (IATA AWB):** The Warsaw Convention of 1929 stipulates that an international air carrier's liability can be limited to \$9.07/lb. (or \$20.00/kilo) of the cargo's gross weight, or to the Montreal Protocol IV, in which the limitation is expressed as special drawing rights (SDR)/kilo under which the exchange rate varies (generally, the value is roughly one SDR = 0.66/USD). Daily US dollar valuation of the SDR is published on the International Monetary Fund (IMF) website. Jacobson Global Logistics limits its liability to the SDR/kilo calculation in effect the day of departure.
- **Air (Domestic AWB):** In most cases, domestic air carriers limit their liability to \$0.50/lb. for both ground and air cargo. Jacobson Global Logistics limits its liability to \$0.50/lb.
- **Domestic (Domestic Straight bill of Lading):** Carriers may base their legal liability limitations upon the value stated by the National Motor Freight Classification (NMFC Freight Class). In many cases however, the carriers limit their liability to \$0.50/lb. for both ground and air cargo regardless of the NMFC class. Jacobson Global Logistics limits its liability to \$5.00 per pound per package.
- **Truck Brokerage: (Carriers Release):** Cargo which is brokered on behalf of a customer is based upon the limits of liability as stated by the underlying carrier. Jacobson Global Logistics accepts no liability in brokered shipments. We will assist you with filing the claim with the underlying carrier, but the underlying carrier's limitations of liability apply.
- **Warehouse:** Under the Uniform Commercial Code, as enacted into law in each state of the United States, a warehouse is generally liable for loss or damage to goods caused by the warehouse's failure to exercise that standard of care of a reasonably careful person under like circumstances. Jacobson Companies follows this standard of the law. By contract, warehouses use multiple methods to determine their limitation on liability. A typical warehouse liability limitation clause would be the **lesser** of the following: (1) the actual cost to storer of replacing, or reproducing the lost, damaged, and/or destroyed goods together with transportation costs to warehouse, (2) the fair market value of the lost, damaged, and/or destroyed goods on the date storer is notified of loss, damage and/or destruction, (3) 50 times the monthly storage charge applicable to such lost, damaged and/or destroyed goods, or (4) \$0.50 per pound for said lost, damaged, and/or destroyed goods.

Declared Value

All Jacobson Global Logistics / Global Container Line Bills of Lading and Airway Bills of Lading provide the opportunity for additional value to be declared on the bill of lading. When you utilize this option and state a higher value on the Bill of Lading, you are increasing the dollar amount for which the carrier is liable. However, you are not altering the carrier's defenses against liability. As with legal liability, this higher settlement value will only be offered by the underlying carrier if that carrier is proven to be negligent.

In the Event of a Cargo Claim

Jacobson Global Logistics / Global Container Line will assist you to gather appropriate documentation and we will file the claim with the carrier on your behalf. However, any compensation offered to you will be contingent upon the carrier's admission of fault and payment thereof. This process of gathering documentation and proving negligence on the part of the carrier may take several months or even years, depending upon complexity of the case. It is also important to realize that, by law, it is illegal for you to withhold any portion of payment due to Jacobson Global Logistics on this transaction or any other transactions, pending the carrier's decision.

**Jacobson Global Logistics' Solution**

We can arrange for your goods to travel on an insured basis internationally and domestically through our licensed insurance broker, as well as arrange for insurance to cover loss of, or damage to your goods stored in our warehouses. Should you choose to insure, your goods are covered door to door for cost, insurance, freight, duty (if applicable), plus 10%. In addition to the greater protection provided by insurance, your insurance claim is processed for settlement upon receipt of all necessary documentation *without* waiting for the underlying carrier(s) to admit negligence.

As always, Jacobson Global Logistics / Global Container Line will partner with you to assist you with an informed choice. Should you have any questions after reading this summary, please feel free to give any one of our Account Executives a call and we will be happy to work with you to ensure that you are comfortable with your options and your decision.

We have read the above information and understand that Legal Liability is subject to proof of negligence by the underlying carrier, and that the carrier will often impose limits of their liability if found negligent.

☐ We request that Jacobson Global Logistics/Global Container Line arrange for insurance for the following:

- ☐ International Air Cargo
- ☐ International Ocean Cargo
- ☐ Domestic Cargo
- ☐ Warehousing

☐ We decline insurance coverage unless specifically noted on a per shipment basis.

Signature: _____ (Print) _____ Title: _____

Company Name: (please print) _____ Date: _____