



Account Application & Payment Contract

P.O. Box 144 • American Fork, UT 84003
Phone: 877-873-9823 • Fax 801-847-2648

Company Name _____

Contact Name _____ Email _____

<i>Company Information</i>	
Address: _____	
City / State / Zip _____	
Business Phone _____	Fax _____
Accts Payable Contact _____	Phone _____ ext. _____
	Email _____
Shipping Manager _____	Phone _____ ext. _____
Tax ID # _____	Email _____

<i>First Shipment & Training</i>			
_____	_____	_____	_____
Contact Name	Shipment Date	Time	Contact Initials
Training Requested:	InXpress Webship <input type="checkbox"/>	accufRATE <input type="checkbox"/>	Freight Rater <input type="checkbox"/>
	Imports & Documentation <input type="checkbox"/>	DHL Webship <input type="checkbox"/>	

<i>Payment Information: (Credit Card to be charged on Invoice Due Date)</i>			
_____	_____	_____	
Name On Card		Card Type	
_____	_____	_____	_____
Credit Card Number		Expiration Date	Security Code
_____	_____	_____	_____
Billing Address (if different)	City	State	Zip

I authorize InXpress to charge the above credit card for the amount of each invoice on the due date, and for any invoice amount remaining unpaid after the invoice due date. I have read and agree to all terms and conditions on the back of this contract, including the following:

1. InXpress is not a transportation company. Only the service providers can be held liable for service claims.
2. Customer agrees to all terms and conditions of the carriers. Abbreviated terms and conditions are on the air waybills.
3. InXpress invoices are due within 14 days. Discounts are based on timely payments.
4. Import Duties may be billed directly from the carrier up to 6 months after invoice.

Signature _____

Date _____



1) Authorization of Services: Execution of this Application constitutes an offer by Client to enter into an agreement with InXpress #147. Acceptance by InXpress shall constitute a binding agreement. Client hereby authorizes the opening of an account with InXpress and agrees to the terms contained herein. Client understands that, as an authorized Company representative, he/she is ordering services from InXpress (and not direct delivery) and that client will receive discounted billing from InXpress for shipping services provided. (initial)

2) InXpress as Third Party: Client understands that InXpress acts solely as a Third Party "bill to" and bears no expressed or implied liability for shipments. Client agrees that Inxpress has not expressed or implied that InXpress is a carrier, or represents a specific carrier. Client acknowledges that they must abide by the Terms and Conditions of each carrier. Client understands that any service failure, late freight or damage claim is handled directly by the carrier. Payment terms to InXpress will not be extended due to pending claim(s). InXpress is a support and technology company and is not a transportation company; only the service provider can be held liable for service claims. Customer agrees to review and comply with all terms and conditions of the carriers, abbreviated terms and conditions are noted on bill of lading and/or waybills. (initial)

3) Payment Terms: Client agrees to pay the invoices Net 14 days. Invoices remaining unpaid beyond 14 days will be charged at carrier's published "List" rate. InXpress shall have the right to deny Client access to account while any invoice remains unpaid over 30 days. Client will provide current credit card or bank account information to Inxpress. Inxpress will charge credit card or bank account automatically for invoices that remain unpaid after 14 days. Customer agrees to pay Inxpress for all work completed. Import Duties may be billed directly from the carrier up to 6 months after invoice. Client agrees to pay all costs (including legal costs and attorney fees) paid or incurred by InXpress in enforcing its rights or collecting any amounts due under this agreement, including interest fees and late charges. (initial)

4) Setup Fee: Client agrees to pay InXpress a one-time initial set-up fee of _____. This fee will be billed separately from the freight invoices.

5) Complete Agreement: This agreement constitutes the complete statement and agreement between the parties and there are no other representatives, guaranties, or warranties other than those expressly incorporated herein.

6) Indemnification: Client agrees to indemnify and hold InXpress and its representatives harmless, and assume any legal liability to defend InXpress from any claim or action by any third party arising out of the services performed pursuant to this agreement, except those claims arising from actions caused by employees or agents of InXpress.

7) Jurisdiction: Client consents that such courts and arbitrators shall have personal jurisdiction over Client with respect to any action. All of the terms and provisions of this agreement shall be binding upon, and inure to the benefit of, the respective parties, and their successors and assigns. This agreement is deemed to be made in Salt Lake County, Utah and any action arising out of it shall be governed by Utah law.

OFFICE USE ONLY

Table with 8 columns: DHL Level, Import, PoA SS-4, Freight Level, Sales Rep, Customer #147-, Password, Invoices, Mail / Email, Source, CC DHL Telephone Referral