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Credit Application

Mod. E

The below text has to be printed on your Company's letterhead. Please fax a copy at 212-827-1644. Please mail the original to the below mentioned address. Thanks.
MSC USA - Credit Dept.



To: Mediterranean Shipping Company (USA) INC.
420 Fifth Avenue
New York, NY 10018

CREDIT AGREEMENT

In consideration of granting credit to us (the "Shipper") directly or to us through a forwarder or other agent by the issuance and release of bills of lading, indicating that the ocean freight is payable to MEDITERRANEAN SHIPPING COMPANY (USA) INC. (AKA "Carrier" or "MSC") at United States Atlantic, Pacific and Gulf ports, we hereby undertake and agree as follows:

1. **BILL OF LADING RECEIPTS:** Receipts for all bills of lading so issued shall be signed by us or on our behalf by the freight forwarder or their agent receiving them, if required by the issuing ocean Carrier:
2. **UNCONDITIONAL PROMISE TO PAY AND GUARANTEE OF FREIGHT PAYMENT:** We will be absolutely and unconditionally liable to the Carrier for payment of all freights and charges due and we guarantee that they will be paid by us irrespective of whether or not funds for payment of such freights and charges have been advanced by us so a freight forwarder or other agent. If we provide funds to a freight forwarder or agent to pay the freights and/or charges due to the Carriers, and such forwarder or agent converts such funds to its own use or for any other reason fails to pay them to the Carrier, we shall remain absolutely and unconditionally liable to the Carrier for payment of the freights and charges due.
3. **FREIGHT DUE AS SPECIFIED IN THE AGREEMENT:** We agree that all freight charges shall be due within thirty (30) calendar days from the sailing date of the vessel from the respective loading port. In the event of a rate dispute we will notify MSC in writing via email at RateDispute@msc.us within thirty (30) days from the sailing date of the vessel from the respective loading port. If the disputed amounts are not agreed within sixty (60) days from the sailing date of the vessel from the respective loading port, we agree to remit, without any further delay, FULL payment of the original Freight and Charges.
4. **SUSPENSION OF CREDIT:** We agree that the credit privileges hereunder shall be suspended for any failure to comply with this agreement.
5. **CANCELLATION OF THIS AGREEMENT:** We agree that any suspension of credit for a period of thirty (30) consecutive days will cause the automatic cancellation of this Agreement. Regardless of the cancellation of this Agreement, all obligations of _____ shall remain in full force and effect.
6. **ABSOLUTE OBLIGATION TO COLLECT FREIGHT:** We recognize that the Carrier has an absolute obligation at law and under relevant shipping statutes to collect and receive all freights and charges due under the pertinent tariff or tariffs.
7. **ABSOLUTE DISCRETION TO REFUSE CREDIT:** We agree that nothing herein contained shall limit MSC from exercising absolute discretion to refuse to extend credit, or MSC's right, where credit has been extended, to collect payment of all freights and charges due to vessel's arrival at port of discharge.

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8. **EFFECTIVE DATE:** We agree that this agreement does not become effective until approved in writing by MSC. This agreement shall continue in effect unless terminated sooner by written notice from either party to the other, provided, however, that termination, suspension or cancellation of this agreement shall not extinguish any existing liabilities hereunder. In addition, this agreement shall terminate, without notice, should a period of one year elapse from the issuance of the last bill of lading by MSC naming the signatory to this Agreement as Shipper. After said lapse of one year, should we desire credit with MSC, we will have to re-apply for credit.

9. **CREDIT REFERENCES:** We will provide MSC with credit references, including our primary BUSINESS BANK and we will hereby authorize each of our credit references to make full disclosure of credit information concerning us to MSC or its General Agent upon their written request.

Dated this ____ day of _____, 2004 in _____

Company name

Address

State & ZIP code

Full name and signature of an
Executive officer of the Company

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Credit Application

MSC USA INC.- CREDIT DEPT.- MOD.A

The below form has to be printed on company letterhead; fax copy at 212-827-1644. Please mail original to the below mentioned address- Thanks.



MEDITERRANEAN SHIPPING COMPANY

**TO: Mediterranean Shipping Co. (USA) Inc.
420 Fifth Ave. - 8th Floor
New York, N.Y. 10018
Attn: Credit Department**

**Company Name:
Address:
City:
State:
Zip Code:
Phone:
Fax:**

**Federal tax ID:
State Incorporated:
Date Established:**

Owner/Executives

**Name:
Title:
Email:**

**Name:
Title:
Email:**

**Name:
Title:
Email:**

Type of Company

**Partnership:
Corporation:
NVOCC:**

NVOCC must submit following documents:
Copy of the NVOCC Bond filed with FMC.
Copy of the Title Page of your Tariff.

Affiliated or Associated companies

YES*
 NO

**Nature of Business:
Commodity mostly Shipped (Export only):
Service contract number w/MSC
Estimated annual shipping volume w/MSC:
Loading port of preference:
Estimated monthly credit needs (USD):**

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MSC USA INC. - CREDIT DEPT. - MOD.A

The below form has to be printed on company letterhead; fax copy at 212-827-1644. Please mail original to the below mentioned address- Thanks.



Does the company have a centralized Accounts Payable?

- Yes**
- No

Payment approval contact

Name: _____

Address: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable contact

Name: _____

Address: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Form of payment:

- Corporate Checks
- Wire Transfers

Bank information/references

Bank name: _____

Address: _____

Contact person: _____

Phone: _____

Fax: _____

Credit references

Company Name: _____

Business relationship: _____

Contact person: _____

Phone: _____

Email: _____

Company Name: _____

Business relationship: _____

Contact person: _____

Phone: _____

Email: _____

Company Name: _____

Business relationship: _____

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MSC USA INC. - CREDIT DEPT. - MOD.A

The below form has to be printed on company letterhead; fax copy at 212-827-1644. Please mail original to the below mentioned address- Thanks.



Contact person:
Phone:
Email:

DATE:

(mm/dd/yyyy)

Signature

(Name)

(Title)

NOTE: No credits will be granted to companies acting as Freight Forwarders.

(*) If yes, complete information on form named "Mod. C" in its header.

() If yes, complete information on form named "Mod. B" in its header.**

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Credit Application

Mod. D

The below text has to be printed on your Company's letterhead. Please fax a copy at 212-827-1644. Please mail the original to the below mentioned address. Thanks.
MSC USA - Credit Dept.



To: Mediterranean Shipping Company (USA) INC.
420 Fifth Avenue
New York, NY 10018

RE: Authorization to disclose/release credit references.

Here below we authorize our bank

Bank name _____

Address _____

City, State, Zip code _____

Account number _____

ABA _____

to disclose or release commercial credit information to Mediterranean Shipping Company (USA) Inc. upon request.

Dated this ____ day of _____ 2004 in _____

Company name

Address

State & ZIP code

Full name and signature of an
Executive officer of the Company