



**Amount of Credit Requested \$** \_\_\_\_\_

*I hereby certify that the information provided herein is complete and accurate. This information has been furnished with the understanding that it is confidential and is solely to be used to determine the amount and conditions of the credit to be extended. By applying for the extension of credit and by executing this Business Credit Application and Agreement, Applicant also acknowledges and agrees to the terms and conditions stated below.*

### **Payment Agreement**

*This Payment Agreement (the "Agreement") is entered into as of \_\_\_\_\_ by and between Blue Diamond Carriers LLC (hereafter 'Creditor:') and \_\_\_\_\_ (hereafter "Applicant").*

*In consideration of the processing by Creditor of this application and or the extension of any credit to Applicant and or the making of any sale to applicant after signing of this document by Applicant, Applicant agrees to the following.*

- ❖ Representation of Applicant. Applicant hereby represents and warrants to Creditor that the information provided in the Business Credit Application is true and accurate.*
- ❖ Payment Terms. Applicant shall make payment to Creditor in the accordance with the terms of invoices submitted to Applicant by Creditor.*
- ❖ Late Payment. If applicant fails to make any payment or payments when due, Applicant agrees to pay all cost of collection including legal expenses and reasonable attorney fees incurred by Creditor to collect any amounts due to Creditor from Applicant which are not paid on time.*
- ❖ Credit Limit. Creditor reserves the right to approve or refuse credit at Creditor's discretion. Also, Creditor may establish and advise Applicant of its credit limit when Creditor opens Applicant's account. Applicant may increase or decrease the credit limit at any time and without notice.*
- ❖ Notices. The Business Credit Application and Agreement shall continue in full force and effect until such time as one party shall receive from the other party (by registered or certified mail) written notice of revocation and/or change of status. Such notice shall be delivered or sent to the address listed on the Business Credit Application. Notice of Revocation*



*and/or Change in Status shall not in any way relieve Applicant from liability for any indebtedness incurred prior to the actual receipt of such notice. Moreover, receipt by Creditor of check or checks or correspondence*

*showing a different name on the account shall not constitute written notice of a change of status.*

- ❖ *Jurisdiction. The parties hereby agree that they submit to the personal jurisdiction of any state district court in Texas for any matters relating to the Agreement or with respect to the goods purchased by Applicant from Creditor. The parties further agree that in the event a dispute or claim should arise, both Creditor and Applicant stipulate that such a claim shall be venued in the state district courts of Texas.*
- ❖ *Construction. This Agreement shall be construed on the rights and obligations of the parties hereunder and shall be governed by the laws of the State of Texas.*
- ❖ *Modification. This writing is intended as the entire Agreement between the parties and the complete and exclusive statement of the terms and conditions of their Agreement which will only be modified or rescinded as expressly provided for hereby or in the writing signed by both parties.*

**Applicant Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**BLUE DIAMOND**  
C A R R I E R S



*Sincerely*

---

**Tony R. Garcia**  
President & COO