



Credit Policy for Customers

TO: Canton Railroad Company (CTN)

FROM: Customer

Customer herein applied for the extension of credit regarding payment for services provided by CTN. Prior to the establishment of credit, any and all services will be done on a pre-paid cash basis.

Customer agrees to the following Terms and Conditions of this Credit Policy:

- A) That the extension of authorized credit terms is at the discretion of CTN. Failure to comply with the terms and conditions found herein may constitute suspension of credit or the requirement of a security deposit, surety bond or other form or insurance.
- B) That any account shall be paid in full in accordance with the authorized credit terms extended and no deductions (by way of contra accounts or other off-sets regarding claims against CTN) shall be made unless specific arrangements for postponing receipt of said payment (pending investigation and action by CTN) has been authorized, in writing, by a CTN Executive Officer. In the absence of such arrangements (prior to the normal due date, "within credit terms"), the presumption will be that items billed and booked are correct.
- C) To be responsible for all freight and sundry items charged to customer's account. Any dispute between consignor (shipper) or consignee (receiver) as to payment of these charges is to be settled between them.
- D) Cancellation of service and/or cancellation of credit terms (changing Customer to "Cash" basis). CTN may stop the supply of any labor, materials or services or elect to do business on "Cash" basis only when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with CTN until payment is made and any dispute or insecurity has been resolved.
- E) That if payment is not made and received in accordance with the documented credit terms, CTN is specifically authorized to pursue all legal collection remedies including the assessment of late payment interest as a finance charge on the unpaid bills or portion thereof which are past credit terms. The finance charge will accrue daily on the unpaid balance from the first day following the end of the credit term until date of receipt of payment.
- F) Customer expressly agrees to submit to personal jurisdiction in Maryland and agrees that the forum for any litigation pursuant to this Agreement or any other contract between CTN and Customer, whether CTN or Customer brings suit, shall be in Maryland. This Agreement shall be governed by and construed in accordance with the laws of Maryland.
- G) That payment will be received in accordance with Customer's authorized credit terms even if Customer uses a third-party payables operation. No relief or additional days will be granted to Customer that outsources its accounts payable. Any and all issues arising will be resolved between Customer and its Accounts Payable agent.
- H) That CTN is entitled to obtain information from any legitimate source in support of extending credit.

I) That Customer agrees to pay all amounts due under this Agreement no matter what person or entity ordered services or used the labor and material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied. In the event other entities or individuals order services or use the labor or materials pursuant to this Agreement, it is agreed that both the customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement. Applicant agrees to reimburse CTN for any legal sales or use tax liability paid by CTN on applicant's transaction(s).

J) That Customer will provide remittance details to CTN when sending payment. Due to security reasons, CTN is not able to retrieve remittance details from websites.

K) That any changes, modifications or alterations to this application for credit is not permitted and shall constitute an automatic rejection at this time. Customer acknowledges that it will be required to reapply for credit.

Please contact cms@bepllc.com prior to remitting payment electronically.

It is hereby warranted the policy above has been read and understood. Furthermore, I represent that the Customer herein indicated has the financial ability and willingness to pay all invoices within established terms.

Dated this _____ day of _____ 20

Signed: _____

Name Typed or Printed: _____

Title: _____

Company (Customer): _____

MAIL & EMAIL INVOICE ADDRESSES

Full Business Name: _____

Corporation Partnership Proprietorship LLC Other _____

State of Incorporation: _____ Year: _____

Commodity/Commodities to be shipped: _____

Dollar Amount of Credit Requested: \$ _____ /MONTH

Email Invoices to: _____

Street Address: _____ P.O. Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Type of Business: _____ Number of Years in Business: _____

Person to Contact Regarding Invoices: _____

Telephone: _____ Fax: _____ Email: _____

Federal ID#: _____ Sales Tax Exempt #: _____ (Please attach copy of form)

SIC#: _____ Dun & Bradstreet DUNS Number _____

HEADQUARTERS ADDRESS

Parent Company: _____

Street Address: _____ P.O. Box: _____

City: _____ State/Province: _____ Zip: _____

Telephone: _____ Fax: _____

Website: _____ Email: _____

Federal ID#: _____ Sales Tax Exempt #: _____ (Please attach copy of form)