



EVERGREEN AMERICA CORPORATION
823 COMMERCE DRIVE, OAK BROOK, IL 60523

SHIPPER'S AGREEMENT AND CREDIT APPLICATION

In consideration of the issuance and release of prepaid Bills of Lading by Evergreen America Corporation (hereinafter "EVERGREEN") to us, directly or through our forwarding agent, prior to full payment of the ocean freight and charges due on Bills of Lading thereon, we hereby agree as follow:

1. ANY FORWARDER IS SHIPPER'S AGENT FOR PAYMENT

If we engage or utilize the services of a freight forwarder in connection with the payment of freight or charges to EVERGREEN, we agree that such forwarder acts as our agent for such purpose and not as the agent of EVERGREEN.

2. UNCONDITIONAL PROMISE AND GUARANTEE TO PAY FREIGHT PAYMENT

We will be absolutely and unconditionally responsible to EVERGREEN for payment of all freight and charges thereon, and guarantee that they will be paid to EVERGREEN whether or not funds for such payment have been advanced to our forwarding agent. In all circumstances, we, as shipper, remain responsible for the freight and charges until same have been paid.

3. FREIGHT DUE

a) East coast all water and minilandbridge cargo:

All freight or other charges shall be due and payable directly or through our forwarding agent within twenty-one (21) calendar days of the sailing of the vessel from loading port.

b) West coast and inland point intermodal routing:

All freight or other charges shall be due and payable directly or through our forwarding agent within sixteen (16) calendar days of the sailing of the vessel from loading port .

4. FAILURE TO PAY FREIGHT AND CHARGES WHEN DUE

will result in the immediate suspension of credit privileges under this Agreement. Reinstatement of such privileges will only be made at the sole discretion of EVERGREEN.

5. EXECUTION DOES NOT REQUIRE CREDIT

Execution of this Agreement by the shipper and EVERGREEN authorizes, but does not require EVERGREEN to extend credit in accordance with the terms hereunder. Nothing herein shall preclude EVERGREEN from exercising its right to collect payment of freight charges prior to the arrival of any vessel at its port of discharge.

6. EFFECTIVE DATE

This Agreement shall become effective on the date of its receipt and execution by EVERGREEN and shall continue in effect unless terminated by written notice issued by Evergreen; provided, however, that termination shall not extinguish any existing liabilities hereunder.



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7. ENFORCEABILITY

For any law suit concerning our rights and obligations hereunder, we hereby consent to the jurisdiction of any court of the states of California or New York and of any United States district court in the states of California or New York, and we agree that the court shall award to EVERGREEN its attorney fees and costs incurred in collection.

8. We list below the name, address and telephone number of our bank and credit reference(s) and hereby authorize each of our bank and credit references to make full disclosure of credit information to EVERGREEN or its agents:

1) **Bank References:**

<u>Bank Name</u>	<u>Account No.</u>	<u>Bank Address</u>
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A. _____

B. _____

C. _____

2) **Credit References:**

<u>Company's Name</u>	<u>Address & Tel. No.</u>	<u>Credit Information</u>
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A. _____

B. _____

C. _____

Shipper : _____
(Name of Company/Corporation)

Telephone No.: (____) _____ D & B D-U-N-S: _____

(Principal Office Address)

(P.O. Box if available)

Accounting Contact: _____
(Contact Name) (Telephone No) (Fax No)

Commodities : _____

By : _____ Date: _____
(Authorized Signature)

(Officer's Name) (Title of Organization Officer)

(Fax signature can be accepted when the company's name and fax No. are showing on the fax printout)



EVERGREEN AMERICA CORPORATION

823 COMMERCE DRIVE, OAK BROOK, IL 60523

FOR EVERGREEN USE ONLY

Executed

This _____ **day of** _____ **20** _____

Evergreen America Corporation, or its Agent