



1301 Harrisburg Pike
P.O. Box 7167
Lancaster Pa 17604-7167
717-299-0992 Phone
717-299-0538 Fax

CREDIT APPLICATION FORM

Please complete this form and fax to Way Delivery Services at 717-299-0538

Company Information New Update

Name _____

Address _____ City _____ State ____ Zip _____

Telephone # () _____ Fax # () _____

Type of Business _____

How long in Business _____

Please check one: Partnership Proprietorship Corporation

Is your company's home office out of state? Yes No

If yes, please list:

Address _____ City _____ State ____ Zip _____

Telephone # () _____ Fax # () _____

Have you ever used our service before? No Yes If so, when? _____

How did you find out about Way Delivery Services? _____

Billing Information

(All billing information MUST be completed or application will not be processed.)

Address _____ City _____ State ____ Zip _____

Telephone # () _____ Fax # () _____

Contact Name _____

Bank Reference

Name _____

Branch Location _____

Telephone # () _____

Account # _____

Trade References

Name _____

Address _____ City _____ State ____ Zip _____

Telephone # () _____

Name _____

Address _____ City _____ State ____ Zip _____

Telephone # () _____

Name _____

Address _____ City _____ State ____ Zip _____

Telephone # () _____

Credit per month requested: _____

I understand that this information is to be used only to establish credit with Way Delivery Services. I give my permission for any of the references I have provided above to release information to Way Delivery Services. I hereby agree to the terms & provisions of the Customer Agreement as set forth on the next page.

Signature _____ Title _____

Date _____

(For Department Use Only)

Approved by: _____ Date: ____/____/____ Limit: \$_____

TERMS AND CONDITIONS

Way Delivery Services agrees to provide delivery services by furnishing to Client professional, uniformed drivers and upon request, company owned or leased vehicles meeting requirements specified by Client. Client agrees to pay Way Delivery Services for the services provided in accordance with this Agreement.

WAY DELIVERY'S RESPONSIBILITY

- Way Delivery Services will recruit, interview, select, test and hire employees who, in Way Delivery's judgment, are qualified to perform the services required by our Client as regulated by all local, state and federal agencies. The evaluations conducted by Way Delivery are not designed to ascertain criminal background information.
- Way Delivery employees are not allowed to handle or transport cash or securities other than for COD receipts due from client to Way Delivery Services and only if prior arrangements are made at the time services are ordered.
- Way Delivery Services will provide services using company owned or leased vehicles which will be maintained with high standards by our own professional mechanics to meet all local, state and federal inspection requirements.
- Way Delivery Services will make every effort to meet client schedules whenever possible, but will not be responsible for conditions beyond our control including but not limited to extreme traffic conditions, weather, terrorists threats.
- Way Delivery Services will provide a combined maximum of \$200 cargo insurance no matter the size or number of packages per delivery vehicle. Additional insurance is available upon request at the time services are ordered.
- Way Delivery Services will provide worker's compensation insurance as required by law on all company employees.
- Way Delivery Services will maintain other insurance policies as necessary in the course of doing business and any as required by law. Certificates of insurance are available upon request.

CLIENT'S RESPONSIBILITY

- Client shall provide when ordering services all billing information required by paying company for prompt payment processing including but not limited to purchase order numbers, bills of lading, billing address, name and phone number for person responsible for payment.
- Client shall provide complete pick and delivery addresses including postal zip codes when ordering services.
- Client shall not enclose hazardous or illegal substances in materials being transported by Way Delivery Services.
- Unless specifically declared and a request is made for additional insurance when order is placed, client agrees to accept insurance payment as declared above as full and final payment for loss claims.
- Client agrees that even though Way Delivery Services will make every effort to meet Client requests, Way Delivery Services does not guarantee pick and/or delivery times. Client agrees that for circumstances beyond our control (such as but not limited to extremely congested traffic, weather conditions, terrorists threats) delays may occur and additional charges (not included in the original quoted rate) may apply.
- Client agrees to pay additional charges for waiting time for pickups or deliveries not ready or available as specified when ordered.
- Client agrees that charges will be incurred for orders placed and cancelled after our driver has been dispatched.

PAYMENT AND INVOICING TERMS

- Way Delivery Services will submit a weekly itemized invoice for all services provided. Client will also pay, where applicable, any federal, state or local sales, use, excise, value-added or other like tax on services provided to the Client by Way Delivery Services.
- Client agrees to pay all invoices upon receipt. Submit payment with remittance advice, which includes invoice number(s) and related amount(s). Client shall promptly notify Way Delivery Services of any disputed or questioned item on invoices, and the parties shall work together in good faith to resolve the issue.
- Any amounts that are past due shall accrue interest at the rate of the lesser of one percent per month or the maximum rate allowed by law from the date due until the date paid and shall be payable on demand. Client shall pay all collection and litigation costs including reasonable attorney's fees resulting from Client's failure to pay invoices.
- In the event Client does not dispute invoiced amounts within thirty days of receipt of invoice; payment shall constitute acceptance or approval of services and the invoiced amounts.

GENERAL

- In no event shall either party be liable for any incidental, consequential, exemplary, special, or punitive damages, expenses or lost profits under or in connection with the services rendered by Way Delivery Services.
- Way Delivery Services may occasionally send material via fax, e-mail, or standard mail regarding services.
- Way Delivery incurs considerable expense to recruit, evaluate and retain its employees. To offset these expenses and any future revenue loss, Way Delivery reserves the right to charge you a fee in the event you hire a driver provided to you by Way Delivery Services. This applies during or after an assignment with Client. The fee will be calculated at 1% per \$1,000 of estimated annual wages with a minimum of one thousand dollars (\$1,000) to a maximum of 30%. This policy will apply unless there is a written agreement with Way Delivery Services specifying different terms. This fee is in addition to any service hours billed to client up to the date of hire.