

LIGHTNING EXPRESS DELIVERY SERVICE, INC.

P.O. Box 26 Gardiner, New York 12525
Telephone: 845-883-4343 Fax: 845-883-4346
www.lightningexpress.net

CREDIT SALES AGREEMENT

CREDIT CUSTOMER: (Complete Legal Name. If a corporation, use EXACT registered corporate name.)	
Company Name:	
Billing Address:	
Telephone Number:	
<p>You (the Credit Customer) are requesting that Lightning Express Delivery Service, Inc. ("Lightning Express") extend credit for the purchase of delivery services. You have agreed to the Standard Terms and Conditions (set forth on the bottom and reverse side of this form) which govern all credit sales of services by Lightning Express.</p> <p>The person signing below certifies that (1) he/she is a corporate officer, partner or proprietor of the Customer requesting credit, and is authorized to sign this Credit Sales Agreement and to bind the Customer and (2) the Customer agrees to the Terms and Conditions of Sale set forth on the bottom and reverse side of this form.</p>	
Signature	Date
Print Name Title and Position	
PERSONAL GUARANTY To induce LIGHTNING EXPRESS to extend credit to the Customer, knowing that LIGHTNING EXPRESS is relying on this guaranty as a precondition to extending this credit, I (or if more than one, then all of us, jointly and severally) INDIVIDUALLY, PERSONALLY, ABSOLUTELY and UNCONDITIONALLY GUARANTY to LIGHTNING EXPRESS all payments and other obligations owed by the Customer to LIGHTNING EXPRESS for the purchase of any services upon credit, including, but not limited to, LIGHTNING EXPRESS attorney's fees and legal costs incurred in enforcing this agreement. I will also pay all reasonable cost and attorney's fees incurred by LIGHTNING EXPRESS in enforcing this Guaranty. I waive notice of demand and notice of default, and I agree that LIGHTNING EXPRESS may proceed directly against me without first proceeding against the Customer or the equipment.	
Signature (Individually; No Titles)	Signature (Individually; No Titles)
x	x
Guarantor #1 Name and Home Address (Please Print)	Guarantor #1 Name and Home Address (Please Print)

Standard Terms and Conditions of Credit Sales

The following terms and conditions govern the sale by LIGHTNING EXPRESS of any and all delivery services that will be provided to Customer from this date forward.

1. Other Documents. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and LIGHTNING EXPRESS.

2. Governing Law. THE SALE(S) WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. Venue and jurisdiction for all disputes will lie in Ulster County, New York.

3. Payment Terms; Interest. Terms of payment are within LIGHTNING EXPRESS's sole discretion, and, unless otherwise agreed to by LIGHTNING EXPRESS, payment must be received by LIGHTNING EXPRESS upon delivery of the services to the Customer or completion of service, as the case may be. Payment for the services purchased by the Customer will be made by cash, credit card, wire transfer, check or some other prearranged payment method unless credit terms have been agreed to by LIGHTNING EXPRESS. If credit terms have been agreed to by LIGHTNING EXPRESS, invoices are due and payable within thirty (30) days after the date of the invoice. LIGHTNING EXPRESS may invoice parts of an order separately. Orders are not binding upon LIGHTNING EXPRESS until accepted by LIGHTNING EXPRESS. If the Customer fails to pay any charges when due and payable, Customer agrees that LIGHTNING EXPRESS shall be reimbursed by the Customer for all costs, including reasonable attorney's fees, incurred in its attempt to collect any past due charges and/or invoices. The Customer further agrees to pay LIGHTNING EXPRESS a late payment charge of 1.5% per month, but not in excess of the lawful maximum rate of interest, on any past due charge and/or invoice.

4. Limitation of Liability. LIGHTNING EXPRESS shall not be liable for prospective profits or special, indirect or consequential damages, nor shall any recovery of any kind against LIGHTNING EXPRESS be greater in amount than the purchase price of the specific deliver services sold and causing the alleged loss, damage or injury. Furthermore the liability of LIGHTNING EXPRESS DELIVERY SERVICE INC. for the shipments is limited for theft only and does not include breakage, spoilage and / or delays whichever may occur.

5. Value Declared:

Unless a different value is declared, the shipper hereby / releases the property to LIGHTNING EXPRESS DELIVERY SERVICE, INC. to a value not exceeding \$ 100 (One Hundred) per shipment.

6. Liens on Goods:

LIGHTNING EXPRESS DELIVERY SERVICE INC. shall have a lien on any goods shipped for freight charges, advances custom duties or other charges of any kind arising out of transportation, hereunder, and may refuse to surrender possession of the goods until such charges are paid.

7. INSURANCE:

Shipper has the option to place insurance on shipment for theft only upon notification to LIGHTNING EXPRESS DELIVERY SERVICE INC. at the time the call for service is made, if after due notice to LIGHTNING EXPRESS DELIVERY SERVICE INC. by the Shipper such high value items are accepted for delivery, LIGHTNING EXPRESS DELIVERY SERVICE INC. will arrange insurance on behalf of the Shipper in the amount not exceeding \$ 20,000 (Twenty Thousand Dollars) at the rate of .50 PER \$ 100.00 (One Hundred Dollars) extra value.

8. Claims:

Any claims must be brought to by the Shipper and be delivered in writing in the office of LIGHTNING EXPRESS DELIVERY SERVICE INC. within 15 (fifteen) days of the date of loss. No claim for loss will be entertained until all transportation charges have been paid. The amount of any claim may not be deducted from any transportation charges owed LIGHTNING EXPRESS DELIVERY SERVICE INC.

Print Name: _____

Signature: _____