

8326 E Adamo Drive, Tampa, FL 33619

Phone: (813) 886-8862 Fax: (813) 886-8229 Web: www.MANKOinc.com

# Confidential Credit Application / New Account Information

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| Instructions and Information |
| 1. Complete and sign all sections applicable to your organization.
2. Please do not leave fields empty. If not applicable, write “N/A”.
3. If your organization is sales tax exempt, attach a copy of your exempt certificate and fill Certificate of Resale / Tax Exempt.
4. **Our terms are NET 15 from date of service.**
5. Please fax completed/ signed application to **ACCOUNTING Department at 813-886-8229**.
6. This document can be printed or filled using Microsoft Word (use TAB key to move to next field, SHIFT+TAB to move to previous field).
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| General Information |
| Legal Name of Organization: |       |
| Parent Company (if subsidiary): |       |
| Federal Tax ID: |       |
| Organization Type: | [ ]  Sole Proprietorship [ ]  Partnership [ ]  Corp. [ ]  LLC [ ]  Government / Public |
| Type of Business: |       | Year Established: |       |
| Number of Locations: |       | At Present Location Since: |       |
| Business Address: |       |
| City: |       | State: |       | Zip Code: |       |
| Main Phone: |       | Main Fax:       | Email:       |
| Acct. Payable Contact: |       | Acct. Payable Email: |       |
| Acct. Payable Phone: |       | Acct. Payable Fax: |       |
| Bill/Lading with Invoice | [ ]  YES [ ]  NO. | Del Receipt with Invoice | [ ]  YES [ ]  NO. |
| Invoice Mailing Address: | [ ]  Same as Business Address |
| Address: |       |
| City: |       | State: |       | Zip Code: |       |
| Shipping Address: | [ ]  Same as Business Address [ ]  Same as Invoice Mailing Address |
| Address: |       |
| City: |       | State: |       | Zip Code: |       |
| Main Phone: |       | Main Fax: |       |



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| Officers/Principals Information |
| Printed Name: |       | Title: |       |
| Printed Name: |       | Title: |       |
| Printed Name: |       | Title: |       |

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| Bank Information |
| Bank Name: |       | Account #: |       |
| Contact Name: |       | Phone: |       | Fax: |       |

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| Trade References |
| Organization Name: |       | Account #: |       |
| Contact Name: |       | Fax: |       |
| Organization Name: |       | Account #: |       |
| Contact Name: |       | Fax: |       |
| Organization Name: |       | Account #: |       |
| Contact Name: |       | Fax: |       |
| Organization Name: |       | Account #: |       |
| Contact Name: |       | Fax: |       |

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| Customer Authorization / Terms of Sales |
| I HEREBY AUTHORIZE THE ABOVE LISTED REFERENCE TO RELEASE ANY INFORMATION RELATING TO THE ABOVE LISTED ACCOUNTS. THE UNDERSIGNED ALSO CERTIFIES THAT THE INFORMATION PROVIDED ABOVE IS COMPLETE AND ACCURATE. IN LIEU OF A DULY EXECUTED SIGNED AGREEMENT WITH APPLICANT BY MANKO Delivery Systems, Inc.(MANKO); THE UNDERSIGNED FURTHER AGREES THAT ALL INVOICED SERVICES BY MANKO ARE SUBJECT TO MANKO’S SHIPPING TERMS AND CONDITIONS (PAGE 3 & 4) AND IN THE EVENT OF LITIGATION RELATING TO ANY BUSINESS TRANSACTION BETWEEN THE CUSTOMER AND VISIPLEX, INC., IT SHALL BE GOVERNED BY AND INTERPRETED PURSUANT TO THE LAWS AND DECISIONS OF THE STATE OF FLORIDA. MANKO SHALL BE ENTITLED TO ITS REASONABLE COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEY’S FEES AND THE COSTS OF LITIGATION IN ENFORCING THE TERMS OF ANY SALE OR COLLECTION UPON ANY RESULTING JUDGMENT. ANY LAW SUIT FILED BY OR AGAINST MANKO SHALL BE FILED IN THE CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA OR IN THE FEDERAL DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA. |
| Authorized Printed Name: |       | Title: |       |
| Authorized Signature: |  | Date: |       |



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**SHIPPING TERMS AND CONDITIONS**

Acceptance of the bill of lading (MANKO or any other BOL} by the shipper shall constitute the shipper's agreement to the following:

• MANKO Delivery Systems, Inc. ("MANKO'') will provide pickup and delivery services as requested by the shipper and will arrange for transportation by carriers as required. Such services will be furnished as agent of the shipper.

• All payment terms are to be net 15. Unless authorized in writing by an officer of MANKO.

• MANKO shall not be liable for any special or consequential damages experienced by any person, which term Includes, but shall not be limited to, loss of profits or income as a result of delay, loss or damage to any shipment resulting from the performance or non-performance of MANKO.

• Shipper warrants that the shipment is packaged to protect enclosed goods and to ensure the safe transportation with ordinary care in handling and that each package is appropriately labeled and is in good order for shipment as specified. The shipper further warrants to MANKO that the contents of the shipment may be lawfully carried over public highways and/or aboard airline aircraft or other federally regulated carriers and is not a prohibited commodity under any applicable law or regulation. It is the responsibility of the shipper to ensure that a shipment tendered to MANKO does not violate any federal, State or local laws or regulations applicable to the shipment. No service shall be rendered by MANKO in the transportation of any shipment that is prohibited by applicable law or regulation. The shipper shall indemnify and hold harmless MANKO against any loss incurred by MANKO as a result of shipper's violation of these provisions.

• Any claim by the shipper for loss or damage in accordance with these Shipping Terms and Conditions hereof shall be notified in writing to MANKO Delivery Systems, Inc. 8326 E Adamo Drive, Tampa FL 33619 than 7 days after delivery of the shipment to the consignee. Any action or proceeding brought by the shipper against MANKO Delivery Systems, Inc. concerning their shipment shall be commenced within 180 days after delivery of the shipment to the consignee. No claim for damage will be entertained until all transportation charges thereon have been paid. The amount of the claims may not be deducted from transportation charges.

• No agent, employee or representative of MANKO has the authority to modify any provisions of these Shipping Terms and Conditions.

MANKO reserves the right, but is not required, to open and inspect any package tendered for shipment without prior notice to shipper. Exercise of such right shall not be construed to constitute any form of approval or control over any method or form of packaging utilized by shipper.

MANKO will not carry nor be liable in any way for documents, coins, currency, and jewelry or for any articles of extraordinary value not expressly agreed to by MANKO unless a special agreement to do so and a stipulated value of the articles are endorsed on the Bill of Lading.



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**SHIPPING TERMS AND CONDITIONS (continued)**

MANKO is not bound to transport the shipment by any particular schedule or in time for any particular market or in any manner other than with reasonable agreed upon dispatch. In case of necessity, MANKO may forward shipment via another carrier.

MANKO reserves the right to refuse to provide service for, among other things, any shipment that by reason of the dangers or other characteristics of its contents that may soil, taint, or otherwise damage other shipments or MANKO's equipment or that is improperly packaged or wrapped. ln addition, MANKO reserves the right to refuse to provide service for any shipment, to or from any location, or to provide alternative arrangements when, among other things, MANKO deems that it is unsafe, economically or operationally impractical to provide service.

**UNDELIVERABLE SHIPMENT/ PACKAGE**

1. If the consignee refuses the shipment tendered for delivery by MANKO or if MANKO s

unable to deliver the shipment, because of fault or mistake of the shipper or consignee,

MANKO's liability shall then become that of a warehouseman, MANKO shall promptly attempt to provide notice, by telephone or electronic communication as provided on the face of the Bill of Lading, if so Indicated, to the shipper or the party, if any, designated to receive notice on

this Bill of Lading. Storage charges, based on MANKO's rates and tariff, shall start no sooner

than the next business day following the attempted notification. Storage may be, at MANKO's option, in any location that provides reasonable protection against loss or damage. MANKO may place the shipment In public storage at the owner's expense and without liability to

MANKO.

1. If MANKO does not receive disposition instructions within 48 hours of the time of MANKO's attempted first notification, MANKO will attempt to issue a second and final confirmed notification. Such notice shall advise that if MANKO does not receive disposition instructions within 10 days of that notification, MANKO may offer the shipment for sale at a public auction and MANKO has the right to offer the shipment for sale. The amount of sale will be applied to MANKO's Invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods, if there ls a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(3) Where MANKO has attempted to follow the procedure set forth in subsections (1) and (2) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of MANKO's at its option to sell the property under such

circumstances and in such manner as may be authorized by law. When perishable goods

cannot be delivered and disposition Is not given within a reasonable time, MANKO's may

dispose of property to the best advantage.

(4) Where MANKO is directed by consignee or shipper to unload or deliver property at a

particular location where shipper, consignee, or the agent of either, is not regularly located,

the risk after unloading or delivery shall not be that of MANKO.