

Commercial Charge Account Application

This document contains both the credit application form and the credit sale contract.

1. Complete both forms, print two (2) copies of each, sign and date.
2. Provide audited Financial Statements from your most current year end.
3. Mail all four (4) documents and the financial statements to:

Aloha Air Cargo
Att:Finance
P.O. Box 30910
Honolulu, HI 96820



Firm Name: _____ **Phone:** _____

dba: _____ **FAX:** _____

Street Address: _____ **E-mail:** _____

City: _____ **State:** _____ **Zip Code:** _____

Type of Organization: _____ **Line of Business:** _____

(Corporation, Partnership, Sole Proprietorship)

Years in Business: _____

Fed Tax ID: _____ **Duns #** _____ **Est. Annual Sales:** _____

Officers

Full Names of Owners (or authorized officer of Corporation), home address and SS# for partnerships or sole proprietors.

President: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Vice President: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Secretary: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Treasurer: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Information

Controller: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Payable Manager: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Other: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

References

List trade references with whom you currently have an account.

Firm Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____ **Fax:** _____

Acct # _____ **E-mail:** _____

Firm Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____ **Fax:** _____

Acct # _____ **E-mail:** _____

Firm Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____ **Fax:** _____

Acct # _____ **E-mail:** _____

Firm Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____ **Fax:** _____

Acct # _____ **E-mail:** _____

References (cont.)

Firm Name: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone: _____ Fax: _____
Acct # _____ E-mail: _____

Firm Name: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone: _____ Fax: _____
Acct # _____ E-mail: _____

Bank References

Bank Name: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone: _____ Fax: _____
Acct # _____ E-mail: _____

Bank Name: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone: _____ Fax: _____
Acct # _____ E-mail: _____

Bank Name: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone: _____ Fax: _____
Acct # _____ E-mail: _____

Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with the terms granted. You assure us that all the information you have given us in your application is accurate, complete and truthful. Aeko Kula, Inc. dba Aloha Air Cargo will rely on the information provided herein in determining whether to extend credit and the limits thereof and we may wish to periodically update the information given herein. The above information as well as any information provided with this application is for the purpose of obtaining credit.

We hereby authorize Aeko Kula, Inc. dba Aloha Air Cargo to investigate the references listed pertaining to my/our credit and financial responsibility.

Company Name

Signature of Corporate Officer

Date

Printed Name

Title

Aeko Kula dba Aloha Air Cargo Use Only			
Approved	Date	By:	_____
Disapproved	Account #	Signature	_____

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your invoice is wrong, or if you need more information about a transaction on your invoice, write us on a separate sheet to AeKO Kula, Inc. dba Aloha Air Cargo at P.O. Box 30910, Honolulu, HI 96820. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first invoice on which the error or problem appeared. You can call us at (808) 836-7489, but doing so will not preserve your rights.

In your letter, provide us the following information:

- Your Name and Account Number.
- The dollar amount of the suspected error.
- Airbill and Invoice Number.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including **Finance Charges** and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your invoice that are not in question.

If we find that we made a mistake on your invoice, you will not have to pay any **Finance Charges** related to any questioned amount. If we didn't make a mistake, you may have to pay **Finance Charges**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have

a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

CREDIT SALE CONTRACT

This is the contract which covers your Aeko Kula Inc. dba Aloha Air Cargo Charge Account. In this contract, the words "you," "your" and "Applicant" mean everyone who signs this contract and is bound by it. "We", "us" and "our" mean Aeko Kula, Inc. dba Aloha Air Cargo, P.O. Box 30910, Honolulu, HI, 96820.

Charges: If your application for an Aeko Kula, Inc. dba Aloha Air Cargo Charge Account is accepted by us, we will issue a charge account number. Until this contract is terminated by you or by us, you, or any person to whom we issue a charge account number at your request, may charge services purchased from us.

Promise to Pay: You must pay us, or anyone we designate, for all purchases you charge and for all purchases charged by anyone you allow to use your account, and all **Finance Charges** under this account according to the terms below.

Payment Terms: Applicant agrees to pay in full (without deduction or offset) within 30 days of the date of invoice or the due date stated on each invoice to the order of Aeko Kula, Inc. dba Aloha Air Cargo at the mailing address of PO Box 30910, Honolulu, HI 96820.

Billing Invoices: We will invoice you weekly, every seven days, in weekly intervals of the following dates: 1-7, 8-15, 16-23 and 24-end of month. Your invoice will bill up to 25 Airway Bills by Date, Carrier Number, Airway Bill Number, Origin/Destination, Pieces, Gross Weight, Chargeable Weight, Rate, Weight Charge, Fuel Surcharge, Taxes, Other Fees, Total Amount, Invoice Totals, Invoice Date and Payment Due Date.

Finance Charge: The **Finance Charge** on your account shall be the lesser of the amount calculated by multiplying a Periodic Rate of 1.5% per month, which is an **Annual Percentage Rate** of 18%, or the maximum allowed by law, times your unpaid balance after first deducting current payments and/or credits. The **Finance Charge** shall accrue on all accounts over 30 days due.

Returned Check Fee: As permitted by law, we will charge you a reasonable returned check fee if any check sent to us for payment on your invoice is returned unpaid by your bank.

Past Due Accounts: Our payment terms are net 30 days. If you do not pay on time we can require that you make immediate payment of all outstanding invoices. We may use an attorney or licensed collector to collect your account. If we use an attorney or licensed collector who is not our salaried employee, you will pay reasonable attorney's fees and actual costs, as permitted by law. Applicant agrees that Aeko Kula Inc. dba Aloha Air Cargo may set off against monies due it from Applicant or any affiliate any monies owed by Aeko Kula Inc. dba Aloha Air Cargo to Applicant or any affiliate. Applicant agrees that he/she will not set off against any amounts due Aeko Kula Inc. dba Aloha Air Cargo or claimed to be due to Applicant from Aeko Kula Inc. dba Aloha Air Cargo.

Changes in Your Information: Applicant agrees to notify Aeko Kula, Inc. dba Aloha Air Cargo promptly in writing of any substantive changes in the information provided.

Credit Limit: You will be informed of a maximum credit limit. The total amount of purchases unpaid may not exceed this credit limit. We do not have to extend credit to you for purchases in excess of the credit limit.

Our Rights: We can change any of the terms of this contract, modify credit limits from time to time or terminate credit, with or without notice to Applicant.

Your Account Information: We reserve the right to give credit bureaus or other creditors information about how you have handled your account. We may also give or obtain information from others when: you have not paid on time; we think there is a question of illegal or improper activity; we receive a legitimate request from a government authority; or we are required to do so by law.

Credit Reports: Before we open an account, we will check the information you have given us on an application form with credit bureaus or with others. We may also request additional information from them, including a credit report, before approving your application. We may ask for a credit report after your account is open if we want to update our records, renew your account or decide whether to give you additional credit.

Cancellation: We can cancel your account at any time. You may cancel your account by writing us at P.O. Box 30910, Honolulu, HI 96820. If your account is cancelled, everything you owe us, including any amounts that haven't been billed to you, including freight in transit, remains due and payable. Also, in the event of such default, to the extent allowed under applicable law, Aeko Kula, Inc. dba Aloha Air Cargo, is hereby authorized by Applicant to take possession of any freight then being shipped by Applicant and hold the same until payment is made, with all rights of a secured party under the Uniform Commercial Code, as applicable in the State of Hawaii.

Joint and Several Liability: If more than one party signs this contract, we may collect from or sue any one of you, or all of you, or make any settlements or extensions with any one of you, without giving up our rights against the others.

Severability: The provisions of this Credit Sale Contract shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Credit Sale Contract shall be effective and binding upon the parties.

NOTICE

Any holder of this Credit Sale Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof, recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

By signing below, you acknowledge that you have read and agreed to this Credit Sale Contract. By signing below and initialing in this section in the space provided, you acknowledge that a copy of this Credit Sale Contract has been delivered to you. Customer's Initials:_____.

NOTICE TO THE BUYER: Do not sign this contract before you read it. When you sign this contract, you are entitled to a copy of it that is filled in, in every necessary respect. You should keep it. This contract is covered by Hawaii's credit sale law, and you have the rights of a buyer under that law. You also may have rights under other state and federal laws.

CREDIT SALE CONTRACT

(Print your name and address here.)

Customer Name (and trade name, if applicable) _____
Address _____

Signature _____
Title _____
Date _____

Customer Name (and trade name, if applicable) _____
Address _____

Signature _____
Title _____
Date _____

AEKO KULA, INC. dba ALOHA AIR CARGO

By _____
Name _____
Its _____