

**Commercial Charge Account Application**

Date: \_\_\_\_\_

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

1. Complete both forms, print one (1) copy of each, sign, and date.
2. Provide audited Financial Statements from your most current year end.
3. Provide W-9
4. Mail all four (4) documents to:  
Aloha Air Cargo  
Attn Finance  
P.O. Box 30910  
Honolulu, HI 96820



**Firm Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**dba:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_ **Website:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Type of Organization:** \_\_\_\_\_ **Line of Business:** \_\_\_\_\_  
(Corporation, Partnership, Sole Proprietorship)

**Fed Tax ID:** \_\_\_\_\_ **Duns #** \_\_\_\_\_ **Years in Business:** \_\_\_\_\_

**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 LLC 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, LLC 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, LLC 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, contact our Accounts Receivable Department. 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 contact us, but doing so will not preserve your rights.

In your communications to us, 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 Request**

We must acknowledge your request 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 request, 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**. 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, LLC 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, LLC dba Aloha Air Cargo, P.O. Box 30910, Honolulu, HI, 96820.

**Charges:** If your application for an Aeko Kula, LLC 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 for 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, LLC dba Aloha Air Cargo at the mailing address of: PO Box 846892, Los Angeles, CA 90084-6892.

**Billing Invoices:** We will invoice you at regular intervals. Your invoice will consist of 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, LLC dba Aloha Air Cargo may set off against monies due it from Applicant or any affiliate any monies owed by Aeko Kula, LLC dba Aloha Air Cargo to Applicant or any affiliate. Applicant agrees that he/she will not set off against any amounts due Aeko Kula, LLC dba Aloha Air Cargo or claimed to be due to Applicant from Aeko Kula, LLC dba Aloha Air Cargo.

**Changes in Your Information:** Applicant agrees to notify Aeko Kula, LLC dba Aloha Air Cargo promptly in writing of any substantive changes in the account 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. If you choose to cancel your account you are required to submit notice in writing to 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, LLC 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, LLC dba ALOHA AIR CARGO

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_