



FOUNDED 1887

www.kcsouthern.com

Credit Application, Terms & Conditions

Customer herein applies for the extension of credit regarding payment for services provided by KCSR. Prior to the establishment of credit, any and all moves will be done on a cash basis.

Customer agrees:

A) That the extension of authorized credit terms is at the discretion of KCSR. Failure to comply with the terms and conditions found herein may constitute suspension of credit or the requirement of a security deposit, surety bond or other form of insurance.

B) Freight charges shall be paid within **15 DAYS** from invoice date. If Customer has requested KCSR to suppress mailing freight bills and customer will pay freight charges from its own records, credit terms are 15 days from waybill date. Accessorial charges (eg demurrage, switching, weighing) are due within **30 DAYS** from invoice date. Payment shall be deemed to have been made upon receipt of funds in KCSR's bank.

C) All past due items will accrue late payment charges in the amount of 18% per annum (1.5% per month), or the highest permissible lawful rate unless the amount is under specific, legitimate dispute between KCSR and Customer.

D) That if payment is not made and received in accordance with the documented credit terms, KCSR is specifically authorized to pursue all legal collection remedies. Any costs incurred in the process of collecting past due indebtedness will be the responsibility of the party owing said amount.

E) That any account shall be paid in full in accordance with the authorized credit terms extended and no deductions (by way of contra accounts or other off-sets regarding claims against KCSR) shall be made unless specific arrangements for postponing receipt of said payment (pending investigation and action by KCSR) has been authorized by a KCSR representative. In the absence of such arrangements (prior to the normal due date, "within credit terms"), the presumption will be that items billed and booked are correct.

F) To be responsible for all freight and miscellaneous/sundry items charged to its account in accordance with information reflected on waybills. Any dispute between consignor(s) (shipper) or consignee (receiver) as to payment of these charges is to be settled between them.

G) That in all respects, transactions are subject to KCSR's published rates, terms and conditions as provided in, but not limited to, [KCS Tariff 9011/9012](#) and [KCS Accessorial Charges](#).

H) That payment will be received in accordance with Customer's authorized credit terms even if Customer uses a third party payables operation. No relief or additional days will be granted to Customer that out-sources its accounts payable. Any and all issues arising will be resolved between Customer and its Accounts Payable agent.

- I) That KCSR is entitled to obtain information from any legitimate source in support of this application.
- J) That Customer will receive and process (preferred method) invoices by electronic means (eg, pdf, EDI, etc).
- K) That Customer will provide remittance detail to KCSR when sending payment. Due to security reasons, KCSR is not able to retrieve remittance detail from websites.
- L) That any changes modifications or alterations to this application for credit is not permitted and shall constitute an automatic rejection at this time. Customer acknowledges that it will be required to reapply for credit.
- M) That KCSR will be paid using Electronic Funds Transfer/Automated Clearing House (EFT/ACH) in conjunction with an accompanying Corporate Trade Exchange (CTX) file (Electronic Remittance Advice), ***unless otherwise agreed. Please contact Cherre Walling (cwalling@kcsouthern.com), Senior Manager Revenue Accounting, 816.983.1377. prior to remitting payment electronically.***

FAILURE TO COMPLETE ALL REQUESTED INFORMATION WILL RESULT IN THE AUTOMATIC REJECTION OF THIS CREDIT APPLICATION.

** ALLOW 7 – 10 BUSINESS DAYS FOR PROCESSING. **

It is hereby warranted the policy above has been read and understood and that application information provided is correct. Furthermore, I represent that the applicant herein indicated has the financial ability and willingness to pay all invoices within established terms.

Printed Name & Title: _____

Signature: _____

Date: _____

EXECUTE & RETURN TO: **Kansas City Southern Railway**
Brian Duckworth - Senior Manager Freight Collections
PO Box 219335
Kansas City, Missouri 54121-9335
FAX: 816.983.1628
EM: B.Duckworth@KCSouthern.com

Credit Application/Information

Full Business Name:	
Commodity to be shipped:	
Credit Amount Requested:	

HEADQUARTERS ADDRESS

Street:		County:	
City:	State/Province:	ZIP:	
Telephone:	Fax:		
Website:			
State of Incorporation:		Year:	

Which of the following invoice methods will you be using?

E-Mail * EDI (Preferred)

** If you intend to receive freight invoices by EDI, please contact the KCS eCommerce Group at: 888.696.2382 or kcsecommerce@kcsouthern.com*

Accounts Payable Contact:			
Street:		County:	
City:	State/Province:	ZIP:	
Telephone:	Fax:		
Email #1:	Email #2:		

TRADE REFERENCES

Name of <i>First</i> Reference:			
Address (Street or PO Box):			
City:	State:	Country:	Zip:
Tel:	Fax:	Email:	

Name of <i>Second</i> Reference:			
Address (Street or PO Box):			
City:	State:	Country:	Zip:
Tel:	Fax:	Email:	

Name of <i>Third</i> Reference:			
Address (Street or PO Box):			
City:	State:	Country:	Zip:
Tel:	Fax:	Email:	

BANK REFERENCE

Name:		City:	
Name of Contact:		Title:	
Telephone:		Fax:	
Email:			