



Blood Sweat & Tears LLC  
DBA Windward Logistics  
5000 Estate Enighed PMB 150  
St John USVI 00830  
787-433-3456 / 787-433-6547

## Windward Logistics New Account

Legal Business Name: \_\_\_\_\_

Tradename / DBA: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Accounts Payable Phone Number: \_\_\_\_\_

Where would you like invoices and statements emailed to:

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### Terms and Conditions

Parties herby agree that all purchases made are subject to the following terms and conditions:

1. The undersigned Purchaser herby agrees that all amounts due for goods, services, freight,, customs and excise clearance purchased by Blood Sweat and Tears LLC, DBA Windward Logistics (WL) are payable at the address shown on the invoice and statement. In the event of any change in Purchaser name, location, authorized agents or ownership, WL must be notified in writing. Any change may require a new account and credit application. Failure to do so will result in prior owners remaining jointly and severally liable for any new ownership or unauthroized debts. Purchaser and Guarantor agree to supplement credit information upon request.
2. All WL accounts are due upon receipt unless otherwise arranged with management and the accounting department. If any amount due to WL is not paid in accordance with the credit terms extended by WL, a delinquency charge in the amount of 1.5% percent per month, or any higher as permitted by law, on the unpaid balance, shall be added to the total amount due. Additionally, any attorneys' fees and costs, including but not limited to costs and fees of in-house counsel or outside counsel, incurred in connection with the efforts to collect any sums due shall be added to the total amount due. Any attorneys' fees and costs shall include costs and attorneys fees pre-litigation, at the trial level, on appeal, or in any bankruptcy or otherproceeding. Purchaser agrees and aknowledges that any delay by WL in demanding payment or its acceptance of any partial payment shall not be deemed a waiver of any of WL rights.
3. In the event that a guarantee is executed, then all so executing shall be jointly and severally liable with each other and the Purchaser and relevant words herein shall be read as if referring to both the Purchaser and the Guarantor(s) in the plural.

4. The parties hereby acknowledge that the goods, services, freight, customs and excise clearance purchased by WL are not payable in installments but are payable in full as stated herein.
5. If purchase or payment is permitted to be made by credit card (requires separate authorization and form), Purchase/cardholder waives all right to dispute or protest any and all such charges with its credit card company or bank. Charges, once made, are final and may only be disputed directly with WL.
6. Unless otherwise agreed in writing, upon closure of account, payment of all outstanding balances is due within seventy-two (72) hours.

**Payment Terms**

The undersigned hereby agrees that payment terms are as specified on invoice unless otherwise agreed by the parties and memorialized in writing.

\_\_\_\_\_  
 Officer, Owner or Partner (Signature / Date)

\_\_\_\_\_  
 Type or Print Name

\_\_\_\_\_  
 Sales Representative (Signature / Date)

\_\_\_\_\_  
 Type or Print

**Individual Personal Guarantee required for credit terms**

I, \_\_\_\_\_ (type or print name), residing at \_\_\_\_\_  
 for and in consideration of your extending credit at my request to \_\_\_\_\_  
 (Name of Company/Purchaser) of which I agree to bind myself to pay on demand any sum which  
 may become due to WL, by the purchaser whenever the purchaser shall fail to pay the same. It is  
 understood that this guarantee shall be continuing and irrevocable indemnity for such indebtedness  
 of the purchaser. I do hereby waive notice of default, non payment and notice thereof and consent  
 to any modification or renewal of the credit agreement hereby guaranteed and to all renewals of  
 extension of credit. This guarantee extends to all obligations of purchaser, including but not limited  
 to, purchaser's obligation to pay service charges and potentially treble damages, attorneys fees and  
 costs associated with any collection activities (either referral to a collection company or attorney)

\_\_\_\_\_  
 Guarantor's Signature (Date)

\_\_\_\_\_  
 Witness Signature (Date)