



FLI, Inc.

12980 Metcalf, Suite 240 • Overland Park, KS 66213

Kansas City Corporate Office (913)851-2247
Fax: (913)851-0947

June 19, 2009

Dear valued customer:

FLI, Inc., a subsidiary of Scotwood Industries, Inc., is a rapidly growing transportation solutions company based in Overland Park, KS. Scotwood is a leader in the ice melt and calcium chloride industry and operates over twenty production facilities nationwide. Along with a growing customer base, FLI, Inc. has managed Scotwood's shipping and distribution for several years.

You can also take advantage of our transportation and logistics solutions:

Managed Services

- LTL
- Volume LTL
- Guaranteed and Expedited
- Truckload
- International
- Intermodal
- Web-based Transportation Management System (TMS)
- Web-based small package audit system
- Freight invoice pre-audit and post-audit

Customer Service

- An account manager and customer service manager will be associated with your company; they will learn your transportation requirements and ensure they are fulfilled – personalized service!
- Every shipment is traced every day; shipment status is available via our Web-based TMS.

Freight Bill Audit

- Every invoice is audited to verify that charges are correct and that you pay for only those services that were approved and performed.

Transportation Savings

- Our customers have realized a bottom line savings of 10% to 30% of their current transportation costs.
- Carrier pricing programs are frozen for one year, making your costs predictable.

Contract

- We will not confuse you with legal terms and conditions.
- Our Customer Agreement simply defines our business relationship, the services we provide to you and the associated cost of doing so.

Next Steps

We need the following information to begin the process:

- Credit application
- Letter authorizing FLI, Inc. to act on your behalf with freight service providers - price negotiation, dispute resolution, freight payment.
- Historical freight data; 30 days or more, listing origin, destination, pieces, weight and freight descriptions; preferably in electronic format (e.g. Excel).
- Any special requirements or services that would affect handling your freight (lift gate deliveries, etc.).

FLI, Inc. was developed by people with an extensive and varied background in the freight industry. Our knowledge and understanding of carriers and their individual strengths and weaknesses is a real benefit to you. You will experience improved service levels and increased flexibility, all at a reduced cost. Small or large, it doesn't make a difference – you can still take advantage of our services.

Sincerely,

Lance Turner
Director of Sales and Operations
FLI, Inc.



FLI, Inc.

12980 Metcalf, Suite 240 • Overland Park, KS 66213

Kansas City Corporate Office (913)851-2247
Fax: (913)851-3377

CREDIT APPLICATION

Business Name: _____ (“Customer”)
Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ Fax number () _____
Accts. Payable Contact _____ Accts. Payable Phone: () _____
Yrs. In Business: _____ at Location: _____
Requested Credit Limit \$ _____

FLI Contact: _____
Type of Business: _____ Corporation: (State: _____) _____ Partnership _____ Proprietorship _____
Principals of Business: (Pres./Vice Pres.; all partners; all owners)
Name Home Address Position

BANK REFERENCE: CHECKING ACCOUNT

Bank Name: _____ Bank Officer: _____
Address: _____ Phone: () _____
Approx. Balance: _____ Account No.: _____

BANK REFERENCE: LENDING

Bank Name: _____ Bank Officer: _____
Address: _____ Phone: () _____
Approx. Loan Balance: \$ _____ Monthly Payment: \$ _____
Loan Secured: Yes _____ No _____ Collateral: _____

CREDIT REFERENCES:

Years. Credit Exist: _____
1. _____ Maximum Credit Line: \$ _____
Address: _____
Phone #: () _____ Fax #: () _____ Contact: _____

Years. Credit Exist: _____

2. _____ Maximum Credit Line: \$ _____

Address: _____

Phone #: () _____ Fax #: () _____ Contact: _____

Years. Credit Exist: _____

3. _____ Maximum Credit Line: \$ _____

Address: _____

Phone #: () _____ Fax #: () _____ Contact: _____

Please attach a copy of the last annual Balance Sheet and Profit/Loss Statement. The undersigned, individually and in his/her capacity as an officer/partner of Customer (if applicable) hereby acknowledges that the foregoing credit information is true and accurate and acknowledges that FLI is relying upon such information in its decision to extend credit to Customer. The undersigned further acknowledges that neither that person, as an individual, nor Customer have ever filed bankruptcy and have not been refused credit within the last 48 months. If either has been refused credit or has filed bankruptcy, that information is contained above. Customer hereby authorizes the release of credit information as required or needed by FLI.

NOTICE OF TERMS OF SALE

Invoices are due in full, thirty (30) days from date of invoice. After such thirty (30) days, invoices shall bear interest on outstanding balance at 18% per annum. Payments shall be applied against oldest invoice outstanding. If an attorney or collection agency is retained to collect any balance due, Customer agrees to pay attorney fees equal to 25% of the outstanding balance and agrees that such 25% is fair and reasonable.

Under no circumstances shall FLI be liable for any consequential, special, or incidental damages and Customer's sole remedy or right of recovery for any action or omission by FLI or any breach by FLI of the terms hereof shall be the recovery of any sums actually paid to FLI as to any invoice, product or order upon which Customer is specifically making claim. Customer acknowledges that it may not make claim against FLI for any lost profits or sales, expenses, damages, or otherwise, and its sole right of recovery against FLI, directly or indirectly, is the aforementioned amounts actually paid FLI for which claim is being made. If any claim by Customer relates to an invoice which has not been paid for, Customer shall not be entitled to make any claim for damages, injury, expense or the like, it being clearly understood by Customer that payment of its obligations to FLI is a condition precedent to any claim it might otherwise make against FLI.

This Agreement shall be construed and interpreted according to the laws of the State of Kansas, U.S.A. Customer hereby submits itself to the jurisdiction of the State of Kansas and agrees that, for the purposes of any action brought by Customer under this Agreement, the exclusive venue for any claims shall be brought in the District Court of Johnson County, Kansas. FLI may, pursuant hereto, bring any action hereunder or any claim for money due in the aforementioned District Court of Johnson County, Kansas, or at its sole option, may bring any action in any other court of competent jurisdiction. If FLI should file the action other than in the District Court of Johnson County, Kansas, the terms hereof shall not prohibit Customer from asserting any compulsory counterclaim in such jurisdiction outside of Kansas.

DATE

PRINTED NAME & TITLE

COMPANY NAME

SIGNATURE



Date:

Bill of Lading – Short Form – Not Negotiable

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Ship From		Bill of Lading No:
		Customer PO:
Name: Address: City/State/Zip: Phone:		
Ship To		Carrier Name:
Name: Address: City/State/Zip: Phone:		Trailer number: Serial number(s):
Third Party Freight Charges Bill to:		SCAC:
Name: _____ C/O FLI, INC. Address: 12980 Metcalf Ave, Suite 240 City/State/Zip: Overland Park, KS 66213		Pro Number:
Special Instructions:		Freight Charge Terms: (Freight charges are 3 rd party unless marked otherwise)
		Prepaid: <input checked="" type="checkbox"/> Collect: _____ 3rd Party: xxx <input type="checkbox"/> (check box): Master bill of lading with attached underlying bills of lading.

Carrier Information

Handling Unit	Package					Commodity Description	LTL Only	
	Qty	Type	Weight	HM (X)	NMFC Item		Class	
	Qty	Type	Weight	HM (X)	Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC item 360			

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____"

COD Amount: \$ _____

Fee terms: Collect , Prepaid __, Customer check acceptable __

Note Liability limitation for loss or damage in this shipment may be applicable. See 49 USC § 14706(c) (1) (A) and (B).

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of and all other lawful charges.
Shipper Signature _____

Shipper Signature/Date

This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.

Trailer Loaded:

By shipper
 By driver

Freight Counted:

By shipper
 By driver/pallets said to contain
 By driver/pieces

Carrier Signature/Pickup Date

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. **Property described above is received in good order, except as noted.**