



## CREDIT APPLICATION

CONTACT INFORMATION			SHIPPING INFORMATION		
NAME			NAME		
COMPANY NAME			COMPANY NAME		
DBA			ADDRESS		
ADDRESS					
CITY/STATE/ZIP			CITY/STATE/ZIP		
PHONE			PHONE		
FAX			FAX		
CREDIT AMOUNT REQUEST					
INITIAL CREDIT LINE REQUESTED			ESTIMATED INITIAL ORDER AMOUNT		
GENERAL COMPANY INFORMATION					
FEDERAL TAX ID NUMBER			RESALE NUMBER		
IN BUSINESS SINCE			DATE OF INCORPORATION		
LEGAL STRUCTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR			STATE OF ORGANIZATION		
<input type="checkbox"/> NON-PROFIT <input type="checkbox"/> LLC <input type="checkbox"/> LLP			STATE IDENTIFICATION #		
PRINCIPLE OFFICER (#1)			PRINCIPLE OFFICER (#2)		
TITLE			TITLE		
RESIDENCE ADDRESS			RESIDENCE ADDRESS		
CITY/STATE/ZIP			CITY/STATE/ZIP		
PHONE			PHONE		
FAX			FAX		
BANK REFERENCES					
BANK NAME (#1)			BANK NAME (#2)		
BANK ACCT #/TYPE			BANK ACCT #/TYPE		
BANK ADDRESS			BANK ADDRESS		
BANK CITY/STATE/ZIP			BANK CITY/STATE/ZIP		
BANK CONTACT			BANK CONTACT		
BANK PHONE			BANK PHONE		
TRADE REFERENCES					
COMPANY	CONTACT	STREET	CITY	STATE	PHONE
1.					
2.					
3.					
PERSONS AUTHORIZED TO ORDER AND /OR PICK-UP EQUIPMENT					
1.			2.		
3.			4.		
DO YOU REQUIRE PURCHASE ORDERS: <input type="checkbox"/> YES <input type="checkbox"/> NO		CALIFORNIA RESALE #	HAVE YOU EVER DECLARED BANKRUPTCY? (IF YES, EXPLAIN):		
SIGNATURE & AUTHORIZATION			PERSONAL GUARANTEE		
AS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT, I / APPLICANT AGREE TO BE BOUND BY THE TERMS SET FORTH ON THIS PAGE AND THE OTHER PAGES OF THE CREDIT APPLICATION. FURTHER, I / APPLICANT AUTHORIZE BAND PRO FILM AND DIGITAL INC. TO OBTAIN SUCH CREDIT INFORMATION AS IS DEEMED NECESSARY, INCLUDING BANK AND TRADE REFERENCES ON PRINCIPALS OF APPLICANT, TO PROCESS THIS REQUEST FOR CREDIT.			THE UNDERSIGNED GUARANTEES PAYMENT ON BEHALF OF THE CREDIT APPLICANT FOR ALL PAYMENTS DUE TO BAND PRO FILM AND DIGITAL INC. THE UNDERSIGNED ALSO AGREES TO PAY ANY AND ALL COLLECTION & LEGAL FEES INCURRED BY BAND PRO FILM AND DIGITAL INC. IN THE EVENT THAT THIS ACCOUNT BECOMES DELINQUENT. THIS SHALL APPLY TO ANY AND ALL PURCHASES MADE PURSUANT TO CREDIT, EXTENDED IN ACCORDANCE WITH THE REQUEST MADE IN THIS APPLICATION.		
SIGNATURE			DATE		
PRINT NAME			TITLE		

# BAND PRO FILM AND DIGITAL INC. CREDIT TERMS AND CONDITIONS

ANY AND ALL SALES OF MERCHANDISE TO BUYER / BUYER SHALL BE SUBJECT OF THE FOLLOWING TERMS AND CONDITIONS:

**PAYMENT TERMS:** Payment Terms are displayed on each invoice. If payment is made after the due date, Band Pro Film and Digital Inc., its affiliates, successors, subsidiaries and assigns (Band Pro) may impose a monthly finance charge at a rate equal to 1-1/2% of the unpaid balance of the invoice price per month, commencing from the due date. Band Pro Film and Digital Inc. shall also be entitled to its cost of collection, including reasonable attorney's fees. Acceptance of such finance charge by Band Pro Film and Digital Inc. shall not constitute a waiver of any rights Band Pro Film and Digital Inc. may have against Buyer.

**TAXES:** Buyer agrees to pay all federal, state, city and local use sales, excise, receipts, and similar taxes applicable to sale or use of the merchandise sold to Buyer. Upon request, Buyer shall provide Band Pro Film and Digital Inc. a copy of their resale certificate.

**DELIVERY:** Terms are FOB point of shipment unless otherwise noted. Notwithstanding the foregoing, when any method of shipment other than Band Pro Film and Digital Inc.'s regular method is used at the request of the Buyer (e.g. drop shipments, parcel post, express and air shipments), all freight charges shall be paid by Buyer. Special handling charges by carrier shall be paid by Buyer.

**DELAYS:** Band Pro Film and Digital Inc. will not be liable for any delay in the performance of orders received from Buyer, or in the delivery of shipment of merchandise, or for any damages suffered by the Buyer by the reason of such delay.

**DELAY IN PAYMENT:** In the event of any default or delay in payment of Buyer's obligations under any Band Pro Film and Digital Inc. invoice or in the payment of any obligations under the agreements with Band Pro Film and Digital Inc., or whenever in the judgment of Band Pro Film and Digital Inc. Buyer may be unwilling or unable to make timely payment to Band Pro Film and Digital Inc., or if Band Pro Film and Digital Inc. in good faith believes that the prospect of payment or performance by Buyer is impaired, and then all obligations incurred by Buyer may, at the option of Band Pro Film and Digital Inc., become immediately due and payable. Failure by Band Pro Film and Digital Inc. to assert this right will not be a waiver thereof.

**BAND PRO FILM AND DIGITAL INC.'S SECURITY INTEREST:** As security for the prompt payment and performance of all indebtedness and any other liabilities or obligations of the Buyer to Band Pro Film and Digital Inc., direct or indirect, absolute or contingent, whether now or hereafter arising, regardless of the form of such indebtedness, together with interest thereon and any renewals or extensions thereof, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter incurred, together with any costs and expenses of enforcement and attorneys' fees and cost and expenses related to any of the foregoing, Buyer hereby grants to Band Pro Film and Digital Inc. a continuing security interest in all of the following personal property:

All Buyer's inventory and other goods, manufactures, distributed, consigned or sold by trademark Band Pro Film and Digital Inc., wherever located, now owned, held or hereafter acquired, and all proceeds therefrom.

Buyer hereby authorizes Band Pro Film and Digital Inc. to prepare and/or add additional information as it becomes available, or otherwise transmit any and all records, including but not limited to writings or other written documents, if applicable, which Secured Party in its sole discretion shall deem necessary to create and perfect a security interest consistent with this grant of security interest or with any future grant of security interest authenticated by Buyer. Buyer understands and agrees that by executing this agreement, Buyer has hereby authenticated (as that term is defined in the applicable commercial code) this agreement as a record and authorizes Band Pro Film and Digital Inc., to (1) prepare and file such record(s) without the signature of Buyer, (2) file such financing statement of writing bearing any general, generic or super generic description of the Collateral authorized by the applicable code and (3) to file any future records which shall hereby be deemed authenticated (as defined in the applicable commercial code) by Buyer. In the event Band Pro Film and Digital Inc. wishes to file a financing statement to perfect its security interest in the merchandise, Buyer hereby appoints Band Pro Film and Digital Inc. or an officer thereof selected by Band Pro Film and Digital Inc. as Buyer's agent and attorney-in-fact, and hereby authorizes Band Pro Film and Digital Inc. or its officers to execute on Buyer's behalf, a financing statement covering the merchandise in question and any other documents required to perfect Band Pro Film and Digital Inc.'s security interest therein. This power of attorney shall be automatically revoked upon full payment to Band Pro Film and Digital Inc. of all sums due from Buyer to Band Pro Film and Digital Inc.

**CLAIMS; ACCEPTANCE BY BUYER:** Buyer shall be deemed to have waived its right to reject, or revoke the acceptance of, the merchandise delivered by Band Pro Film and Digital Inc. if Buyer fails within five (5) business days from the date of receipt of the merchandise, to notify Band Pro Film and Digital Inc., Customer Service, in writing that the merchandise and quantities thereof listed on the invoice were not ordered by the Buyer.

**LIMITED WARRANTY:** Band Pro Film and Digital Inc. makes no express warranties and disclaims any and all implied warranties, including but not limited to the implied warranties of merchantability and fitness for the particular purpose, with respect to product it does not manufacture. Any and all transferable manufacturer's warranties for the merchandise will be transferred by Band Pro Film and Digital Inc. to Buyer, provided that such transfer is without liability on Band Pro Film and Digital Inc.'s part.

In lieu of any and all other warranties, including the implied warranties of merchantability and fitness for a particular purpose, each of which are expressly disclaimed, Band Pro Film and Digital Inc. warrants that merchandise manufacturer by Band Pro Film and Digital Inc. shall be free of defects in material and workmanship for a period of ninety (90) days after transfer of the merchandise to Buyer. Buyer shall not be permitted to extend the Band Pro Film and Digital Inc. warranty contained herein to any person on Band Pro Film and Digital Inc.'s behalf, and Band Pro Film and Digital Inc. assumes no obligation or liability, and authorizes no other person to assume for it any obligation to Buyer contained herein.

**CONTROLLING PROVISIONS:** The terms and conditions contained herein shall supersede any provisions, terms and conditions contained of any confirmation order, purchase order or any other writing the Buyer may give, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions thereof. No agent, salesman or any other person has any authority to obligate Band Pro Film and Digital Inc. with regard to any terms or conditions not contained herein. No terms and conditions contained herein may be modified, changes or amended, or any provision waived by Band Pro Film and Digital Inc., unless in writing duly signed by authorization officer of Band Pro Film and Digital Inc. Any terms and conditions not contained herein, whether contained on any confirmation order, purchase order, or any other writing the Buyer may give, unless agreed to in writing signed by an authorized officer of Band Pro Film and Digital Inc., shall be deemed to be void and no force and effect. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to choice of law principles of that or any other jurisdiction.

**CANCELLATION:** Any order once placed with an accepted by Band Pro Film and Digital Inc. can be canceled only with Band Pro Film and Digital Inc.'s written consent. Band Pro Film and Digital Inc. may elect to cancel any order or portion thereof, although previously accepted by Band Pro Film and Digital Inc. without any liability to Buyer.

**RETURNED MERCHANDISE:** Any returns will only be accepted in keeping with Band Pro Film and Digital Inc. return policies.

**BAND PRO FILM AND DIGITAL INC. POLICIES AND PROCEDURES:** Buyer acknowledges and agrees that all sales of merchandise hereunder are subject to the then current and applicable policies and procedures set forth in Band Pro Film and Digital Inc.'s Policies and Procedures Guide, including without limitation, Band Pro Film and Digital Inc.'s policies respect to return and credits for returned merchandise.

## PLEASE READ AND SIGN TERMS & CONDITIONS

SIGNATURE

DATE

PAGE 2 OF 2 (SEE REVERSE)