

Credit Application/Account Agreement

Bill to

Legal Name		DBA
Address		
Phone	Fax	
Website	Email	

Ship to

Legal Name		DBA
Address		
Phone	Fax	
Website	Email	

Type of Business _____ Number of Employees _____

Business is: Proprietorship Partnership Corporation State Federal ID Number _____

Date Business was Started _____ Date of Incorporation _____ State Tax Exempt? Yes No Resale Number _____

Owners/Partners/Corporate Officers

Name	Title/Social Security Number	Residence Address

References (please give complete information)

Bank Reference	Bank Name	City/State
Phone Number	Checking Account Number	Loan Officer

Trade Reference #1	City/State	Phone #	ACCT #
Trade Reference #2			
Trade Reference #3			

The undersigned Authorizing Officer has read, understood and does hereby accept all TERMS AND CONDITIONS outlined on the reverse side hereof. If either a credit or C.O.D. account is opened, the said TERMS AND CONDITIONS shall be binding.

 Signature of Owner, Partner or Officer Printed/Typewritten Name and Title Date

Section below must be completed if applicant is a proprietorship, partnership, or corporation less than 3 years in business.
 The undersigned Individual Guarantor has read, understood and does hereby accept all TERMS AND CONDITIONS outlined on the reverse side hereof. If either a credit or C.O.D. account is opened, the said TERMS AND CONDITIONS shall be binding.

 Signature of Guarantor Date

 Printed/Typewritten Name of Guarantor Social Security Number Home Address

TERMS AND CONDITIONS: The proprietorship, partnership or corporation ("Client") and each individual guarantor ("Guarantor") entering this Credit Application - Account Agreement (or opening a C.O.D. account) (both hereinafter referred to as the "Agreement") with CDI Media do hereby agree with CDI Media as follows:

1. **DEFINITIONS:** Except where otherwise expressly stated in this Agreement, all terms herein employed shall have the same definition as set forth in the Uniform Commercial Code as adapted and presently effective in the State of Utah.
2. **AGREEMENT BETWEEN MERCHANTS:** This Agreement shall be deemed an agreement between merchants as that term is defined by the Uniform Commercial Code of the State of Utah.
3. **PURCHASE ORDERS:** Client agrees to provide a written purchase order for each order. All purchase orders will have Bill to / Ship to information, order date, due date / shipping date, cancellation date, description of product or service, quantity, unit price, extended totals, grand total for order, and an authorized signature. Receipt of a purchase order by CDI is not acceptance thereof nor is CDI bound to perform under any of the terms thereof. CDI shall not be bound until the purchase order is accepted in writing by CDI.
4. **CANCELLATION OR ALTERATION OF PURCHASE ORDER:** Any cancellation or alteration must be delivered to CDI in writing. Client agrees that if a purchase order is canceled, Client shall accept delivery of, and pay for, all work done by CDI until notified of the said cancellation. Client also agrees that if an alteration changes the price of an original purchase order, purchase order totals may be changed to conform to the altered price.
5. **DELIVERY AND FREIGHT:** All prices are F.O.B. Salt Lake City. Freight charges will be added to invoice totals. Delivery by CDI to carrier shall constitute delivery to Client.
6. **PAYMENT TERMS:** Unless otherwise agreed in writing, all amounts due to CDI by Client are payable in full upon receipt of an invoice from CDI. CDI declines any Client payment terms included in Clients purchase order. CDI specifically declines Client agent relationships and payments to CDI will not be contingent on Client's receipt of payment. All payments made pursuant to this Agreement and any invoices hereunder shall be made to:
CDI MEDIA
2323 South 3600 West
Salt Lake City, Utah 84119-1125
7. **FINANCE CHARGES:** Client agrees to pay according to the terms of this Agreement and each invoice. Finance charges of 1 1/2% per month, 18% per annum (A.P.R.) may be charged on any invoice or fraction of it remaining unpaid after the due date specified on the invoice.
8. **CREDIT LINE:** Client agrees not to exceed their approved credit line. Orders and charges in excess of the credit line will be handled on a C.O.D. basis.
9. **LIEN AND SECURITY INTEREST:** CDI shall have a lien on, and Client grants CDI a security interest in, all products ordered by the Client, including Client's master tapes and all other items furnished by Client to CDI, until all obligations of the Client to CDI are paid in full. Client grants to CDI the right to make and sell copies from Client's masters, or to sell any manufactured product and convert the same to cash, if default is not cured within 90 days of CDI's notification to Client of default.
10. **LIABILITY:** CDI's liability is solely limited to replacement of defectively manufactured product. CDI shall not be liable for any other claims, including, but not limited to: Damage or loss of Client master tapes, art work or text (Client is responsible for retaining an original copy of any and all materials delivered to CDI by the Client); loss, damage, or shortages attributable to a commercial shipper; inclusion or exclusion of audio/video material; any defect attributable to Client's audio or video master; incorrect or inaccurate text; or, where PMS colors were not specified by the Client; defects associated with the use of Client's equipment; claims of damage or repairs to any electronic equipment; loss of business revenue or profit; interruption of business; or, costs incurred by a Client without CDI's prior written approval.
11. **RISK OF LOSS:** Risk or loss, injury, or destruction of the goods shall be borne by Client, and any such loss, injury, or destruction shall not release Client from any obligation under this Agreement. In the event a shipment or any part of it is received in damaged condition, the Client is responsible for filing a claim with the carrier.
12. **SHORTAGES/NONCONFORMING GOODS:** Claims for shortages that are not attributable to a carrier, or for nonconforming goods, are to be reported in writing to CDI's customer care department within 30 days after receipt of shipment or the claim will not be allowed and Client will be deemed to have waived such claim.
13. **DEFECTIVE MANUFACTURED PRODUCTS:** CDI warrants its products to be free of manufacturing defects. CDI will not be liable for any other defects or damages, including but not limited to, product damaged in a Client's machine, by a carrier, or by the Client in any form or fashion. Any product alleged to have been defectively manufactured shall be returned to CDI within a reasonable time after the discovery of the defect, and CDI shall review and analyze the returned product to decide the actual defects and the cause of it. CDI shall not be responsible for any returns that have not been defectively manufactured, and Client shall be responsible for obtaining the return of such product from CDI. In cases where the product has been defectively manufactured, CDI will, at its sole discretion, either issue a credit for the product and the original freight charge, or remanufacture the product and ship it to Client, with freight prepaid, using the same shipping method as used with the original order. Although Client may offer its customers a guaranteed sales program, or an option to return product for any reason or at any time, such offers are the sole responsibility of the Client. Client shall be solely responsible for all products returned under such offers or programs, except product determined by CDI to be defectively manufactured under the above provisions.
14. **WARRANTIES OF MATERIALS:** The terms "materials" as used herein shall include, without limitation, optical media, all video tapes, audio tapes, whether master tapes or duplicates, art work, all other film, whether negatives or positives, originals or intermediates, prints or separations, scripts, scores, and all sound tracks. Client warrants that it is the sole owner and/or has the right to possession and use of all materials delivered to CDI by or on behalf of Client. Client further expressly warrants that the materials delivered to CDI for duplication do not in any way libel, slander, defame, violate or invade the right of privacy of any person. Client further warrants that his use of the material and his delivery of it to CDI for duplication do not infringe any copyright, patent, trademark or other proprietary right of any person, firm, or corporation. Client also expressly warrants that the materials delivered to CDI are not obscene, and do not violate state or federal laws. CDI shall be under no obligation to inspect any materials delivered to it by Client, nor make any inquiries regarding the same, and CDI shall be entitled to rely on all representations and warranties made by Client herein. Client shall indemnify and hold CDI harmless from all claims, liabilities, costs, attorney fees, and damages arising out of CDI's disposition, publication, use, distribution, or exhibition of Clients' materials.

15. **INDEMNIFICATION:** Client shall indemnify and hold CDI and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with the publication, processing, use, distribution, contents, or exhibition of product manufactured by CDI from Client's materials, including without limitation any liability for libel, slander, defamation, invasion of privacy, or infringement of patent, copyright, trademark, or other proprietary right. Client further agrees to pay all costs and attorney's fees incurred by counsel, selected by CDI, in defending CDI against any such alleged liability.
16. **RETURN OF MATERIALS:** CDI at its option may, or on written demand of Client shall, when all outstanding obligations of Client to CDI have been paid by Client, return Client's materials to Client at Client's expense. CDI shall have no obligation to return to Client any materials still in CDI's possession one year after the date of completion of Client's work/order.
17. **WARRANTY OF MERCHANTABILITY/EXCLUSION OF OTHER WARRANTIES:** CDI warrants that the goods manufactured for Client shall be merchantable within the meaning of the Uniform Commercial Code as adopted in the State of Utah. There are no other warranties, express or implied, including fitness for a particular use, except as specifically set forth herein.
18. **QUOTATIONS:** All written quotations provided by CDI shall be valid for thirty (30) days after submission to Client by CDI. Verbal quotations are provided as a convenience and are not binding.
19. **CLERICAL ERRORS:** Client and CDI agree that clerical errors may be corrected at any point after they are discovered.
20. **TAXES:** Client agrees to pay all applicable sales and use taxes on any products or services sold to Client by CDI.
21. **ASSIGNMENT:** CDI, at its own election, may assign its rights under the terms and conditions of this Agreement to party without notification to Client. CDI reserves the right to subcontract all or any part of the work ordered by the Client.
22. **NOTICES/NOTIFICATION:** Any notices to Client by CDI shall be deemed to have been duly given when deposited in the United States mail, postage prepaid, to Client at the address for Client shown in CDI records.
23. **SEVERABILITY:** If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element and as so modified the clause shall be binding on the parties. If the clause cannot be so modified, it shall be deleted from this Agreement. The remaining provisions of the agreement shall not be affected by the modification or deletion of any unconscionable clause.
24. **CREDIT APPROVAL:** This Agreement is not binding on CDI until accepted by CDI. Client and Guarantor do hereby waive notice of acceptance of this Agreement.
25. **AUTHORIZATION:** Client and Guarantor do hereby grant CDI authorization to obtain and/or review any consumer or commercial credit agency records, and to contact any credit references contained herein for the purpose of establishing and maintaining credit with CDI. CDI will hold all such information confidential. Client and Guarantor agree to provide such additional financial data and/or documents that CDI may reasonably feel are necessary.
26. **DEFAULT:** On default by Client, CDI shall have the option of refusing to perform further under this and any other existing agreement between the parties that CDI may elect, and CDI may rescind any agreements between the parties and hold client liable for all damages and losses occasioned thereby; or of reselling, at public or private sale, undelivered goods covered by this and any other existing agreement between the parties that CDI may elect. CDI shall not be liable to Client for the difference between (1) the agreed price of the goods, plus all expenses and charges for the account of Client specified in this Agreement and all expenses of storage and resale, and (2) the resale price of the goods.
27. **ATTORNEY FEES AND EXPENSES:** In the event of default the Client and Guarantor agree to pay any and all costs incurred by CDI arising from the breach, including attorney fees and legal costs.
28. **COMPLETE AGREEMENT/MODIFICATION:** This Agreement is the entire agreement between the parties and all negotiations, discussions, representations, and other communications between the parties are merged herein. No modification may be made hereto except in writing and signed by the parties hereto; provided, however, that CDI may modify this Agreement with either the Client or the guarantor without the signature or consent of the other party, but such modification shall not be binding on the other party, except as otherwise provided herein.
29. **RETURNED CHECKS:** For any returned check regardless of reason for return, Client agrees to pay a returned check charge of \$20.00.
30. **REVOCAION:** This Agreement shall continue in full force and effect until revoked in writing as hereinafter set forth, and shall cover all indebtedness incurred pursuant to this Agreement. Client specifically understands that the account of the Client may, from time to time, be paid in full, and a new indebtedness subsequently created, and Client specifically agrees that this Agreement shall cover all such indebtedness. This Agreement shall be in effect until ten (10) days after the receipt by CDI of a written notice, signed by an authorized officer of the Client, revoking this Agreement and such revocation shall apply only to indebtedness arising from purchase orders received by CDI after this term (10) day period.
31. **FORCE MAJEURE:** CDI shall not be liable for any delay in delivery of, or failure to deliver, any or all of the products or services ordered by Client where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of supplies from ordinary sources, fire, flood, storm, accident, any act of God, or any other cause beyond the control of CDI. Client shall not be liable for failure to take delivery of the goods purchased under this Agreement where any of the above causes prevent carrier of Client from accepting delivery on behalf of Client. But, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under this Agreement as soon as is feasible. Performance by the other party shall be suspended and excused during any such delay or failure.
32. **JURISDICTION:** This Agreement shall be governed by the laws of the State of Utah. The Federal and state courts of the State of Utah shall have the exclusive jurisdiction of all disputes arising from this Agreement.