



For Internal Use Only:

Date: _____

Application Received Date: _____

Customer Number Assigned: _____

Sales/Marketing Representative: _____

DELUXE CREDIT APPLICATION/ AGREEMENT:

Please indicate any/all of the Deluxe Companies that you will be doing business with, either now or in the near future:

Deluxe Laboratories:

Toronto: _____ Hollywood: _____

EFILM: _____

Deluxe Digital Media: _____

ETS: _____

Deluxe Digital Studios: _____

Softtiter: _____

Deluxe Post Production: _____

MediaVu: _____

Deluxe Film Rejuvenation: _____

The Lab: _____

Deluxe Film Services: _____

Deluxe London/Rome: _____

Deluxe Media Management: _____

Deluxe Other: _____

This Credit Application and Agreement is concurrent with and in addition to the Deluxe standard Terms and Conditions. This agreement must be fully completed, signed and returned to the Credit Department before your credit request will be considered. This agreement governs all sales to you for Deluxe products/services on terms and conditions as set forth by Deluxe in conjunction with any contract(s)/work that will be performed. Sales/Marketing Representatives are not authorized to amend or change the terms of sale or other terms and conditions of this agreement.

Monthly Line of Credit requested: _____

GENERAL BUSINESS INFORMATION:

LEGAL / REGISTERED NAME OF BUSINESS: _____

NAME OF PRODUCTION: _____

ADDRESS: _____

CITY: _____ **STATE/PROVINCE:** _____

ZIP/POSTAL CODE: _____ **TELEPHONE NUMBER:** _____

FAX NUMBER: _____ **HOW LONG AT THIS ADDRESS:** _____

ARE PREMISES:

RENTED: _____ **OWNED:** _____ **LEASED:** _____

WHAT AREA OF BUSINESS ARE YOU IN:

THEATRICAL _____ **TV** _____ **VIDEO** _____ **COMMERCIAL** _____
INDUSTRIAL _____ **EDUCATIONAL** _____ **NON-PROFIT** _____ **OTHER** _____

HOW LONG IN BUSINESS AS THIS COMPANY: _____

LEGAL FORM OF BUSINESS:

CORPORATION: _____ **PARTNERSHIP:** _____
PROPRIETORSHIP: _____ **HOLDING CO.:** _____

IF SUBSIDIARY, PLEASE PROVIDE NAME & ADDRESS OF PARENT COMPANY:

NAME OF GUARANTOR (IF ANY):

NAME OF DISTRIBUTOR (IF ANY):

FOR U.S. COMPANIES:

IS CORPORATION REGISTERED WITH SECRETARY OF STATE?

YES: _____ **NO:** _____ **FEDERAL TAX ID NO.:** _____

IF YES, GIVE DATE AND STATE OF INCORPORATION:

FOR ONTARIO: ARE YOU P.S.T. EXEMPT: If so, please provide certificate

OWNERSHIP DETAILS:

PRINCIPALS:

NAME: _____ **TITLE:** _____

ADDRESS: _____ **TEL:** _____

NAME: _____ **TITLE:** _____

ADDRESS: _____ **TEL:** _____

PREVIOUS EMPLOYMENT/BUSINESS & ADDRESS IF LESS THAN TWO YEARS:

HAVE ANY OF THE OWNERS OR PREVIOUS COMPANIES, NOW OR WITHIN THE LAST 7 YEARS, BEEN IN BANKRUPTCY/ C.C.A.A. PROCEEDINGS/CHAPTER 7 OR 11? IF SO, PLEASE PROVIDE DETAILS:

BANK NAME: _____ ADDRESS: _____

BANK ACCOUNT NO.: _____ TELEPHONE: _____

PRODUCTION TRADE REFERENCES, WHERE POSSIBLE:

NAME: _____ ADDRESS: _____

TELEPHONE: _____ CONTACT: _____

NAME: _____ ADDRESS: _____

TELEPHONE: _____ CONTACT: _____

NAME: _____ ADDRESS: _____

TELEPHONE: _____ CONTACT: _____

THE CREDIT APPLICANT(S) UNDERSTAND(S) AND AGREES TO THE FOLLOWING TERMS & CONDITIONS:

- Terms of sale are net 30 days on approved accounts
- A cash deposit or credit card authorization may be requested on incoming work if credit terms are not approved. When a credit card is given as security for obtaining a line of credit with Deluxe, customer agrees that the credit card *will be* used in the event that the account becomes overdue. A courtesy call will be made to the client informing them that Deluxe will be charging all past due balances to the credit card.
- All disputes on billing must be reported within 14 days of receipt of invoice
- Interest will be charged on all past due accounts at the rate of 2% per month/ 24% per year.
- Any on account payments or unapplied cash/credit notes will be used first to offset interest on the account and then will be applied to the oldest invoice(s).
- Copies of lost or misplaced invoices may be subject to a \$15.00 replacement fee
- NSF checks are subject to a \$40.00 administrative fee
- Failure to comply with these terms and conditions will result in cancellation of credit privileges without further notice
- Applicant agrees to bear all reasonable costs incurred in collecting any unpaid amounts including but not limiting to collection legal fees and court costs
- Applicant understands and agrees that Deluxe has a lien on all elements in it's possession until all outstanding amounts are paid in full and no other claim will affect our rights in this regard
- Applicant understands and agrees to Deluxe's applicable standard terms and conditions as attached

Storage charges, if applicable, will be invoiced yearly in advance at the current yearly rates, for any elements required held under an Access Letter, Pledgeholder Agreement or in the event that a client wants to store their elements long term with Deluxe.

The information given in this application/agreement is warranted to be true and correct and given for the purpose of obtaining credit from Deluxe Laboratories.

THE APPLICANT CONSENTS TO THE OBTAINING OF CREDIT AND/OR PERSONAL INFORMATION AS MAY BE REQUIRED IN CONNECTION WITH THE CREDIT LINE WHICH MAY BE EXTENDED BY DELUXE AND ANY RENEWAL OR EXTENSION THEREOF AND TO THE DISCLOSURE OF ANY TRADE INFORMATION CONCERNING THE APPLICANT TO ANY CREDIT REPORTING AGENCY OR TO ANY PERSON WITH WHOM THE APPLICANT HAS OR PROPOSES TO HAVE FINANCIAL RELATIONS.

WE UNDERSTAND THAT DELUXE WILL MAKE EVERY REASONABLE EFFORT TO AVOID LOSS OR DAMAGE TO OUR MATERIALS, BUT THEIR LIABILITY IS LIMITED TO THE REPLACEMENT COST OF THE ORIGINAL UNEXPOSED FILM/ELEMENT.

PLACING OUR MATERIAL WITH DELUXE ACKNOWLEDGES OUR UNDERSTANDING AND AGREEMENT WITH THE PREVAILING WORKING PRINCIPLES OF MOST PROFESSIONAL LABORATORIES: THAT DELUXE HAS THE RIGHT TO WITHHOLD OUR MATERIAL UNTIL OUR ACCOUNT IS PAID IN FULL. IF APPLICABLE, ACCESS LETTERS WILL ONLY BE SIGNED AND EXECUTED ONCE THE ACCOUNT IS PAID IN FULL AND/OR IN GOOD STANDING. A DEPOSIT MAY BE REQUIRED UPON SIGNING PLEDGEHOLDER AGREEMENTS.

Deluxe's Terms and Conditions will supersede any and all other contracts and/or documents unless expressly agreed to in writing by all Parties to the contract.

WE, SEPARATELY OR SEVERALLY, CORPORATELY OR INDIVIDUALLY, AGREE TO THE TERMS AND CONDITIONS AS SET FORTH BY THIS AGREEMENT.

SIGNED BY: Name: _____
As A Duly Authorized Agent
Title: _____

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As A Duly Authorized Agent
Title: _____