

## Terms and Conditions of Sale for Net 30

These terms and conditions ("Agreement") apply to your ("Company") purchase of displays and/or related products sold in the United States ("Product") by CineMassive Displays using Net 30 credit terms. By submitting an order, you accept and are bound to the terms and conditions of this Agreement. You may also be bound by additional terms that may be found at <http://www.cinemassivedisplays.com/terms.php>. If you do not wish to be bound by this Agreement, you must notify CineMassive Displays immediately.

1) The terms of payment are that payment is due to be received no later than thirty (30) days from the date set forth in each respective CineMassive Displays invoice. CineMassive Displays may invoice parts of an order separately. If any part of Company's account becomes past due, then the entire account shall become due and payable immediately. Upon Company's default by failing to pay CineMassive Displays when due, CineMassive Displays may pursue any remedy available at law (including all remedies available under the Uniform Commercial Code) or in equity to collect, enforce or satisfy Company's debt to CineMassive Displays.

2) In the event that any debt is not paid in accordance with the terms of any invoice between CineMassive Displays and Company ("Default"), Company shall pay to CineMassive Displays interest on the entire outstanding balance due and owing to CineMassive Displays by Company at the rate of one percent (1%) per month (12% per annum) or at the highest interest rate allowable by law, if less, said interest shall commence and accrue as of the date of the first Default and shall continue until the entire outstanding balance shall be fully paid.

3) Company agrees to pay any and all costs and expenses of collection incurred by CineMassive Displays with respect to any and all amounts due and owing to CineMassive Displays by Company, including, without limitation, reasonable attorney's fees. All payments received by CineMassive Displays shall be first applied to interest, collection costs and expenses, if any, and then to reduce any outstanding debt due and owing.

4) This Agreement shall be governed by the laws of the State of Georgia. Company agrees that all controversies arising out of, or under, this Agreement may be filed and resolved in the courts of DeKalb County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. Company agrees and consents that jurisdiction and venue are proper in these specified courts, and Company waives all defenses it may have to that jurisdiction and venue.

Order Submitted By

Name:

Signature \_\_\_\_\_ Date \_\_\_\_\_

## CREDIT APPLICATION

Date:  
**Amount of Credit Requested:**

Name of Applicant:  
(Provide full legal name)

FEIN:

### **Address of Home Office**

Street: \_\_\_\_\_

Office/Suite #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

### **Billing Address** (if different)

Street/P.O. Box: \_\_\_\_\_

Office/Suite #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

## Business Information

Type of business industry:

Applicant is a (check one):  Corporation  Partnership  LLC  Sole Proprietorship  
 Other (specify):

State of incorporation/formation:

Doing business as:

Number of years in business:

Years under present ownership:

Estimated yearly sales/profit: \$

Exemption from Sales Tax: (If any exemptions apply please attach corresponding certificate to application)

Resale  Tax Exempt Organization  Other: \_\_\_\_\_

Have you gone through bankruptcy or compromised a debt in the last seven years?

Accounts Payable Contact:

Telephone #:

Fax #:

### **Financial Institution Information**

Name Of Bank:

Phone #:

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

City: \_\_\_\_\_ State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Credit Dept Fax #:

Account No.:

Under What Name:

Contact Name/Title:

Contact Phone #: