 CREDIT APPLICATION

**In order to establish an account with Willette Acquisition Corp. Company,**

**and to acknowledge terms and conditions of sales, the undersigned**

**makes the following statements in writing intending that they be relied on:**

**GENERAL INFORMATION:**

|  |
| --- |
| **APPLICANT: (ENTER COMPLETE LEGAL COMPANY NAME)** |
|  |
| **STREET ADDRESS:** | **FEDERAL ID NUMBER:** |
|  |  |
| **CITY:** | **STATE:** | **ZIP CODE:** |
|  |  |  |
| **E-MAIL ADDRESS:** | **PHONE:** | **FAX:** |
|  |  |  |
| **MAILING ADDRESS:** | **CITY:** | **STATE:** | **ZIP CODE:** |
|  |  |  |  |

**STYLE OF ORGANIZATION:**

|  |  |  |
| --- | --- | --- |
| **\_\_ CORPORATION Incorporated Under The Laws Of The State Of: Delaware (LLC)** | **\_\_PARTNERSHIP \_\_PROPRIETOR** | **LINE OF BUSINESS: Online retail** |
| **HOW LONG IN BUSINESS: 22 years \_\_TAXABLE \_\_ NON-TAXABLE** | **Tax will be charged unless resale certificate is provided.** | **TAX EXEMPT NUMBER** |

**OWNERS, PARTNERS, OR CORPORATE OFFICERS:**

|  |  |
| --- | --- |
| **NAME & TITLE:** | **SOCIAL SECURITY NUMBER:** |
|  |  |
| **HOME ADDRESS:**  | **CITY** | **STATE:** | **ZIP CODE:** |
|  |  |  |  |
| **NAME & TITLE:** | **SOCIAL SECURITY NUMBER:** |
|  |  |
| **HOME ADDRESS:** | **CITY** | **STATE:** | **ZIP CODE:** |
|  |  |  |  |

**CREDIT REFERENCES:**

|  |  |  |
| --- | --- | --- |
| **NAME:** | **PHONE:**  | **FAX:** |
|  |  |  |
| **ADDRESS:** | **CITY** | **STATE:** | **ZIP CODE:** |
|  |  |  |  |
| **NAME:** | **PHONE:** | **FAX:** |
|  |  |  |
| **ADDRESS:** | **CITY** | **STATE:** | **ZIP CODE:** |
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| **NAME:** | **PHONE:** | **FAX:** |
|  |  |  |
| **ADDRESS:** | **CITY** | **STATE:** | **ZIP CODE:** |
|  |  |  |  |

**BANK REFERENCES:**

|  |  |  |
| --- | --- | --- |
| **BANK NAME:**  | **ACCOUNT #:**  | **CONTACT:**  |
| **ADDRESS:**  | **PHONE:**  | **FAX:**  |

**Attach a copy of your latest financial statement and return it with this completed form to Allied Vaughn.**

**CREDIT PURCHASE AGREEMENT**

Applicant authorizes Willette Acquisition Corp. Company to obtain necessary credit information at any time from any source and agrees to pay for purchases according to the credit terms on our invoice or, if none appear, according to terms of Net 30. The undersigned hereby agrees that all work performed, services rendered and material furnished shall be governed by and subject to the “terms and conditions” set forth on the reverse side hereof and incorporated by reference. Applicant warrants that all information appearing on this form is true and correct as of the date below and agrees to notify vendor in writing within 30 days of any change in style of business organization, financial condition or controlling ownership. Applicant agrees to pay a service charge of 1-1/2% per month or the maximum allowed by law, whichever is lower on any past due balances and if the account is placed for collection, agrees to pay all costs of collection, including reasonable attorney fees.

|  |
| --- |
| **APPLICANT:** |
| **SIGNATURE:**  | **TITLE:**  | **DATE:**  |

**PERSONAL GUARANTY**

In consideration of the extension of credit to the applicant named hereon, the undersigned, as individual(s) and not as corporate officers, jointly, severally and unconditionally guaranties and promises to pay all amounts now owing or which may hereinafter become owning by the applicant. This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. Vendor shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby.

|  |  |  |  |
| --- | --- | --- | --- |
| **INDIVIDUAL: David Engelhard** | **SEAL:** | **INDIVIDUAL:** | **SEAL:** |
|  |  |  |  |
| **INDIVIDUAL:** | **SEAL:** | **INDIVIDUAL:** | **SEAL:** |
|  |  |  |  |
| **Sworn To And Subscribed Before Me This \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Day Of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_** |
| **STATE OF:** | **COUNTY OF:** | **NOTARY PUBLIC:** |
|  |  |  |

**SIGNATURE REQUIRED ON LAST TWO PAGES**

**TERMS AND CONDITIONS**

LIMITATIONS OF LIABILITY

Willette Acquisition Corp. Company will do its very best to follow your instructions and deliver to you products and services that meet your quality expectations and time requirements. While we recognize that good performance is vital to maintain our reputation, we cannot and do not make any warranties, either express or implied as to the character or quality of the material or service to be furnished or provided by us. In addition, and without limitation, we shall not be liable for loss of any kind whatsoever due to delays or failure to perform caused directly or indirectly by acts of God, strikes, failure of transportation agencies, public enemy, the elements, war, insurrection, shortage of labor or material, government regulation, damage or accident to machinery or equipment, electric power failure, injury or damage to or loss of property delivered to us by the customer, or any other cause.

In consideration of our providing the product and services requested by you, you hereby agree to assume all risks and hold harmless Willette Acquisition Corp. from any and all liability, actions, claims or demands of any kind, including negligence, which may arise from or in connection with the work, labor, services, and/or materials, furnished, provided, and/or performed in your behalf.

If a product made by Willette Acquisition Corp. is found to be defective or is labeled or shipped in error, Willette Acquisition Corp.’s sole liability will be to promptly replace or repair such defective products and/or to correct such error in shipment at its expense, provided written notice of such imperfection or error in labeling or shipment is given to Willette Acquisition Corp. within ten (10) days after its arrival at its destination. Customer shall return such products to Willette Acquisition Corp. if requested. In no event, including negligence, shall Willette Acquisition Corp. be liable for any consequential damages.

INSURANCE

Willette Acquisition Corp. will not insure any customer’s material while in possession of Willette Acquisition Corp. or while in transit to and from us unless specified in a separate agreement. All such materials delivered to Willette Acquisition Corp. are accepted by us with the express understanding and condition that our customers will carry the insurance they deem necessary to protect against all loss or damage from any cause whatsoever, including negligence, whether suffered while in Willette Acquisition Corp.’s possession or control, or otherwise. The customer further waives all rights of subrogation; and the customer agrees that such insurance does not and will not give the insurer and recourse or rights of subrogation against Willette Acquisition Corp.

Not withstanding the foregoing, in the event of loss, damage or destruction of any customers' material as a result of Willette Acquisition Corps' negligence, Willette Acquisition Corp. will voluntarily, without admission of liability or responsibility, reimburse the customer for the cost of the raw material that is damaged or destroyed. In no event shall Willette Acquisition Corp. be liable for production costs or for any consequential damages. Any claim for such reimbursement must be made by written notice to Willette Acquisition Corp. within 30 days after delivery of such property to customer or its designee or notice of its loss or damage, whichever is sooner. All property delivered to Willette Acquisition Corp. may be moved or kept at such place or places as Willette Acquisition Corp. may deem desirable; and there is no premise or representation, expressed or implied, that such property delivered for any purpose will be retained or kept at its premises or at any other designated place.

OWNERSHIP OF MATERIAL

Customers of Willette Acquisition Corp. represent that they are the sole owners or authorized agents of the owners for materials delivered to the Company for services of any kind, and that they are the owners or authorized agents of the owners of all rights in connection with such materials, including copyrights and literary, photographic and musical rights. Customers also represent that as the sole owner or authorized agent of the owners, they are authorized to sign this Application and be bound by the terms and conditions stated hereon Customer further represent that the above materials are free of any lien or encumbrance.

STORAGE OF CUSTOMER’S MATERIALS

The Company will store customer’s property during the time of production and reproduction and for a reasonable time thereafter. However, since it is not possible for Willette Acquisition Corp. to provide permanent storage for customer’s property, all materials which remains inactive beyond a six month period will either be subject to a charge in accordance with published rates for storage or be disposed of in a manner that the Company sees fit. The customer agrees that failure to pay storage charges gives the company the right to sell materials to pay storage charges, pursuant to State Law or dispose of the materials.

Inventory Storage Fees (no activity for six months) Inactive Masters: $1.00 per master per month. Inactive Materials: $5.00 per bin per month and/or $18.00 per pallet per month Inventory Removal/Destruction quoted on request.

LABORATORY LIEN ON MATERIALS

Property delivered to us is accepted upon the express condition that we hold a lien thereon including a lien on copyright, literary, photographic and musical rights, for any continuing balance due us from the customer, whether in respect to services, storage charges, or otherwise.

REIMBURSEMENT FOR TAXES

Any taxes the Company may be required to pay in connection with the customer’s material or services performed, including sales tax, will be charged to the customer’s account.

CONDITION OF CUSTOMERS’ MATERIAL

Prices for our products and services are predicated on the customer supplying materials deemed by Willette Acquisition Corp. to be compatible with standard laboratory processing, editing, duplication or handling procedures. Old shrunken or damaged films, non-standard video tape elements and/or preprint material, or those which are not in a normal or usual photographic or physical condition are accepted with the understanding that a charge will be made for the additional time and/or materials which are required to comply with the instructions given; but in no event will Willette Acquisition Corp. guarantee satisfactory results from such substandard materials. Since color film dyes may change in time, reorders for prints from old color film may involve additional work; and since video duplication masters develop wear and display dropouts with repeated use, new duplication masters may be required from time to time. When special requirements result in increased charges, Willette Acquisition Corp. will notify the customer of the additional charges at the time the order is placed or as soon as possible thereafter. Willette Acquisition Corp. will endeavor to keep its customers advised concerning the technical quality and physical condition of all materials received by them for processing and/or duplication, but it shall not be responsible for failure to do so.

THIRD PARTY AUTHORIZATION

No work will be performed on customers' materials except by direct order from the actual owner of those materials. Under no circumstances will work be performed and billed for a third party without specific instruc­tions from both the owner of the material and the third party. The work requested by the customer requires the property to be delivered to the third party for a performance of such related services, the customer authorizes Willette Acquisition Corp. to deliver such property to third party, but Willette Acquisition Corp. shall have no liability for any loss or damage resulting from the negligence of such third party or occurring while the property is in transit to and from such third party.

MINIMUM PRICES

Our regular published price schedules are predicated upon volume and lengths that will give the customer the most favorable price on volume orders. Processing, duplicating, and services performed on short length/runs will create special condition which necessitate the establishment of minimum and/or additions charges.

STANDARD LEADERS/COLOR BARS Video tape masters submitted to Willette Acquisition Corp. for the purpose of duplication must contain color bars and audio tone per ANSI V98.9. these will be the determining guidelines for picture and sound quality.

SHIPMENT OF MATERIALS

Materials will be shipped via the method deemed by the Company lobe most practical. Customer wishing a particular method of shipping, or insurance on a shipment, must make such requests in writing. As long as customer owned materials remain in the possession of the Company, it is the customers' sole responsibility to keeps current address on file with Willette Acquisition Corp.

TERMS OF PAYMENT

All invoices issued by Willette Acquisition Corp dba Allied Vaughn are payable Net 30 days with approved credit. Interest at the maximum legal rates will be charged on all invoices not paid when due. If an account is placed for collection, the customer agrees to pay all costs of collection, including reasonable attorneys' fees. Any and all charges shall be secured by all property held for the customer whether or not services were rendered by Willette Acquisition Corp. with respect to a particular piece of such property. This claim shall be extended to include, but is not limited to, copyrights, patents and trademarks whether issued under the laws of the United States or otherwise.

The customer recognizes and agrees that the Company may report the status of delinquent accounts to established credit bureaus.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_