

A Media Holdings LLC company  
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 Shelton, WA 98584  
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[www.MediaDirectLLC.com](http://www.MediaDirectLLC.com)



## CREDIT APPLICATION & AGREEMENT FOR CREDIT

### BUSINESS CONTACT INFORMATION

Company name:			
T:	F:	E-mail:	
Billing address:			
City:		State:	ZIP Code:
Tax ID:		UBI:	
Preferred Invoicing:	<input type="checkbox"/> Mail	<input type="checkbox"/> Email Address:	
Date business commenced:		State Inc:	
Sole proprietorship:	Partnership:	Corporation:	Other:

### BANK INFORMATION

Bank name:			
Bank address:		T.	F.
City:		State:	ZIP Code:
Type of account:		Account number	

### BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	

### SIGNATURES

I/WE HEREBY AGREE AND AUTHORIZE ANY AND ALL REFERENCES LISTED ABOVE AND/OR ON THE ATTACHED PAGE TO ANSWER AND REVEAL ANY AND ALL CREDIT INFORMATION, HISTORY AND DETAILS ABOUT MY/OUR ACCOUNT TO THE FIRM TO WHOM THIS APPLICATION IS MADE.

Title: Print Name: Date: Sign:	Personal Guaranty Print Name: Date: Sign:
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All orders are accepted subject to the Company's Terms & Conditions on Page 2



## TERMS AND CONDITIONS

1. Any acceptance by Media Holdings LLC ("Company") contained herein is expressly made conditional on Buyer's assent to the additional or different terms contained herein. Any acceptance by Buyer contained herein is expressly limited to the terms herein.
2. Delivery of goods to a U.S. postal facility, United Parcel Service, common carrier or licensed trucker shall constitute delivery to Buyer, and all risk of loss or damage in transit shall be borne by Buyer.
3. All federal, state, and local taxes (including without limitation sales, use, and excise taxes) which Company is required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of goods or services covered hereunder shall be for Buyer's account.
4. Buyer shall pay the Company the highest lawful rate of interest permissible under applicable law on all past due accounts. In case suit or action is instituted to enforce the payment provisions on the face hereof, the losing party shall pay the prevailing party's reasonable attorney's fees as determined by the court in said suit or action at trial and upon appeal.
5. Company reserves the right to make delivery in installments. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.
6. The Company reserves the right at any time to suspend credit, to change credit terms provided herein, to suspend performance, to decline to ship, or to stop any goods in transit when, in its sole opinion, the financial condition of the Buyer so warrants. In any such case, in addition to and not exclusive of any other remedies herein or by law provided (including the right to recover damages), cash payment or a satisfactory security from Buyer may be required by the Company before shipment, the due date of payment by the Buyer under any contract or order with the Company may be accelerated by the Company or Company may terminate any contract between Buyer and Company. Failure to pay any invoice when due (including any invoices due from Company's supplier) makes all subsequent invoices immediately due and payable, irrespective of terms, and the Company may withhold all subsequent deliveries until the full account is settled. Acceptance by the Company of less than full payment shall not be a waiver of any of its rights.
7. Stated or promised delivery dates are estimates only. Company shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Company's control, including without limitation strikes, lockouts, fires, floods, embargoes, war, terrorist acts, or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, shortage of materials, and governmental acts and regulations.
8. Unless Company delivers to Buyer in connection with this sale a writing of Company or a product manufacturer expressly specified to be a warranty in or on such writing, ALL EXPRESS WARRANTIES ARE EXCLUDED AND DISCLAIMED. To the extent permitted by law, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES ARE EXCLUDED AND DISCLAIMED.
9. Company shall not be liable for normal manufacturing defects or customary variances from specifications.
10. All claims by Buyer in connection herewith shall be deemed waived unless made in writing and delivered to Company within ten days after receipt of goods by Buyer.
11. Buyer shall afford Company prompt and reasonable opportunity to inspect goods or application of goods as to which any claim is made by Buyer. Company reserves the right, in its sole discretion, within a reasonable period following receipt of claim by Buyer to replace or substitute other goods therefore, and by making such replacement, Company shall have no further liability to Buyer with respect to such goods. If any defective goods are not so replaced by Company, Company's liability shall be limited to the stated purchase price of such goods. COMPANY SHALL IN NO EVENT BE LIABLE FOR BUYER'S MANUFACTURING COSTS, LOST PROFITS, GOODWILL OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
12. Any clause or provision required to be included herein or in an agreement of sale of the type provided for hereby by applicable law, rule, regulation or order is by this reference incorporated herein.
13. Buyer shall strictly observe and comply with all federal, state, and local laws, rules, regulations and orders which govern or affect the manufacture, sale, handling or disposal of the goods covered hereunder.
14. With respect to goods manufactured or produced in accordance with designs, design information, processes, formulas, specifications, software, or components supplied by Buyer, Buyer shall indemnify and save harmless Company, its successors and assigns, against all loss damage, costs, fees (including reasonable attorney's fees), expenses, liabilities, claims, suits, proceedings, actions for any product liability claims, negligence by the provider, and any actual or alleged infringement of any letters patent, trademark, copyright or similar rights relating to the manufacture, use and sale of such goods.
15. This writing constitutes the entire agreement between the parties and all prior representations have been merged herein (except that if Company delivers to Buyer, in connection with the sale provided for hereby, a writing (the "Additional Writing") of Company expressly specified to be a warranty in or on such writing, then this writing and the Additional Writing constitute the entire Agreement between the parties and all prior representations have been merged herein and in the Additional Writing). This writing may not be modified or terminated except by a writing signed by a duly authorized representative of Company.