



Deluxe Media Creative Services, Inc.
DBA EFILM

For Internal Use Only:

Date: _____

Application Rec'd Date: _____

Customer # Assigned: _____

Sales/Marketing Rep: _____

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/DFS: _____

Deluxe Digital Studios: _____

Softtiter: _____

Deluxe Post Production: _____

MediaVu: _____

Deluxe Film Rejuvenation: _____

The Lab: _____

Deluxe Film Services: _____

Deluxe London/Rome: _____

Deluxe Media Management: _____

Deluxe New York: _____

This Credit Application and Agreement is concurrent with and in addition to the EFILM 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 EFILM products/services on terms and conditions as set forth by EFILM 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: _____

Please fax this Credit Agreement to the Credit Department Head Office
2400 West Empire Ave, Suite 200, Burbank, CA 91504
Fax to: 818-260-2125 E-mail: Beto.Ochoa@bydeluxe.com



A Deluxe Company





Deluxe Media Creative Services, Inc.
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ZIP/POSTAL CODE: _____ TELEPHONE #: _____

FAX #: _____ 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 # _____

IF YES, GIVE DATE AND STATE OF INCORPORATION:

FOR ONTARIO: ARE YOU P.S.T. EXEMPT: If so, please complete and return certificate to Deluxe

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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 # _____ **TELEPHONE #** _____

PRODUCTION TRADE REFERENCES, WHERE POSSIBLE:

NAME _____ **ADDRESS:** _____

TELEPHONE: _____ **CONTACT:** _____

NAME _____ **ADDRESS:** _____

TELEPHONE: _____ **CONTACT:** _____

NAME _____ **ADDRESS:** _____

TELEPHONE: _____ **CONTACT:** _____

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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 EFILM, 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 EFILM 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 cheques 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 EFILM 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 EFILM's applicable standard terms and conditions as attached or as included in EFILM.COM

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 EFILM 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

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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.

ANY CREDIT EXTENDED BASED ON THE CREDIT APPLICATION/ AGREEMENT TO OTHER EFILM AFFILIATES ARE SUBJECT TO THOSE COMPANIES TERMS AND CONDITIONS

EFILM'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: _____

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