



# CUSTOMER CREDIT APPLICATION

## COVER LETTER

To:	From:
Company:	Date:
Fax #:	Total Pages:

Following is our customer application for credit. Please fill out in full and return at your earliest convenience. Page four must be filled out and signed before returning. Once the application has been completed, please email to [Creditapp@NextGenFilms.com](mailto:Creditapp@NextGenFilms.com). For any questions, please contact **Holly McCutchen** at **567-247-6748**, or e-mail [holly@nextgenfilms.com](mailto:holly@nextgenfilms.com).

**Please note-we must have an account number and signature  
in order for the bank to release your information to us.**



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Amount of credit request:			
Name of contact at Next Generation:			
Company Name:			
Street Address:			
P.O. Box:	City:	State:	Zip:
Purchasing Contact:		Phone:	
Accounts Payable Contact:			
Accounts Payable Contact Phone:		Email:	
Email Address for Invoices:			
Description of Business:		How Long in Business:	
Street Address of Parent Company (if applicable):			
P.O. Box:	City:	State:	Zip:

## FULL NAME OF OFFICERS, PARTNERS, OR PROPRIETOR:

Full Name:	Title:
Full Name:	Title:

Is a Financial Statement Available?:	Federal Tax ID#:
Dun & Bradstreet #:	

## CREDIT REFERENCES:

Vendor:	Email:	Fax:
Vendor:	Email:	Fax:
Vendor:	Email:	Fax:

BANK REFERENCE:	Acct. #:	
Address:	Contact:	
Email:	Phone #:	Fax #:



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## ORDERS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Payment:** Unless otherwise specified, payment to Next Generation Films, Inc., of the amount stated on its invoice, shall be paid within the terms stated on the invoice after the date of delivery in U.S. funds.
- 2. Delivery/Risk of Loss:** Seller shall make reasonable efforts to ship in accordance with Buyer's requested dates and instructions, but Seller shall not be liable for failure to ship. All delivery dates are estimates or approximate dates of delivery and do not constitute a guarantee of delivery on such dates. Delivery of products to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer.
- 3. Title:** The title to the products made the subject of this Agreement shall remain with Seller, and Buyer hereby grants to Seller a purchase money security interest, in the products until all payments that are due to Seller have been made.
- 4. Governing Law:** This Agreement will be governed by the laws of the state of Ohio without regard to choice of law principles and shall be deemed to have been executed and entered into at Lexington, Ohio.
- 5. Limitation of Liability:** Seller's liability shall be limited in accordance with the Limited Warranty set forth in Paragraph 2 above, and Seller in no event shall be liable to Buyer for any lost profits, special or consequential damages, exemplary damages or any cost or expense in excess of the purchase price of the products made the subject of this Agreement.
- 6. Force Majeure:** Seller shall not be liable for failure to deliver or delays in delivery if such failure or delay is due to causes beyond Seller's control, including, but not limited to, acts of God, governmental acts or regulations, strikes, fires, wars, delays of suppliers or carriers or material shortages.

**INITIAL THAT YOU UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS LISTED ABOVE:** \_\_\_\_\_

- 7. Dispute Resolution:** Buyer and Seller hereby agree to resolve any dispute concerning this Agreement amicably. In the event Buyer and Seller are unable to resolve any dispute related in any way to this Agreement, or the products made the subject of this Agreement between themselves, Buyer and Seller hereby agree to submit all such disputes to non-binding mediation in Lexington, Ohio, in accordance with the Ohio Civil Court Mediation Rules. Buyer and Seller further agree that in the event any dispute related in any way to this Agreement or the products made the subject of this Agreement, are not resolved through non-binding mediation, that all such disputes shall be submitted to binding Arbitration in Lexington, Ohio, in accordance with the Commercial Arbitration Rules of the American Arbitration Association
- 8. Entire Agreement:** The Terms and Conditions, together with the order, payment and delivery terms, constitute the entire agreement between Seller and Buyer, with reference to the subject matter hereof. Any purchase order issued by Buyer shall be deemed to (i) be for the record keeping convenience of Buyer and (ii) confirm these Terms and Conditions and not add to, delete from, or change these Terms and Conditions.



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**9. Seller's Remedies:** Seller shall have all rights and remedies specified herein, in addition to those specified in the Uniform Commercial Code, as adopted in the State of Ohio. All such rights and remedies are cumulative. No delay or failure by Seller to exercise any right or remedy, shall impair in any manner whatsoever, any of such rights or remedies, or be construed to be a waiver of any breach or acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof, or the exercise of any other right or remedy. Buyer shall pay all costs and expenses paid or incurred by Seller in enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and court costs.

## GENERAL CREDIT PROVISIONS

This application and the information contained herein is a request for the extension of credit for commercial business use only. The applicant certifies that the firm he (she) represents is doing business as a: **Corporation** , **Partnership** , **Sole Proprietorship** (check one). The applicant further authorizes any bank or commercial business, with whom the applicant is doing, or has done any type of business to give any and all necessary information to Next Generation Films, Inc., which will assist in the credit investigation. The applicant further authorizes Next Generation Films, Inc., to reinvestigate the applicant's credit status from time-to-time as deemed necessary. Next Generation Films, Inc., reserves the right to limit or terminate future extension of credit with applicant should, upon such reinvestigation, it be deemed necessary.

If credit is extended, I (we) agree to pay Next Generation Films, Inc., all debts incurred within terms of sale. I (we) expressly waive all right of exemption under the constitution and laws of the State of Ohio and any other state, as to personal property and I (we) agree to pay all costs of collection or attempting to collect or secure any and all debts, which I (we) now owe or, which I (we) may in the future owe Next Generation Films, Inc., for goods sold to me (us) or for services rendered including a reasonable attorney's fee on the unpaid debt so long as any of said indebtedness is due and unpaid. I (we) also agree to pay a finance charge of 1.5% per month (annual percentage of 18%) on any unpaid past due balance. Next Generation Films, Inc., is hereby authorized to deliver goods or perform services for the following at my (our) request and charge same to my (our) account and this shall continue until written notice to the contrary is given and accepted, which acceptance shall be evidenced by signature of Next Generation Films, Inc.

**I HAVE READ AND AGREE WITH THE NEXT GENERATION FILMS, INC., GENERAL TERMS AND CONDITIONS.**

**Printed name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

For any questions, please contact Holly McCutchen at **(567) 247-6748**

Please email your application to: [Creditapp@NextGenFilms.com](mailto:Creditapp@NextGenFilms.com)