



# Credit Application

## Customer Information

Full Customer Name:		
Address:		
City:	Province:	Postal Code:
Phone:	Fax:	
Date Business Established:	Email address:	

<b>Tax Information</b>	PST#	GST#
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<b>Type of Business</b>	Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
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## If Proprietorship or Partnership, please supply the following information

Principal's Name:		
Address:		
City:	Province:	Postal Code:
Phone:	Fax:	
Credit Card #:	Expiry Date:	
<p>The following signature will be considered to be "on file" to allow the applicant to place telephone orders with Finalé Post Production Inc., hereinafter referred to as Finalé, and use the above mentioned credit card to pay the resulting invoice. The undersigned also gives Finalé permission to use the above mentioned credit card to pay off any account balances overdue by more than fifteen days or any invoice amounts less than \$150 on the day that the invoice falls due. Payment terms are 30 days from date of invoice.</p>		
Signature:		Date:

## If Corporation, please list names of Directors and Officers

Name:	Position:
Name:	Position:
Name:	Position:

## Bank Information

Bank Name:	Contact:	
Address:	Account #:	
City:	Province:	Postal Code:
Phone:	Fax:	

## Supplier Information - List three credit references

Company Name:	Phone:	Fax:
Company Name:	Phone:	Fax:
Company Name:	Phone:	Fax:

<b>Credit Limit Amount Requested: \$</b>	<b>Credit Approved: \$</b>
Finalé Signature:	

**Finalé Post Production Inc.**  
100 - 2339 Columbia Street, Vancouver BC V5Y 3Y3  
Phone: 604.876.7678 Fax: 604.876.3299

## Terms and Conditions

This Credit Application (the "Application") is subject to and includes the terms and conditions hereinafter set forth which form part of the terms of the granting of any credit and the supply of any goods and/or services pursuant to the Application. By the execution of the Application, the applicant for credit noted on the reverse side hereof (the "Customer") agrees that these terms and conditions shall be incorporated in and form part of the Application under which credit is supplied and goods and/or services are provided by Finalé Post Production Inc., carrying on business as Finalé Editworks ("Finalé"). The Customer and each signatory to the Application acknowledges having read all of the terms and conditions set out in this Application and understands and agrees with each such term and conditions, as follows:

- 1. Authority** - Each individual (a "signatory") who signs the Application expressly warrants that he or she has full and complete authority to execute the Application on behalf of the Customer without limitation and that by such execution of the Application the Customer becomes bound to the terms, conditions and stipulations herein contained. Each signatory acknowledges that Finalé is relying upon this representation in the granting of credit and the supply of goods and/or services. Consequently, should for any reason, the signatory not have authority to sign the Application, then that signatory acknowledges and agrees that he or she will be personally liable for any loss of any nature and kind whatsoever suffered by Finalé as a result.
- 2. Payment for Goods and Services Supplied** - If credit is granted, the entire amount of the price of such goods and/or services supplied by Finalé to or for the Customer from time to time shall be paid to Finalé promptly in accordance with the terms and conditions granted by Finalé at the time of the supply of the goods and/or services and from time to time, and if the invoice amount for such goods and/or services or any part thereof is not paid for by the Customer within 30 days from the invoice date (unless otherwise specified in accordance with such terms and conditions) the Customer shall pay, without any notice or demand, a service charge on the entire invoice amount of the balance remaining outstanding from time to time at the rate of 26.8% per annum, calculated and payable monthly, both before as well as after default, maturity or demand. Finalé reserves the right to withhold shipments to customers who do not meet these terms.
- 3. Credit Investigation** - The Customer authorizes Finalé to conduct or cause to be conducted a personal investigation of the Customer, or of any principal or principals of the Customer with a view to determining credit reliability in support of this Application. The Customer further consents to the disclosure of any information considered necessary in order to form a proper opinion with respect to credit. The Customer is aware that the information supplied, even if considered confidential, may also be supplied to credit granting agencies or associations with whom Finalé is associated in determining credit worthiness, but that such disclosure will be confined to historical records of business account activity, other than which no information will be made available concerning the credit worthiness of the Customer.
- 4. Multiple Execution and Liability** - If the Application is signed by more than one signatory, each signatory agrees that he or she is separately and personally responsible for any breach of any covenant or obligation contained herein and any breach by any signatory may be treated as a breach by the Customer. The liability of each signatory is joint and several and no release or discharge of the Customer or any signatory, (for any reason other than full payment), nor any extension, renewal, forbearance, indulgence, change of rate of interest or service charges, acceptance of release, discharges, substitution of security, or impairment of suspension of rights against one signatory, shall affect the liability of any other signatory who shall remain fully and completely liable until payment in full has been made. Each signatory expressly waives any obligation to require Finalé to proceed against the Customer or any other firm, person or corporation, applicant, signatory, or otherwise before pursuing any remedy against him or her.
- 5. Continuing Obligation** - The obligations contained in these terms and conditions ensure to the benefit of Finalé, its successors and assigns and bind the Customer and each and every signatory, and their respective heirs, legatees, devisees, administrators, executors, successors and assigns, jointly and severally, until payment in full of all indebtedness to Finalé has been made. This Application may not be assigned by the Customer or any signatory. Customer agrees that facsimile copies hereof shall be treated as originals, fully binding and with full legal force and effect, and hereby waive any rights they may have to object to said treatment.
- 6. Severability** - All of the terms and conditions set forth in this Application are separate and severable. If any provision is determined by any Court of competent jurisdiction to be unenforceable then, notwithstanding such determination, the remaining provisions shall remain in full force and effect.
- 7. Judgment** - The taking of a Judgment or Judgments for payment of the account or performance of the obligations herein shall not operate as a merger or affect the right to interest or service charges at the rate and times aforesaid on any monies owing, until that such Judgment shall have been fully paid and satisfied.
- 8. Confirmation of Accounts** - Any transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct and as ratified and confirmed by the Customer unless Finalé receives from the Customer written notice to the contrary within fifteen days following receipt of such notice, statement, confirmation or other communication forwarded by Finalé to the Customer by prepaid mail or personal delivery.
- 9. Forum** - This contract is deemed to be made in Vancouver, British Columbia. The monies hereunder are payable in Canadian dollars (unless otherwise stipulated) at par in Vancouver, British Columbia and any breach of this contract shall be litigated in any competent Court in Vancouver, British Columbia.

Signed, sealed and delivered at Vancouver, BC this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### FOR CORPORATE CUSTOMER OR PARTNERSHIP:

\_\_\_\_\_  
BY IT'S DULY AUTHORIZED SIGNATORY(IES)

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
BY IT'S DULY AUTHORIZED SIGNATORY(IES)

\_\_\_\_\_  
NAME/TITLE

### FOR INDIVIDUAL/PROPRIETORSHIP:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
NAME/SIGNATURE

\_\_\_\_\_  
NAME/SIGNATURE