

I acknowledge that the terms listed below will be incorporated into each and every sale that SP Images LLC may make to the applicant. I understand and accept these terms completely. I am the owner or a listed officer of this business.

Date	Signature	Type or Print Name	Title
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eMail Program

Would you like to enroll in our e-mail program? You can obtain shipping confirmation, shipment tracking numbers, weekly updates on new product and promotions.

eMail address _____

Please fax, mail or email the original form, with all required documentation included to SP Images Credit Department

SP Images P.O. Box 6883 Freehold, NJ 07728 Fax (732) 431-3572 ellen@spimages.com

Terms & Conditions

Credit Must be established see "opening an account" below. This application must be completed and returned to SP Images LLC (SI) for approval and reference verification. SI reserves the right to decline credit due to lack of, insufficient or negative credit history. SI also reserves the right to decline check writing privileges due to lack of, insufficient or negative bank history. Any company applying for credit or check writing privileges must have been in business and have a checking account opened at least six (6) months prior to completion of this application. Please allow a minimum of 7 days for processing. **Opening an Account** Anyone interested in ordering from SI must first return a completed credit application along with a copy of a tax identification number, resale certificate or business license before they place their first order. SI may require updated information in this format every two years or whenever SI deems necessary. **Eligibility** By placing an order with SI, the customer attests that he or she is of legal adult age and is authorized to purchase the items, which the customer is ordering. Orders will not be accepted unless the customer is engaged in a legitimate business activity dealing with product lines carried by SI and is purchasing from SI strictly for resale. Proof of such activity may be required for each order. **Payment terms and Credit guidelines** Unless authorization is granted all orders are shipped cash on delivery (COD) or prepaid via credit card. If a credit card is used a credit card authorization form must be completed and returned to SI for each different credit card used. In some instances, prepayment of domestic orders may also be required. Customers receiving their shipments via United Parcel Service (UPS) will have a COD tag attached to each box until SI authorizes a change in terms. Check writing privileges may only be obtained by submitting a completed credit application and such other documents required by SI to the SI credit department. Businesses lacking a significant credit history can earn check-writing privileges through a history of good payment habits to SI and through a regular business relationship with SI. Checks returned to SI for any reason are subject to a \$25.00 service charge. Returned checks or any other failure to pay in part or full may, at SI's sole discretion result in the termination of the customer's account with SI. Arrangements can be made to purchase via credit card or wire transfer. Credit card payments equal to or above \$5,000.00 are subject to a service charge, which is solely at the discretion of SI. If payment is not received within thirty (30) days of customer's receipt of merchandise the invoice will bear interest at the rate of eighteen percent (18%) per annum from receipt of merchandise to date of payment. **Shipping** Domestic and international shipments are generally available for pick-up, delivery or shipment during business days. Customers may pick up their orders at SI and incur no shipping charges or select from a variety of options including SI delivery (not available in all areas), UPS, airfreight, common carrier (truck), or United States postal service. Except as expressly agreed otherwise, customers will be liable for all shipping charges. SI may prepay shipping charges and pass these charges on to the customer on their invoices for product. For additional details on shipping contact your account representative. **Damages** Merchandise damaged in transit may be returned for replacement or credit if replacement is unavailable, provided that damages are reported within 24 hours of the customer's receipt of the shipment (or upon receipt, if by SI delivery). Customer shall not deduct the cost of damaged merchandise from their payments. If replacement product is not available a credit memo will be issued. Always check for visible damage and note any apparent problems before signing for a shipment, as this will enable SI to recover the cost of damaged merchandise from the shipping company. SI will reimburse the customer any freight cost incurred for returning damaged merchandise caused by SI or the shipping company. **Shortages and Overages** All shortages must be reported to the customer's account representative within 24 hours of the customer's receipt of a shipment and documentation forwarded to the account representative as requested. SI will use all reasonable efforts to replace any shortage within 7 (seven) days (if replacements are available) or will issue a credit memo for any unfilled amounts. **Cost of Collection** SP Images LLC will be entitled to costs of collection when it deems it necessary to use an agency or attorney to collect what is owed it. These costs include but are not limited to the agencies and attorney fees and disbursements. **Disputes** The applicant hereby consents to the exclusive jurisdiction of a court located in the Commonwealth of Massachusetts with respect to any and all actions directly or indirectly arising out of any business dealings between SI and the applicant unless SI initiates a proceeding in a court or before an administrative agency of or in another jurisdiction. **Guarantors** The person or persons furnishing "owner and principal information" and the person signing this application on behalf of the applicant hereby personally guarantee the contract on behalf of the company and all other obligations of the company to SI. **Representation** The person or company to whom credit is extended and all guarantors of this agreement agree that they will inform SI in writing of any change of address and that if no written change of address is received by SI, they and each of them may be deemed, for purposes of this agreement and the enforcement thereof, to have the address stated in this credit application. The construction and enforcement of this agreement shall be governed by the laws of the Commonwealth of Massachusetts.