

Company Information (REQUIRED)

Corporate Name

Billing Address

Number / Name / Street

City / State

Postal Code / Zip Code

Shipping Address

Number / Name / Street

City / State

Postal Code / Zip Code

Contact Info (REQUIRED)

Primary Contact

Primary Phone Number

Primary Email Address

Accounts Payable Contact

Email For Invoice (If different from primary)

Tax Information (RECOMMEND)

State Tax ID#

Federal Tax ID#

Resales/Tax Exempt #

Additional Questions For Projects (OPTIONAL)

Will this purchase require design or installation services?

Yes No

If yes, what is the ideal project completion date?

Short description of the project

Payment Section

Preferred Form of Payment (Required) - Select checkbox, and follow instructions:

- Credit Card - For Credit Card, please complete the [Credit Card Authorization Form](#).
- Check - For Check, please follow [Payment by Check Instructions](#).
- Credit Terms - Credit terms is conditioned on approval. Please complete a [credit terms application](#).
- ACH - For ACH, please complete the [ACH Credit Authorization Form](#).
- Payment Gateway - Payment gateway solution provided by the customer. URL:
- Other - Other Payment Type:

Signature Section

Applicant's signature affirms financial responsibility for and willingness and ability to pay Key Code Media's invoices. Applicant authorizes Key Code Media to obtain information it considers necessary in considering this application. If Key Code Media incurs additional collection costs, the applicant agrees to pay these collection costs, along with attorney's fees. Upon acceptance by Key Code media, this application constitutes a sale and purchase agreement. The information contained in this application is accurate.

Name

Job Title

Signature

KEY CODE MEDIA | TERMS AND CONDITION:

1. Payment Terms: All terms are subject to credit approval, otherwise, 50% deposit due with order and the remaining balance due COD unless the purchase order was pursuant to loan or lease with approved financing institution (financing documents must accompany this signed contract. Invoices are due per terms based on invoice date. Partial payment is due on partial shipments. A service handling charge of 3.5% for credit card payments will be added to all credit card orders.

2. Service charge and/or Interest: Any payments deferred after the due date as specified herein shall bear interest and/or service charges at the rate of 1% per month (calculated daily) or the maximum rate allowed by law. In addition, Key Code Media shall have all remedies afforded by the Uniform Commercial Code as adopted in the State of for any defaults by client. If any invoice remains unpaid, in full or in part, after the due date Key Code Media, Inc has full discretion in obtaining an attorney or outside agency to recovery any and all outstanding amounts. The Purchaser agrees that he/she/it is fully liable or any and all legal and/or collection fees incurred in the collection of any outstanding amounts owing to Key code Media, Inc.

3. Security Interest: Key Code Media, Inc. shall retain title to all goods until Key Code Media Inc. receives payment in full. The Purchaser hereby grants to Seller a security Interest in all goods shipped to the Purchaser and the proceeds thereof until the Purchaser pays for such goods in full. A copy of this Agreement may be filed by Seller at any time as a financing statement in order to perfect Seller's security interest.

4. Representation of Solvency: The Purchaser hereby represents that he/she/it is solvent and that on each delivery this representation shall be deemed received, unless notice to the contrary is given in writing by the Purchaser to Key Code Media, at or before the delivery of goods.

5. Return of Goods: A restocking fee of 20% will be charged on all cancelled or changed orders. No merchandise may be returned without prior consent. No return will be allowed for any items that were delivered over more than 30 days or any custom made items, used and B stock items, software products and maintenance contract. Credit on returns will be subject to the condition of the returned product upon inspection. In the event client reconfigures, reschedules or cancels an order containing special order items, client shall be subject to charges associated with the purchase of said items. Costs may include the full cost of these items in addition to any and all costs, expenses and/or penalties imposed on Key Code Media by vendors for return of goods. The Purchaser also covers the shipping on the return.

6. Shipping: All shipments are F.O.B. from manufacturer's factory. Delivery dates are approximate and subject to delay due to events beyond the reasonable control of Key Code Media, Inc. Freight charges will cover for both inbound and outbound and is for estimation purposes only. The actual amount will be provided by the shipping Company after purchaser receives shipment. Key Code Media, Inc will update that information to your invoice. Partial payment is due on partial shipments.

7. ALL TRADE IN CREDIT ORDERS: Board sets and Dongle must be returned within 30 days upon delivery of new upgraded system. If Boards sets are not returned within 30 days, client will no longer be entitled to Trade In credit and will be charged the Trade-in credit. Client must be the original owner of the Avid system or have a valid system transfer approved by Avid Technology.

8. Taxes: Purchaser shall reimburse Key Code Media, Inc. for all taxes, excises, or other charges that Seller may be required to pay to the government upon the sale, production, or transportation of the Goods sold hereunder. A valid Reseller Certificate or Post Production Exemption certificate must be completed in order to receive the full or partial sales tax exemption.

9. Warranty: Key Code Media technical services are not covered under manufacturer's warranties express or implied. No express or implied warranty of any kind is made with respect to the goods. In addition, no liability is assumed by our company for damage and/or injury resulting from use of products supplied by this company.

10. Limitation of Liability: Except to the extent prohibited under applicable law, in no event shall Key Code Media's liability arising out of this Quotation/Purchase exceed the amount shipped by Key Code Media to the Purchaser hereunder. In no event shall Key Code Media be liable for costs of procurement of substitute products or services, lost profits or any consequential, special, incidental, or indirect damages, however caused and on any theory of liability (including negligence or strict liability), arising out of this quotation. The purchaser acknowledges and agrees that the amounts payable hereunder by the Purchaser are based in part upon these limitations, notwithstanding any failure of essential purpose of any limited remedy.

11. No claim or right arising out of a breach of this contract by client can be discharged, in whole or in part, by a waiver or renunciation of any other claim or right by Key Code Media. This contract supersedes all prior proposals, negotiations and all other terms (including terms implied on customer purchase orders). This contract can be modified or rescinded only by a writing signed by both parties.

12. Both parties agree that federal and state courts have jurisdiction and venue and this contract shall be governed by the Uniform Commercial Code (as adopted in) and the substantive and procedural laws of California. The prevailing party shall be entitled to

reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled by virtue of this contract and applicable law.



Payment by Check Instructions

- 1) Write check out to "Key Code Media"
- 2) Reference "Invoice #"
- 3) Deliver to:
Key Code Media
Attn: Accounts Receivable
270 S Flower St.
Burbank, CA 91502
- 4) (Optional) Email copy to: accounting@keycodemedia.com

Example:

A check form with a light blue background and a decorative border. The number "1027" is printed in the top right corner. A horizontal line is drawn across the middle of the form, with the word "DATE" centered above it. Below this line, the text "PAY TO THE ORDER OF" is on the left, "KEY CODE MEDIA" is in the center in a large green font, and "\$" is on the right. Below the "KEY CODE MEDIA" text, the word "DOLLARS" is printed. To the right of "DOLLARS" is a small padlock icon and the text "Security Features Details on Back". Below the "DATE" line, the text "FOR" is on the left, "INVOICE #XXXX" is in the center, and a horizontal line is drawn across the bottom. At the bottom of the form, the MICR line is printed: "⑆ 22222222 ⑆ 000 111 555 ⑆ 1027".



ACH (Electronic Payment) Credit Authorization Form

All you need to do is:

- 1) Mark the box before type of account to indicate whether your payment will be deposited to your checking or savings account.
- 2) Fill in your name, financial institution name and location, and date.
- 3) Attach a voided check for verification of all financial institution information. If you are unable to attach the voided check, please fill in your account number and routing number.

NOTE: Be sure to sign the form!

Please complete the information below.

I authorize Key Code Media to initiate electronic credit entries to my:
 checking account (or) savings account

for payment of my _____ (type of bill).

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

Date _____

FINANCIAL INSTITUTION NAME (PLEASE PRINT) _____

ACCOUNT NUMBER AT FINANCIAL INSTITUTION _____

FINANCIAL INSTITUTION ROUTING NUMBER _____

FINANCIAL INSTITUTION CITY AND STATE _____

SIGNATURE _____



270 S. Flower St.
Burbank, CA 91502
Tel: (818) 303-3900 Fax: (818) 303-3901

CREDIT CARD AUTHORIZATION FORM

Company Name: _____

Contact: _____ **Email Address:** _____

Billing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

Name as it appears on Credit Card: _____

Credit Card Type: **Visa:** _____ **MasterCard:** _____ **American Express:** _____

Credit Card Number: _____ **Expiration Date:** _____ **CVC#:** _____

IT IS MANDATORY THAT YOU NEED TO PROVIDE THE CVC#

CVC#- This number is printed on your MasterCard & Visa cards in the signature area of the back of the card. (it is the last 3 digits AFTER the credit card number in the signature area of the card). You can also find your four-digit card verification number on the front of your American Express credit card above the credit card number on either the right or the left side of your credit card.)

Authorized Signature: _____

Company's Name if different from name above: _____

Notes:

Cardholder authorizes Key Code Media, Inc. to charge credit card for amount shown hereon plus shipping/handling, and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer. If for any reason the credit card Company does not make payment on this account, I agree to pay the amount due to Key Code Media, Inc. plus applicable interest.



CREDIT APPLICATION PROCEDURES:

OUR CREDIT APPLICATION WILL SET THE TERMS AND CREDIT LIMIT OF YOUR ACCOUNT. YOUR PRE-TYPE REFERENCE SHEET WILL BE ACCEPTABLE ALONG WITH THIS SIGNED CREDIT APPLICATION ONLY. IF AMOUNT OF CREDIT DESIRED IS OVER \$50,000, PLEASE ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT WITH YOUR CREDIT APPLICATION.

Please be sure to follow the instruction listed below so that there will be no delay in processing your credit information.

About The Sales Tax:

We will pay the Sales Tax and bill you on each invoice. If you are qualified for post production Sales Tax exemption, please submit the post production sales exemption certificate. If you do not want us to charge any Sales Tax on your account, you will need to submit a Resale Certificate.

Fax To: 818-303-3901

Or

Mail Originals To:

270 S. Flower St.

Burbank, CA 91502

Once your application has been received, it generally takes 2 to 3 weeks for processing, unless your credit references respond quickly and your application has been filled out completely with all the required information.

270 S. Flower Street
 Burbank, CA 91502
 818.303.3900
 818.303.3901- fax

Credit Application

- Request for Open Acct. Status
 New Account
 Request for Credit Increase

Company Name						Date of Application				
Street Address					City		State		Zip Code	
Phone No. () ()			Fax No. () ()			Contact Name				
Prior name(s) under which you did business in five (5) previous years (include (1) all prior corporations with which applicant has merged, and (2) any prior registered trade names or styles).										
Name			Address			City			State	
General Information										
Principal										
Owner, Partners or Officers		% of Ownership		Title		Residence Address				
1	Name						Street			
	Social Security No.						City		State	
2	Name						Street			
	Social Security No.						City		State	
Date Founded					Parent Company					
At Present Location Since Date					Street					
Composition <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership					City		State		Zip Code	
<input type="checkbox"/> Corporation State of _____					Relationship to Parent Company <input checked="" type="checkbox"/> Branch <input type="checkbox"/> Division <input type="checkbox"/> Subsidiary					
Date Incorporated					If your company is a subsidiary, is there any formal guaranty by the parent company?					
Accounts Payable Contact					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attaches copy.					
Are Premises Leased <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					Are you exempt from sales tax? <input type="checkbox"/> Resale <input type="checkbox"/> Ind. Proc. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No State _____ Tax # _____					
Nature of Business					Fiscal Year End: (Please attach a copy of your most recent financial statement)					
Duns No.			Amount of Credit Desired			Federal I.D. Number				
Names of Banks										
Bank Name						Bank Contact Officer			Branch Name	
Street Address						Phone No. () ()			Fax No. () ()	
City			State		Zip Code		Type of Account and Account No.			
Credit Line			Unsecured <input type="checkbox"/>		Secured <input type="checkbox"/>		Secured By			
Bank Name						Bank Contact Officer			Branch Name	
Street Address						Phone No. () ()			Fax No. () ()	
City			State		Zip Code		Type of Account and Account No.			
Credit Line			Unsecured <input type="checkbox"/>		Secured <input type="checkbox"/>		Secured By			
List of Principal Suppliers										
Name						Account No.				
Street Address						Credit Line				
City			State		Zip Code		Contact Person			
Phone () ()			Fax No. () ()			How long has there been a relationship (years) ?				

Name			Account No.
Street Address			Credit Line
City	State	Zip Code	Contact Person
Phone ()	Fax No. ()	How long has there been a relationship (years) ?	
Name			Account No.
Street Address			Credit Line
City	State	Zip Code	Contact Person
Phone ()	Fax No. ()	How long has there been a relationship (years) ?	

CREDIT AGREEMENT

1. Credit Information: The Buyer hereby certifies that the application, statements, trade references, and financial reports submitted to Key Code Media, Inc. is material inducements to the agreement and that any material misrepresentation shall constitute a default hereunder. At the request of Key Code Media, Inc, the Buyer may be required to supply additional supporting documents to secure credit terms on any single given order or the entire liability of the credit line extended. I/We understand that the information furnished on this application is for the purpose of obtaining credit from Key Code Media, Inc. I/ We consent to the obtaining of such information as my be required from time to time in connection with the credit applied for or for any renewal or extension thereof and to the disclosure of any credit information to any credit information to any credit reporting agency or person with whom the Buyer has financial relations. The applicant agrees to advise Key Code Media, Inc of any changes to physical address and phone numbers as well as any financial changes that may cause delay of payment.
2. Payment Terms: All terms are subject to credit approval, otherwise, 50% deposit due with order and the remaining balance due COD unless the purchase order was pursuant to loan or lease with approved financing institution (financing documents must accompany this signed contract. Invoices are due per terms based on invoice date. Partial payment is due on partial shipments. A service charge of 3.5% for credit card payments will be added to all credit card orders.
3. Service charge and/or Interest: Any payments deferred after the due date as specified herein shall bear interest and/or service charges at the rate of 1.5% per month (calculated daily) or the maximum rate allowed by law. In addition, Key Code Media shall have all remedies afforded by the Uniform Commercial Code as adopted in the State of California for any defaults by client. If any invoice remains unpaid, in full or in part, after the due date Key Code Media, Inc has full discretion in obtaining an attorney or outside agency to recovery any and all outstanding amounts. The Purchaser agrees that he/she/it is fully liable or any and all legal and/or collection fees incurred in the collection of any outstanding amounts owing to Key code Media, Inc.
4. Security Interest: Key Code Media, Inc. shall retain title to all goods until Key Code Media Inc. receives payment in full. The Purchaser hereby grants to Seller a security Interest in all goods shipped to the Purchaser and the proceeds thereof until the Purchaser pays for such goods in full. A copy of this Agreement may be filed by Seller at any time as a financing statement in order to perfect Seller's security interest.
5. Representation of Solvency: The Purchaser hereby represents that he/she/it is solvent and that on each delivery this representation shall be deemed received, unless notice to the contrary is given in writing by the Purchaser to Key Code Media, at or before the delivery of goods.
6. Return of Goods: A restocking fee of 20% will be charged on all cancelled or changed orders. No merchandise may be returned without prior consent. No return will be allowed for any items that were delivered over more than 30 days or any custom made items, used and B stock items, software products and maintenance contract. Credit on returns will be subject to the condition of the returned product upon inspection. In the event client reconfigures, reschedules or cancels an order containing special order items, client shall be subject to charges associated with the purchase of said items. Costs may include the full cost of these items in addition to any and all costs, expenses and/or penalties imposed on Key Code Media by vendors for return of goods.
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9. Taxes: Purchaser shall reimburse Key Code Media, Inc. for all taxes, excises, or other charges that Seller may be required to pay to the government upon the sale, production, or transportation of the Goods sold hereunder. A valid Reseller

Certificate or Post Production Exemption certificate must be completed in order to receive the full or partial sales tax exemption.

10. Warranty: Key Code Media technical services are not covered under manufacturer's warranties express or implied. No express or implied warranty of any kind is made with respect to the goods. In addition, no liability is assumed by our company for damage and/or injury resulting from use of products supplied by this company.
11. Limitation of Liability: Except to the extent prohibited under applicable law, in no event shall Key Code Media's liability arising out of this Quotation/Purchase exceed the amount shipped by Key Code Media to the Purchaser hereunder. In no event shall Key Code Media be liable for costs of procurement of substitute products or services, lost profits or any consequential, special, incidental, or indirect damages, however caused and on any theory of liability (including negligence or strict liability), arising out of this quotation. The purchaser acknowledges and agrees that the amounts payable hereunder by the Purchaser are based in part upon these limitations, notwithstanding any failure of essential purpose of any limited remedy.
12. No claim or right arising out of a breach of this contract by client can be discharged, in whole or in part, by a waiver or renunciation of any other claim or right by Key Code Media. This contract supersedes all prior proposals, negotiations and all other terms (including terms implied on customer purchase orders). This contract can be modified or rescinded only by a writing signed by both parties.
13. Both parties agree that California federal and state courts have jurisdiction and venue and this contract shall be governed by the Uniform Commercial Code (as adopted in California) and the substantive and procedural laws of California. The prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled by virtue of this contract and applicable law."

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION-By submitting this form customer agrees that Key Code Media may contact the references provided herein for the sole purpose of obtaining a current credit rating, and further, that Key Code Media may solicit or communicate to others information regarding customers. By signing below you are stating that the information submitted is true and correct and the financial statement truly and accurately reflects the condition of the applicant. Customer understands that the foregoing information is material and will be relied upon in determining whether to extend credit or supply products. Inquires regarding the foregoing terms should be addressed to the Company's Accounting Manager, in writing.

Date

(President, Owner or Partners-All Partners' Signatures Required)
