



APPLICATION FOR CREDIT AND CONTRACT

Business Information		Date: _____
Billing Address: _____		County: _____
Shipping Address: _____		Phone: _____
Billing Contact: _____		Fax: _____
Type of Business: Corporation _____ Partnership _____ Proprietorship _____		Federal I.D. No.: _____
State of Incorporation: _____	Year Established: _____	Sales Tax License No.: _____

Principal Owners or Corporate Officers	
Name/Title: _____	Address: _____
Name/Title: _____	Address: _____
Name/Title: _____	Address: _____

Bank Reference	
Bank Name: _____	Phone: _____
Address: _____	Fax: _____
Bank Officer/Contact: _____	Acct. No.: _____

Business References	
Company Name: _____	
Address: _____	
Contact Name: _____	Phone: _____ Fax: _____

Company Name: _____	
Address: _____	
Contact Name: _____	Phone: _____ Fax: _____

Company Name: _____	
Address: _____	
Contact Name: _____	Phone: _____ Fax: _____

CMG, INC.
Application for Credit and Contract Terms and Conditions of Sale

This application is submitted by the undersigned (hereafter referred to as "Applicant") for the purposes of obtaining an open charge account with CMG, Inc. and its divisions and affiliates (hereinafter referred to as "CMG"). All representations are accurate, complete and truthful to the best of the Applicant's knowledge and belief. Applicant agrees and understands that the terms of CMG are:

1. Except for extended term contracts, current billings are payable upon receipt of invoice. Applicant agrees to pay the amount due within thirty (30) days of each invoice therefore. Balances beyond thirty (30) days will be subject to a one and one-half percent (1½) finance or interest charge per month (18% per annum) or the highest rate allowable by law. Applicant's account will be delinquent when any part of the account is thirty (30) days past due. CMG reserves the right to apply any and all payments at its sole discretion.
2. Applicant agrees that it shall be liable for all costs and fees, including CMG's attorney fees, and expenses incurred in pursuit of and/or collection of any and all amounts due, including interest. Applicant agrees that legal jurisdiction of this and all future contracts shall be at Madison, Wisconsin, USA, or customer location at option of CMG.
3. If Applicant presents Financial Statements as part of this application, or in the future, they will be attached hereto and made a part thereof. Applicant agrees to submit Financial Statements as requested by CMG. Financial Statements submitted in connection with this application or as requested by CMG will be accurate, complete and truthful. Applicant acknowledges that CMG will rely upon same.
4. Applicant understands and agrees that all material returned for credit must be with prior approval and shall be subject to a normal restocking charge. Applicant agrees that any dispute must be submitted in writing and delivered with reasonable timeliness (usually 30 days) via certified mail to the corporate office at 301 Yard Dr., Verona, WI 53593, Attn: Credit Manager. Likewise, any checks marked "payment in full" must be sent via certified mail to the corporate office at 301 Yard Dr., Verona, WI 53593, attn: Credit Manager. It is agreed that checks marked "payment in full" or other language with similar intent shall not relieve CMG of any rights whatsoever.
5. Applicant understands and agrees that it grants CMG a security interest in and to any and all goods and material sold or delivered to Applicant by CMG to secure performance and payment of all obligations and indebtedness from Applicant to CMG.
6. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by CMG prior to acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes; and where applicable, such taxes shall be billed as a separate item and paid by the buyer. CMG reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotation only; any increase or decrease in quantities is solely at the option of CMG. CMG assumes no responsibility for quoted materials meeting any job specifications or requirements unless specifically so stated in written quotation. CMG is merely quoting its interpretation of Buyers requirements and bill of material.
7. As to goods delivered by CMG's truck, ownership passes upon delivery at the place Buyer receives possession, and thereafter, all risk of loss or damage shall be on Buyer. Deliveries by common carrier are F.O.B. shipping point. On direct shipments from manufacturers, ownership passes to Buyer at point and time of delivery to carrier, and thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. CMG assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter.
8. CMG's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. CMG shall not, under any circumstance, be liable for any labor charges without the prior written consent of CMG. CMG shall not in any circumstance be liable, whether as a breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substituting products, facilities or services, downtime costs, or claims of customers of the buyers for such damages. If CMG furnished Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, this furnishing of such advice or assistance will not subject CMG to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
9. An acknowledged order may be cancelled by the Buyer only if agreed to by CMG and upon payment of reasonable charges based upon expenses already incurred and commitments made by CMG.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon CMG unless specifically addressed in writing by an authorized representative of CMG's management. PURCHASER ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS SUPERSEDE ANY TERMS AND CONDITIONS ON ANY PURCHASE ORDER ACCEPTED BY CMG, INC.

It is agreed that sales of products or services rendered by CMG, Inc. and its affiliates and divisions (hereinafter referred to as "CMG") will be based on the terms and conditions found herein and on the reverse side of this form. If Applicant is a corporation, partnership, LLC, or other business entity, the undersigned affirmatively states that he is authorized to make application on behalf of said corporation and to obligate same for any credit extended thereto as a result of this application; and further that the corporation on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until such notice to the contrary is given in writing to CMG, Inc. at 301 Yard Dr., Verona, WI 53593. Applicant certifies that the business is not insolvent, and hereby authorizes any individual, corporation or credit agency to disclose to CMG, orally or in writing, any information pertinent to the application and agrees that credit information may be given to other trade sources and credit reporting agencies as a normal course of business. If Applicant is an individual, sole proprietorship, or partnership, applicant gives express authority to CMG to, at the sole discretion of CMG, investigate and obtain any information deemed useful by CMG and connected to the establishment of an open credit account with CMG including, but not limited to, bank, personal and trade references, consumer reports, and credit bureau reports.

Notice to Applicant – Sign This Agreement Only If You Have Completely Read It. You Are Entitled To A Copy Of The Signed Agreement. By Signing This Agreement, You Acknowledge That You Have Read The Entire Application, Including The Terms And Conditions, And Agree To Same, In Full.

 Signature

 Name of Person Signing

 Telephone Number

Guarantee of Indebtedness

For value received, and in consideration of Applicant applying for credit herein, the undersigned Guarantor(s) in order to induce CMG, Inc. and its affiliates and divisions (hereinafter referred to as "CMG") to extend credit to applicant herein, does hereby consent to the terms above and does unconditionally personally guarantee all sums which may be owed by applicant to CMG, whether said indebtedness is due now or hereafter incurred, including but not limited to the payment of all costs of collection and attorney's fees. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with CMG all without notice to the undersigned Guarantor(s). CMG may jointly or independently modify the indebtedness, accept or release collateral, or release the Applicant without releasing the undersigned Guarantor(s) any or all of which actions may be taken without notice to Guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s) and such releases may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Madison, Wisconsin. "The undersigned Guarantor(s) hereby consent to CMG use of non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as guarantor(s) in connection with the extension of the business credit as contemplated by this credit application. The undersigned hereby authorize(s) CMG to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq."

Signed this _____ day of _____, 20_____

 Guarantor's Signature (without title)

 Guarantor's Signature (without title)

 Print Name

 Print Name

 Social Security No.

 Social Security No.