

Please fill out this form as completely as possible so that all relevant information can be used to process your request. CounterPoint® is hereafter referred to as "The Company".

**Applicant Information:**

Business Name	Principal Business (mfg, distributor, resale, etc.)
Business Type (corp., sole proprietorship, d.b.a., etc.)	When Formed      State of Incorporation or Formation
Accounts Payable Contact	AP Contact Direct Telephone      Extension
AP Contact Fax	AP Contact Email

Billing Address

Name and title of Proprietor/Partner

Name and title of Proprietor/Partner

Name and title of Proprietor/Partner

I have attached appropriate credit and bank references.

**Bank References:** Include the name of the Bank or other banking institution, the account number, the phone number of the bank, the address of the bank.

Bank Name	Account #	Phone #
Address		
City, State, Zip Code		

**Trade Credit References:** Credit has been established at the following three. Include all information.

Name	Name	Name
Address	Address	Address
City, State, Zip Code	City, State, Zip Code	City, State, Zip Code
Phone	Phone	Phone
Email or Fax	Email or Fax	Email or Fax

I hereby attest that everything in this credit application is true and correct to the best of my knowledge and acknowledge receipt of The Company's Terms and Conditions. I understand that The Company will retain this credit application and I hereby authorize The Company to use it for any and all lawful purposes. The Company and its agents are hereby authorized to check our credit history and practices and to answer any questions about The Company's credit experience with us. The Company, its officers, agents, attorneys, owners, principals, etc., no matter how described or designated, is and are specifically released from any and all liability resulting from or attached to their collection and/or dissemination of any information contained in this credit application or obtained during or as part of any credit investigation or as part of any credit report to any person, entity or agency.

_____ (FOR THE CUSTOMER - SIGNATURE REQUIRED)	_____ (PRINTED NAME)	_____ (TITLE)	_____ (DATE)
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Please return a scanned .pdf of the signed top page of the application to hhar@counterpointmats.com, or fax back to (877) 579-8901. Please note, we do not need the back page, the Company's Terms and Conditions are to be retained by you as a reference.

# TERMS AND CONDITIONS

- Keep this page for your records  
CounterPoint® is hereafter referred to as "The Company".

The following terms and conditions are stated here for your information. If you have a question about them, please feel free to discuss them with your Sales Counselor or a member of the Company's management. However, in all situations, these written terms and conditions will apply to all orders received and produced by The Company. If you still have any questions or concerns about these terms and conditions, consult with competent legal counsel of your own choice. By signing and returning the credit application, Customer acknowledges that he or she has read all of the terms and conditions stated herein, fully understands same, and hereby consents and agrees to be bound by such terms and conditions.

**PAYMENT TERMS:** When credit is established, payment terms are FIRM NET 30 DAYS. Customer agrees to pay all charges incurred with any order within thirty (30) days of invoice. Any invoices remaining unpaid after thirty(30) days shall be subject to a late payment charge of 1½% per month of the past due amount. If necessary, The Company may place a Customer on credit hold and halt production of pending orders until the account is brought current. If it should become necessary to take legal action to collect any past due amounts, including any late payment charges, Customer agrees to pay all collection costs, including attorneys' fees and related costs.

**TAXES:** Sales taxes will be collected in all appropriate situations unless tax exemption certification is received prior to the date of invoice.

**FOB:** NEVADA

**CONFIDENTIALITY:** Customer agrees and warrants that all information obtained from any source by Customer pertaining to the manufacture of Customer's order by The Company, including information pertaining to processes used, suppliers of material, software utilized, etc. is to be held in confidence and not discussed with or disseminated to any other person or entity at any time.

**OWNERSHIP:** Customer understands and agrees that the films, digital files, plates, and dies, if any, produced for a job are the property of the Company. Customer agrees that the Company is the sole owner of any and all trademarks, registered or otherwise, claimed by The Company and included in any of The Company's catalogs, other promotional or informational materials, product, product packaging, labeling or product information, without limitation.

**VENUE:** Customer agrees that this agreement shall be governed by the laws of the State of Nevada. Furthermore, if it should become necessary to commence litigation to enforce or clarify any provision contained herein, or to enforce any of the rights contained or inherent with this agreement, Customer expressly agrees that the venue for said action shall be either in the State Court's of the County of Clark, State of Nevada or in the United States District Court for the District of Nevada, located in Clark County, Nevada.

**COPYRIGHTS:** Customer acknowledges and warrants that they have legal rights to or legal permission to use all images supplied for reproduction, either digitally or conventionally, and such images are otherwise unencumbered by copyright or any other usage right connected to the image(s) under either U.S. or International law. Customer further agrees to hold harmless and indemnify The Company for all claims and expenses, no matter how described or designated, including attorneys' fees and/or costs, for any actions at law or equity that may result from the use of these images.

**RESERVATION OF RIGHTS:** Customer expressly agrees that The Company retains all rights inherent to it as a manufacturer and/or distribution of products, goods and/or services, and reserve the right to change any portion of such without notice or limitation

**SEVERABILITY:** Customer agrees that if any Court of competent jurisdiction should find that any part or parts of these Terms and Conditions is in violation of any applicable state or federal law or laws, that the remainder of the Terms and Conditions shall not be effected, except as directly impacted by the omission of the offending section(s) and shall be interpreted, as far as legally possible, to give full force and effect to said remaining sections.