

Cineworks Digital Studios, Inc. Terms & Conditions

Cineworks Digital Studios, Inc. (CDS) will receive, develop, print, and store Client's films, materials, or tapes only at the risk of the Client. CDS does not assume responsibility for any loss or damage to such films, materials or tapes from any cause whatsoever, including, but not limited to, accidents, theft, fire, machine damage, or negligence on the part of CDS, its employees or agents. CDS assumes no risk for, and makes no guarantees regarding the safety of Client's property on route to or from CDS, or on premises whether in production or storage.

CDS does not extend any warranties or assume any liability with respect to the processing of film and/or tape, including any implied warranty of merchantability or any implied warranty of fitness for a particular purpose. CDS shall not be responsible for loss of any kind whatsoever due to delays or failures in performance caused directly or indirectly by any other cause whatsoever.

CDS strongly advises clients to secure insurance coverage on all materials delivered to us against any and all loss and risk, specifically with respect to Original Negative Film (Negative Insurance). Clients should retain a duplicate copy of all tapes or any other materials delivered to CDS.

CDS upon written request of the Client and upon satisfaction of all outstanding balances, CDS will return Client's materials to Client at Client's expense. Any other Client materials that remain in the possession of CDS for more than 60 days after completion of services will be shipped to the Client's address on file; CDS will not be liable at that point. CDS retains the right to discard or destroy any and all film, tapes or other client materials after 1 year of completion of Client's work. CDS will hold a lien thereon against the general balances due to CDS by the Client, whether in respect to processing, transfer, editing, storage charges or otherwise.

Bookings of transfers, lab, and/or other services will not be confirmed unless a Work Order form is returned to CDS 48 hours prior to booking. Booking will be considered "on hold" until signed confirmation is returned to CDS.

Bookings with respect to transfers, lab, and/or other services may be cancelled or rescheduled by Client up to 48 hours prior to the reserved booking. If booking is re-scheduled CDS will issue a revised confirmation. Client must provide cancellations in writing. Cancellation within 48 hours of reserved time will result in billing of the services to client at 50% of usual listed cost for services. Cancellation within 24 hours of reserved time will result in billing of the time to client at 100% of usual listed cost of service.

With respect to any unused portion of any transfers, lab, and/or other services, Clients will be billed 80% of the unused portion of the session at the same rate established for that session.

All accounts are subject to COD terms unless prior credit approval has been established. Terms for established accounts will be net 30 days. CDS will assess a "late payment" fee of 1½% per month on past due balances. Any and all costs and expenses including legal fees and costs incurred from efforts to collect past due balances will be charged to Client.

Notwithstanding the foregoing, in the event of any loss, damage or destruction of Client film or tape as a result of negligence on the part of CDS's employees or agents, CDS will credit the Client for the cost of the raw stock or blank tape and the total of any amount previously paid to CDS by the Client for processing the same. This shall be the sole and exclusive remedy against CDS, regardless of the nature of the claim. In any event the liability of CDS shall not exceed value of the work performed by CDS and its agents.

All materials and services provided by CDS are subject to all of the terms & conditions as set forth in this company's "Terms and Conditions" documentation.

All rates and pricing are subject to review and/or change without notice.

Credit Application

The undersigned company is applying for credit with Cineworks Digital Studios and agrees to abide by the standard terms and conditions of Cineworks Digital Studios as printed on the reverse side.		
Company Name:	DBA (if Applicable):	Date:
Contact Person	Phone Number	Fax Number
Address:	City, State, Zip:	
Federal Tax ID # or Social Security #	# of employees	
Type of Business:	Date Business Established	
Types of Products You Will Purchase	Amt. of Credit Requested	

Are You A:		
CORPORATION	State of Incorporation:	
Corporate Officers		
Name	Title	
Address	City, State, Zip	
Name	Title	
Address	City, State, Zip	
Name	Title	
Address	City, State, Zip	
Resident Agent		
Name		
Address	City, State, Zip	

PARTNERSHIP	Names of Partners	
Name	Title	
Address	City, State, Zip	
Name	Title	
Address	City, State, Zip	
Name	Title	
Address	City, State, Zip	

SOLE PROPRIETORSHIP		
Are you sales tax exempt? Yes	No	Purchase Order Required? Yes
		No
Have you ever had credit with us before? Yes		
No		
If yes, under what Name?		
Authorized Purchasers?		

TRADE REFERENCES				
	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
1				
2				
3				

BANK REFERENCES				
Name Of Bank	Account #	Contact Person	Phone #	Address

I represent that the above information is true and is given to induce Cineworks Digital Studios to extend credit to the applicant. My company and I authorize Cineworks Digital Studios to make such credit investigation as Cineworks Digital Studios sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Cineworks Digital Studios any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

Authorized signature:

Printed name:

Title:

Date:

GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE

NET 30 DAYS.

NO ADDITIONAL CREDIT WILL BE EXTENDED TO PAST DUE ACCOUNTS UNLESS SATISFACTORY ARRANGEMENTS ARE MADE WITH OUR CREDIT DEPARTMENT.

PERSONAL GUARANTEE: IF THE CREDIT CUSTOMER IS A CORPORATION, THEN THOSE SIGNING THIS APPLICATION, WHETHER SIGNING AS AN OFFICER OR NOT, PERSONALLY GUARANTEE PAYMENT FOR ALL ITEMS PURCHASED ON CREDIT BY THE CORPORATION.