



CREDIT APPLICATION- ETHERAL HOME THEATER

For purpose of obtaining credit from **ETHEREAL HOME THEATER** and/or any subsidiary of Ethereal Home Theater, the undersigned offers the following as a true and accurate statement and agrees to immediately notify **Ethereal Home Theater**, in writing, of any material changes therein, of ownership, or management of operation of said firm, as well as address/email/telephone changes.

FIRM NAME: _____ TELEPHONE: _____

D/B/A: _____ FAX: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE: _____

SHIP TO ADDRESS, IF DIFFERENT FROM ABOVE: _____

CITY: _____ STATE: _____ ZIPCODE: _____

ETHEREAL CUSTOMER#: _____ CREDIT LIMIT REQUESTED: _____

EMAIL ADDRESS: PURCHASING CONTACT _____

SET UP UPS TRACKING INFO No Yes **Email:** _____

TYPE OF ENTITY:

- CORPORATION (If you are using a fictitious business name, please include the fictitious business name)
- LIMITED LIABILITY COMPANY
- LIMITED PARTNERSHIP RESALE # _____
- PARTNERSHIP FEDERAL TAX I.D. # _____
- SOLE PROPRIETORSHIP BUSINESS START DATE: _____

A. IF A CORPORATION: Name and address of officers

Chairman of the Board's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

President's Name: _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

Vice President's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

Secretary/Treasurer's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

Accounts Payable Contact - Name _____

Telephone _____ Email Address _____

B. IF A LIMITED LIABILITY COMPANY: (LLC) Names and addresses of partners/members

Partner/Member's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

Partner/Member's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

Partner/Member's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

(Please list any other Partners on a separate sheet of paper with the same information above.)

C. IF A LIMITED PARTNERSHIP:

Partner's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

Partner's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

Partner's Name _____

Home Address _____

City _____ State _____ ZipCode _____ Telephone _____

(Please list any other Partners on a separate sheet of paper with the same information above.)

D. IF A SOLE PROPRIETORSHIP :

Owner's Name _____

Social Security # _____ Driver License # _____

Home Address _____

City _____ State _____ ZipCode _____ Home telephone _____

E. TRADE REFERENCES: (please list five (5) minimum)

Business Name: _____ Acct#: _____ Contact: _____

Acctg Tel # _____ Fax# _____ Email: _____

Business Name: _____ Acct#: _____ Contact: _____

Tel # _____ Fax# _____ Email: _____

Business Name: _____ Acct#: _____ Contact: _____

Tel # _____ Fax# _____ Email: _____

Business Name: _____ Acct#: _____ Contact: _____

Tel # _____ Fax# _____ Email: _____

Business Name: _____ Acct#: _____ Contact: _____

Tel # _____ Fax# _____ Email: _____

F. BANK REFERENCES:

Bank Name: _____ Account #: _____
Telephone# _____ Fax# _____ Email: _____

Bank Name: _____ Account #: _____
Telephone# _____ Fax# _____ Email: _____

G. ENTITY DOCUMENTATION (REQUIRED):

Corporation: Please provide a copy of the articles of incorporation and including which state you are incorporated in.

Limited Liability Company: Please provide a copy from secretary of state a statement of partners.

Limited Partnership, Partnership or Sole Proprietor: Please provide a copy of your fictitious business statement.

All: Please provide a copy of your resale certificate and your business license (if the city you do business in requires a business license).

H. PAYMENT TERMS

REMIT PAYMENT TO: **ETHEREAL HOME THEATER**
PO BOX 936931
ATLANTA, GA 31193-6931

Please choose ONE method of delivery for invoices:

- Delivery by mail through US Postal Service
- Email Delivery Email Address for Invoices: _____

Please choose ONE method of delivery for statements:

- Delivery by mail through US Postal Service
- Email Delivery Email Address for Statements: _____

All invoices, unless otherwise specified on the invoice or agreed upon in writing in other specified instruments such as a buyer's order and receipt are payable in 30 days of receipt. All invoices not paid within thirty (30) days are subject to a 1.5% per month service charge retroactive to date of delivery. Returned checks are subject to a fee of \$32.00.

The undersigned agrees to pay reasonable attorney fees and cost of collection and interest at the maximum legal rate in the event of any default under this obligation.

Customer authorizes ETHEREAL HOME THEATER or its agent to obtain bank references, credit references and credit reports for the purpose of establishing, maintaining or enforcing a credit relationship. Upon approval of credit, I/We agree to pay our accounting according to the terms granted and I/We acknowledge that I/We have read and fully understand Paragraph 1 and Page 5 of this application.

Please print full name, title/position, date and sign. Application must be signed by owner, managing partner, or authorized corporate officer of the company.

DATED this _____ day of _____, 20_____.

BY: _____
Signature

Print Name: _____

Title: _____

PERSONAL GUARANTEE

This personal guarantee is made for the benefit of, and to obtain credit on a continuing basis from ETHEREAL HOME THEATER. The undersigned hereby guarantees the performance of all obligations including but not limited to payment of all present and future indebtedness to ETHEREAL HOME THEATER or any of its divisions or subsidiaries whether secured or unsecured and regardless of how the indebtedness is represented or incurred and regardless of prior notice, demand or pursuit of remedies against the party primarily liable. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice. This guarantee shall continue in effect until the undersigned arising there under prior receipt of such written notice.

The undersigned hereby authorizes ETHEREAL HOME THEATER or its agent to investigate his/her credit and authorizes any bank, mortgage lender or landlord, credit reference or any other party to release information to ETHEREAL HOME THEATER or its agent, and hold harmless for said disclosure. The undersigned grants a security interest in all goods sold, and agrees to pay reasonable attorney fees and cost of collection and interest at the maximum legal rate in the event of any default under this obligation.

Name: _____

Address: _____

Social Security # _____

Driver's License - State and No: _____

Signature: _____ Date: _____

TERMS:

Net 30 days from date of invoice on approved accounts. Minimum order \$50.00

FREIGHT:

Freight on Board (F.O.B.) from point of shipment. Freight will be charged on all drop-shipment orders.

CREDIT:

In order to establish a credit line with Ethereal Home Theater, an application for credit must be submitted listing a minimum of five (5) trade references and bank, including addresses, phone and fax numbers, and must be signed by a principal or authorized officer of the company. We reserve the right to access Experian, D&B and any other credit agencies to secure credit references. A credit line will be established by our credit manager and must be maintained in a current status according to our terms (Net 30 days). Credit not established or revoked requires remittance with order.

CLAIMS:

Title and risk of loss passes to buyer at F.O.B. shipping point and all claims must be filed with carrier. Any discrepancies must be reported to Ethereal Home Theater within 10 days of receipt of shipment.

RETURNS:

All sales are final. No returns or exchanges will be allowed without prior written authorization from Ethereal Home Theater. All returns are subject to a 20% handling charge, must be in saleable condition, and must have been purchased WITHIN 60 DAYS OF RETURN REQUEST. No stock balancing permitted. Copies of invoices must be mailed in advance for any return authorization (R.A.)

LIMITED WARRANTY:

Ethereal Home Theater warrants all of its products to be free from defects in material and workmanship for a period of 60 days from date of shipment. Ethereal Home Theater will, at its option, repair, replace, or allow credit on any part which, in Ethereal Home Theater's opinion, is found defective under normal use. Warranty void on any items misused, altered in any way, tampered with or serviced by anyone other than Ethereal Home Theater. This warranty of merchantability of fitness neither assumes or authorizes any other person to assume for it, any other liability in connection with its products. In no event shall we be liable for any incidental or consequential damages, or do we assume any other liability for any incidental or consequential damages, or do we assume any other liability except provided herein.

BACK-ORDERS:

If an item is temporarily unavailable for immediate shipment. We will back-order the item and ship as soon as possible unless you otherwise advise us to cancel the back-order.

ETHEREAL HOME THEATER RESERVES THE RIGHT TO MAKE CHANGES IN OR DELETIONS OF PRODUCTS OR PRICES WITHOUT PRIOR NOTICE.

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