

**FINANCIAL, SHOPPING CENTER & RETAIL DEVELOPER
SHORT APPLICATION FOR OPEN ACCOUNT**

Standard retail accounts
must complete the standard credit application
available by calling or visiting our website.



(Buyer):

Mall/Center Name _____

Legal Business Name _____

Fed Tax ID#: _____ Corporation Partnership Sole-Proprietor

Phone: _____ Fax: _____

General Manager: _____ E-mail: _____

Marketing Director: _____ E-mail: _____

Marketing Assistant: _____ E-mail: _____

BILLING Address: _____

City _____ State _____ Zip _____

SHIPPING Address: _____

(if different than above)

City _____ State _____ Zip _____

A/P Contact Name: _____ A/P Phone: _____

Bank Name: _____ Bank City & State: _____

Bank Officer: _____ Bank Account # _____

All accounts net 30 unless otherwise agreed to in writing with Seller.

Buyer agrees to pay all invoices in accordance with the stated terms or service charges will be assessed on delinquent invoices at the rate of 1½% per month (18% APR) plus an administrative/accounting fee of \$2.00 per month; together with any court costs, reasonable attorney's fees and all other costs of collection that the Seller may incur in enforcing the terms of this agreement, all without relief from valuation and appraisal laws. All accounts 60 days past due will be sent to collections. All costs of collection services will be added to Buyer's balance due prior to sending to collections. Buyer authorizes Seller to process a bank draft for all uncontested invoices, finance charges, and costs of collection not paid within 90 days of invoice due date to be drawn on the bank account listed above. If legal action becomes necessary, be either Seller or Buyer, it is also agreed that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and all other respects by the laws of the State of North Carolina. Parties hereby waive trial by jury and agree that the municipal, superior or circuit court of Wake County, North Carolina, shall be the court of proper venue and jurisdiction in the event of legal action. Notwithstanding any other provision contained herein or imposed by the law, CyberGraph's warrantee hereunder shall be limited to the sales price of the merchandise and our services as recited in the invoice. Seller must be notified within 48 hours of receipt of goods specifying nature and amount of dispute. All deliveries are FOB our and our suppliers' warehouses. Transportation and delivery charges are prepaid and added to the invoice. All sales subject to the ordering terms and conditions as posted at Seller's Web site as posted on the date the order is placed.

If you are exempt from North Carolina Sales & Use Tax, we are required by the state to have a valid, properly completed tax-exempt form. No order shipping to North Carolina will be exempted from sales tax unless we have a copy of the proper tax-exempt form on file. Exemption certificates can be faxed to 1-919-838-9126.

All orders placed with Seller are governed by the terms and policies posted on the Seller's website as of the date the order is received by Seller. Terms and policies subject to change without advance notice.

Buyer's Printed Name

Buyer's Signature Date

Buyer's Title (Must be an officer or authorized designee)

Seller:

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