

CREDIT APPLICATION

Company Name _____

Type of Business: SOLE PROPRIETORSHIP
 PARTNERSHIP
 CORPORATION where? _____
 SUBSIDIARY
 DIVISION

Address _____

City, State, Zip _____

Accounts Payable email address _____

DUNS NO. _____

Accounts Payable Contacts _____

Phone Number (____) _____

Number of Employees _____

Sales Volume \$ _____ Credit Line Requested _____

No. of Years In Business Under This Name _____

No. of Years At This Location _____

Payment Personally Guaranteed?
 Yes No By _____

Title _____

OWNERSHIP

Name of Owner	Phone Number		
Home Address	City	State	Zip
Name of Owner	Phone Number		
Home Address	City	State	Zip

TRADE REFERENCE (3 are required)

Company Name	Phone Number:	Fax Number:
Website URL:	City	State Zip
Company Name	Phone Number	Fax Number:
Website URL:	City	State Zip
Company Name	Phone Number	Fax Number:
Website URL:	City	State Zip

BANK REFERENCE

Bank Name	Account#	Phone Number
Address	City	State Zip
Fax number:	Account manager:	

In the event of litigation due to delinquent payment, Customer will be responsible for all legal fees incurred.

All statements made herein are true and accurate to the best of our knowledge. We authorize MagpieRadio Corp., its agents, and third parties it has duly authorized to make any and all inquiries necessary to verify the information contained on this application. We hereby indemnify MagpieRadio Corp., its agents, and third parties it has duly authorized from any liability resulting from their credit survey activities. Before purchasing, we will have read, understood and thereby unconditionally agree to the Standard Terms and Conditions of Sale-Article Sheet AS-1 in the enclosed application sheet.

Authorized Signature _____

Title _____ Date _____

Visit us on the web;
<http://www.cdman.com> <http://www.magpie.fm>

mailing address for account payments only:
 MagpieRadio Corp.
 4794 West 6th Ave, Vancouver, BC, V6T 1C5
 FAX: 888-696-1999 TEL: 888-696-1999
 questions? email: accounting@magpiero.com

PLEASE EMAIL THIS FORM
accounting@magpiero.com
 Or FAX TO:
 888-696-1999

MagpieRadio Corp. Standard Terms and Conditions of Sale Article Sheet AS-1

1. Authorization of work: MagpieRadio Corp. and its subsidiaries, whether directly or through authorized third parties ("CDman", "we", "our"), will perform work or provide services with respect to any related duplication or replication master material ("Duplication Material"), related packaging material ("Packaging Material"), and/or films, screens, or other related labeling material ("Labeling Material") towards the production of an optical disc and other material produced by CDman ("Product"), only upon receipt at its offices of a purchase order or written authorization relating to such work or services signed by the Owner of such Duplication Material or his/her duly authorized representative and a certificate(s) of tax exemption, if applicable. CDman reserves the right to produce and bill for production overruns up to 10% over the Customer's order for Product and the Customer agrees to pay for the order plus the overrun. The Customer agrees that its order will be considered complete for shipment provided that at least ninety percent of the total quantity ordered has been produced.
2. The Customer hereby grants to CDman and CDman hereby accepts from the Customer, a non-exclusive and royalty-free license to manufacture the Product from the master recording forming part of the Duplication Material identified in this order and to use any related photographs, biographical material, label data, or album cover artwork, or any other materials provided to CDman hereunder by The Customer, for that purpose.
3. Prices are FOB our plant, which for clarity is FOB shipping, and are subject to change without notice. Shipment is by regular ground service unless otherwise specified by the Customer. CDman is not responsible for loss or damage once and at any moment after any product has left our premises.
4. Terms of payment: All amounts are due according to the payment terms stated, which may include the provision of a Letter of Credit in form and substance satisfactory to CDman. CDman reserves the right, among other remedies, either to terminate this Agreement or to suspend further deliveries upon failure of The Customer to make any payment as herein provided. Should any amount remain outstanding after its due date, interest shall run on said amount from the initial billing date at the rate of one and one-half percent per month (18% per annum) and shall accrue daily. Notwithstanding the foregoing, CDman may, at its sole discretion, require part or full payment in advance for any work or services to be performed, or may require such security or guarantee of payments as it may in its discretion see fit. In addition to the foregoing, The Customer shall pay any or all costs, fees, charges or expenses of every nature (expressly including reasonable legal fees) incurred by CDman in recovering any amounts owed to it by The Customer. In addition to the purchase price, The Customer shall pay CDman the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by net income) that CDman may be required to pay with respect to the production, sale and transportation of any Duplication Material, Packaging Material, Labeling Material or Product delivered hereunder, except where the law otherwise provides.
5. CDman warranty of product: The following warranty is the sole warranty given by CDman to The Customer in respect of the work or services to be performed or provided by CDman and excludes the application of any other warranty or guarantee of any nature whatsoever, whether legal, conventional or customary. CDman warrants the material produced and delivered by CDman hereunder meets CDman standard specifications for the material or such other specifications as have been expressly made a part of this Agreement and that such material is adequately contained, packaged and labeled. If any compact disc or other material produced by CDman ("Product") from or through the use of Duplication Material Packaging Material or Labeling Material is found to be defective in quality, or is shipped or labeled in error, CDman will replace or repair such defective Product and/or correct such error in shipment or labeling at its own expense, on the condition that: a) written notice of such defect or error is received by CDman at its office within ten days after its arrival at destination; and b) the defect or error did not result from a defect or error in the Duplication Material Packaging Material and/or Labeling Material supplied by or on behalf of The Customer. If said notice is not received by CDman within the delay indicated above, CDman will be deemed to be released from any and all liability. The Customer shall return any defective Product to CDman should CDman so request. CDman's liability for breach of warranty hereunder is limited solely to the replacement or the repairs, as the case may be, of defective Product which shall be resumed to CDman's plant or to any licensed dealer of CDman for such purpose as required. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, OR IMPLIED) INCLUDING WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SET FORTH ABOVE AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
6. Delivery Times: Unless otherwise stated on this order and agreed upon in writing, delivery times are estimates.
7. Storage of duplication material, packaging material and labeling material: CDman does not store Duplication Material, Packaging Material and Labeling Material.
8. Termination: Customer orders for products not yet manufactured by CDman may be terminated by either party upon 30 days written notice. The Customer will be responsible for all costs incurred by CDman related to pre-manufacturing or manufacturing of any product, prior to receipt of notice of termination. After such termination, The Customers' original materials and any completed product may be delivered to The Customer only after all sums owing to CDman have been paid in full by cash or certified check.
9. Limitation of Liability: Any or all work performed by CDman for the benefit of The Customer is performed at the sole risk of The Customer. Except as expressly set forth above, CDman Disc Inc. does not in any way warrant or guarantee and is in no way responsible for the quality of service provided by CDman, the results of any work or services provided by CDman or any delays in providing such services or any damages or loss of any kind (including loss, destruction, or partial or full deterioration of Duplication Material, Packaging Material or Labeling Material) due to any cause whatsoever, including, without limiting the generality of the foregoing, damages due to: the method of work employed by CDman; the quality of services provided by CDman; negligence or error by CDman or by any of its employees; faulty maintenance, defective machinery or faulty equipment, notwithstanding the fact that CDman is or should be aware of any of the foregoing; and fire, theft, vandalism or any fortuitous event or force majeure or other event outside the control of CDman. Moreover, CDman is not responsible for any loss of revenue or profit or other financial damages of any kind whatsoever, whether direct or indirect, suffered by The Customer for any reason referred to above. The Customer shall indemnify and hold CDman harmless from and against any damage, loss, liability or expense claimed by a third party arising from any cause whatsoever, including negligence on the part of CDman. CDman shall not be liable under any circumstance for consequential or incidental damages or lost profits.
10. Representations and warranties of customer: The Customer represents and warrants, throughout any period of time in which services of CDman are required, that it is the sole owner of any Duplication Material, Packaging Material or Labeling Material remitted to CDman or that it has the right and authority to reproduce said Duplication Material, Packaging Material or Labeling Material. The Customer further represents and warrants that any work performed on said Duplication Material, Packaging Material or Labeling Material by CDman will not constitute a breach of ownership rights or an infringement of any patent, trade or service mark or copyright of any third party, wherever located. The Customer shall remit to CDman written evidence of its rights in accordance with the requirements of all applicable law. The Customer shall indemnify and hold CDman harmless from and against any damage, loss, claim, liability or expense arising out of any breach of the above-stated representations and warranties.
11. Security: As security for any and all amounts owing by The Customer to CDman, The Customer shall be deemed to have pledged to CDman all Duplication Material, Packaging Material, Labeling Material and Product ("Pledged Property"), whether or not said amounts are related to work or services performed with respect to the Pledged Property. In the event of default of payment in accordance with the terms of paragraph 4, CDman shall be entitled to retain the Pledged Property until paid in full and shall be entitled to exercise its rights in the Pledged Property as a holder of a security interest under the Uniform Commercial Code or any other applicable law.
12. Credit approval: Shipments, deliveries and performance of work shall at all times be subject to the approval of CDman's credit department. CDman may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon terms and conditions satisfactory to such department.
13. Force majeure: Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including, without limitation, delays by subcontractors or suppliers. The party whose performance is prevented by such contingency shall have the right to omit during the period of such contingency all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable under this Agreement shall be reduced by the quantity so omitted. If, due to any such occurrence, CDman is unable to supply the total demands for any product specified in this agreement, CDman shall have the right to allocate its available supply among its Customers in a fair and equitable manner. In no event shall CDman be obligated to purchase material from others in order to enable it to deliver Product to The Customer.
14. Miscellaneous: These Standard Terms and Conditions of Sale and Orders may not be modified orally, no waiver, amendment or modification shall be binding or effective unless in writing and signed by the part to be bound.

We do not store additional overs, booklets, masters, films or digital archives. We disclaim all liability for materials left in our possession after the final billing invoice.

MagpieRadio Corp.,