

# New Day Christian Distributors, Inc. - New Store Account Application/Agreement

Thank you for allowing us to serve you. In order for us to begin our working relationship, please read and fill out ALL the information requested below. Please sign where indicated and attach your most recent financial statement and a copy of your Certificate of Resale or Tax Exempt certificate to this Application when sending it to us. Until credit is established, all orders must be paid for by credit card or shipped C.O.D. Cash Only. Please make sure the Credit Agreement AND Guaranty are signed by the OWNER. We will notify you when credit has been established.

## Application

Type of Account Requested (Please circle one):

Net 30 – Credit Amount Requested \$ \_\_\_\_\_ / C.O.D. / Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVV \_\_\_\_\_

Exact Name of Store \_\_\_\_\_

Status (Please check one): Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Year Business Started: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Fax No. \_\_\_\_\_

Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email address: \_\_\_\_\_ Home Phone \_\_\_\_\_

Owner's Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Owner's Home Address, City, ST, Zip \_\_\_\_\_

If a Partnership, Partner's Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ Cell Phone \_\_\_\_\_

Partner's Home Address, City, ST, Zip \_\_\_\_\_

DUNS No. \_\_\_\_\_ Federal Tax No. \_\_\_\_\_ State Sales Tax No. \_\_\_\_\_

If a Corporation, please list corporate officers and titles:

Name/Title \_\_\_\_\_ SS# \_\_\_\_\_ Home Phone \_\_\_\_\_

Residential Address, City, ST, Zip \_\_\_\_\_

Name/Title \_\_\_\_\_ SS# \_\_\_\_\_ Home Phone \_\_\_\_\_

Residential Address, City, ST, Zip \_\_\_\_\_

Name/Title \_\_\_\_\_ SS# \_\_\_\_\_ Home Phone \_\_\_\_\_

Residential Address, City, ST, Zip \_\_\_\_\_

Gross Sales last year: \_\_\_\_\_ Projected Sales this year: \_\_\_\_\_ Total Assets: \_\_\_\_\_ Total Liabilities: \_\_\_\_\_

Amount of capital invested in the store(s)? \_\_\_\_\_ Source of the capital invested? (i.e. loan, investments, savings, etc.) \_\_\_\_\_

How many square feet is the store? \_\_\_\_\_ Has owner(s) filed bankruptcy in the last seven (7) years? Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_

If yes, please explain: (use additional sheet if necessary) \_\_\_\_\_

## ***Bank Reference***

Bank Name \_\_\_\_\_ Acct # \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ Contact: \_\_\_\_\_

## ***Trade References***

Company \_\_\_\_\_ Acct # \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ Contact: \_\_\_\_\_

Company \_\_\_\_\_ Acct # \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ Contact: \_\_\_\_\_

**Personal Reference**

Nearest Relative Not Living With You \_\_\_\_\_ Phone # \_\_\_\_\_

Address, City, ST, Zip \_\_\_\_\_

The undersigned represents that I am authorized to provide such information and to incur debt on behalf of the store, and that everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this Application whether or not a credit line is approved. You are authorized to check my credit history, employment history, and obtain a credit report on my business and personal financial history. I hereby authorize my bank to release personal and business information to New Day Christian Distributors, Inc.

**Agreement**

**All sales are subject to the terms and policies of New Day Christian Distributors, Inc., as set forth in Exhibit A to this Agreement. Terms and policies may be changed from time to time with notice provided to you.**

THE UNDERSIGNED ACKNOWLEDGES FINANCIAL RESPONSIBILITY AND WILLINGNESS TO PAY FOR ANY DEBTS INCURRED UNDER THIS AGREEMENT, AND ACCEPTS ALL TERMS AND POLICIES OF NEW DAY CHRISTIAN DISTRIBUTORS, INC. IF SUBMITTING BY FAX OR EMAIL, THE UNDERSIGNED AGREES THAT AN ELECTRONIC SIGNATURE IS THE LEGAL EQUIVALENT OF A MANUAL SIGNATURE ON THIS AGREEMENT.

NOTE: INCOMPLETE OR UNSIGNED APPLICATIONS MAY NOT BE PROCESSED.

\_\_\_\_\_  
Owner's Signature Date

\_\_\_\_\_  
Owner's Signature Date

**Personal Guaranty**

For and in consideration of any credit extended to Customer under the AGREEMENT set forth above, the undersigned absolutely, unconditionally and irrevocably personally guaranty to New Day Christian Distributors, Inc., the prompt payment when due of any and all indebtedness of every kind by Customer to New Day Christian Distributors, Inc. The undersigned hereby waive notice of acceptance of this guaranty, presentment, protest, notice, demand and/ or action on delinquency with respect to any such indebtedness, including any right to require New Day Christian Distributors, Inc., to sue or otherwise enforce payment from Customer. The undersigned hereby consent to any modification or renewal of the credit AGREEMENT set forth above. The undersigned hereby agrees to pay all costs and expenses of collection, including reasonable attorney's fees and collection agency fees which may be incurred by New Day Christian Distributors, Inc., in the enforcement of this guaranty. A facsimile or scanned copy of this Agreement will be binding and will be admissible evidence in lieu of an original signature copy.

Guarantor Name Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

Guarantor Name Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

You may mail, fax, or email a signed copy of this credit Application/Agreement.

**New Day Christian Distributors, Inc.**  
**Attn: Credit Dept.**  
**126 Shivel Dr.**  
**Hendersonville, TN 37075**  
**FAX 615.822.5829**  
**Email: Help@NewDayChristian.com**

# Exhibit A

## New Day Distributors Services, Terms & Policies

### Services

- Friendly and knowledgeable Sales Team you can talk with.
- Same day service for orders placed by 3:00 p.m. Central Time.
- Competitive pricing
- No minimum quantity on any order.
- Order 24 hours a day at [www.NewDayChristian.com](http://www.NewDayChristian.com)
- Free shipping on qualifying orders. (See shipping policies below.)
- Responsive Customer Service Team
- Free coupons offered upon request. (See details below.)

### Placing Orders

Orders may be placed by phone Monday-Friday 8:30 A.M. to 5:00 P.M Central Time by calling 1-800-251-3633 or 615-822-3633. You can also view products and place orders on our website at [www.NewDayChristian.com](http://www.NewDayChristian.com), or fax orders 24 hours a day to 615-822-5829.

### Customer Service

Our number one goal is to provide you with the best service possible. If you have any questions, please call our service team or knowledgeable sales staff at 1-800-251-3633, or email [CustomerService@NewDayChristian.com](mailto:CustomerService@NewDayChristian.com). We will be happy to assist you.

### Shipping

Any order placed by 3:00 P.M. (CST) will be shipped the same day. **UPS Ground** is our primary shipping method, but at your request, packages may be shipped FedEx for an additional charge. All orders shipped to a destination in the continental United States that net \$150 (approximately 15 units) will receive free shipping *on eligible items*. (Due to weight and size, eligible items include CDs, DVDs, jewelry, and small gift items. Products other than these are subject to shipping charges.) New Day reserves the right to choose the most economical shipping method when an order qualifies for free shipping. All orders shipped outside the continental United States will be charged shipping.

**Media Mail:** Qualifying orders shipped via media mail will be charged a flat fee of \$5.00. **Drop Shipments:** Our Drop Ship fee is \$5.00 per order. Please note, this fee is in addition to regular shipping costs, even if the order qualifies for free shipping. REFUSED orders will be charged all shipping charges and a processing fee of \$20.

### New Accounts

To establish a credit line, please complete the credit application and attach your most recent financial statement and Certificate of Resale or Tax Exempt Certificate. All questions must be answered *completely* for your application to be approved. An incomplete credit application will delay processing and may cause your application to be denied. All orders will be shipped C.O.D. Cash Only or prepaid by credit card until your credit line is approved. You will be notified when your credit has been established. Accounts located outside the United States will be credit card only.

### Coupons

New Day's free coupon program provides you the opportunity to increase sales for Daywind CD performance tracks. At your request New Day will place green coupons on tracks. Here's how the coupon program works: Your customer submits four coupons in exchange for free product. You, the bookstore, retain the coupon from the free product and send to New Day with the four coupons submitted by your customer. Staple the coupons in groups of five and mail them to New Day with a list of the performance tracks to be redeemed. Please do not include your coupons with payments or returns. New Day will only redeem 10 coupon items per order, so please do not let your coupons accumulate. After we receive your coupon order, please notify your sales associate to release your coupon order with your next regular order. Please note: Coupon orders are not released automatically. They are only released with your regular stock orders when you request it. Coupons are for product redemption only! Their cash value is \$.01. If your account is 60 days or more past due, or if your account has been inactive for three or more months, all coupons are null and void.

### Discount Policy and Prepaid Orders

You may discount your payment by one percent if payment is by check or money order and if it is received within 10 days of *invoice date*. The discount policy does not apply to monthly statements. Discounts subtracted from monthly statements will not be allowed. The early pay discount will not be allowed if the account is past due unless the entire past due balance is received. C.O.D. orders receive a 1% discount (*certain restrictions apply*.) For credit card payments, New Day accepts Visa, Mastercard, American Express, and Discover. **The 1% discount is not allowed for credit card payments.**

### Finance Charge

There will be a 1.5% finance charge added each statement cycle to any invoices over 30 days past due.

### **Returned Checks**

Your account will be charged \$20 for all returned checks. Until the check is made good, no orders will be shipped.

### **Past Due Accounts**

If your account becomes past due, credit will be suspended until the account becomes current. Recurring past due invoices may cause your account to be changed to a prepay status. If your account is over 60 days past due, orders will only be shipped prepay for or plus the past due balance. If your account is placed with an attorney or collection agency, you may be responsible for attorney's fees and court costs as allowed by law. Past due accounts are not eligible for COD or early pay discounts. Open credits will be automatically applied to all invoices over 60 days past due, including finance charges.

### **Product Returns**

• *New Day Christian Distributors does NOT issue cash refunds for returns or credits.* All returns are for credit or replacement only.

• *All product must be kept 90 days before being returned.*

• Only *one* return per calendar month will be processed.

• Please fax, email or mail a list of the product you want to return, complete with UPC #, title, artist, quantity and binding code (CD, AD, etc.) You will receive a Return Authorization (R.A.) listing all returnable product and the estimated credit amount. The R.A. will be valid for 30 days.

• Returns without a valid R.A. will be charged a flat 15% restocking fee.

• Only items purchased from New Day may be returned.

Products that have not been purchased within two years from return request date are not eligible for return.

• Products that New Day no longer stocks are non-returnable and will be noted as such on your RA request.

• Gifts, Toys, Apparel, Jewelry, Special order items, Songbooks, Sheet Music, Demos, and cassettes are non-returnable.

• Christmas product returns received after January 31<sup>st</sup> will not be credited.

• Non-returnable and non-authorized products returned to New Day will be disposed of.

• All stickers, except for New Day's, must be removed from returned product. A 5% cleaning fee will be charged if returned items need to be cleaned.

• Products returned in a non-saleable condition will not be credited.

• All defectives returned are for replacement only.

• Return approved product via UPS, FedEx or USPS, insured for the proper value, with the R.A.# printed on the outside of the box. New Day is not responsible for returns lost or damaged in shipment.

• Please fax R.A. requests to 1.800.517.6872 or email to Returns@NewDayChristian.com

### **Statements and Payments**

New Day emails or mails statements at the beginning of each month. Your statement will list all invoices due, all payments and credits posted during that billing cycle, and any unused credits. C.O.D. orders will appear on your statement until we receive payment from the shipping company. When remitting payment, please include a copy of your statement or write on your check your account number, the invoice number(s) being paid, credits and/or discounts used.

**Duty to Inspect:** You must make New Day aware of any problems with the product we ship within 30 days of receiving the product. Failure to do so constitutes a waiver of the right to inspect the goods and payment for the product will be due and payable under regular terms.

**Undisputed Invoices:** All undisputed invoices must be paid according to terms. For disputed invoices, please contact Customer Service within 10 days of receiving the order.

**Unilateral Right to Terminate Credit:** New Day reserves the right to terminate or suspend credit at any time for any reason.

**Governing Law:** This Agreement shall be governed by the laws of the State of Tennessee, and the venue for disputes shall be the courts of Sumner County, Tennessee.

*Please Note: All prices are subject to change without notice.*

**All sales are subject to the terms and conditions of New Day Christian Distributors, Inc.**