

PRODUCTIVITY CENTRAL

NEW ACCOUNT FORM / C.O.D.

Please print out and fax to
904.448.3103

In order to open an account with and to acknowledge terms and conditions of sale, establish tax status of merchandise purchased and to obtain merchandise or services, the undersigned makes the following statements in writing intending that they be relied on.

CUSTOMER INFO (Please type or print legibly)

Business name:

Tel:

Fax:

Date:

Address:

PART I - Prices. All applicable sales and other taxes shall be borne and or reimbursed by the Customer. Productivity Central, LLC. reserves the right to increase prices to the Customer in the event of a cost increase to Productivity Central, LLC. of any item or equipment or labor.

PART II - Indemnification. The Customer shall defend, indemnify and hold harmless Productivity Central, LLC., its directors, officers, shareholders, employees and agents from any and all claims, damages, actions suits, demands, judgments, liabilities and costs and expenses of any nature whatsoever, (including attorney's fees and court costs, at trial or appellate levels) incurred as a result of the creation, production, editing, distribution or exhibition of any films, taper or other materials by Productivity Central, LLC. for the Customer. Productivity Central, LLC. or any individual of entity indemnified herein shall have the right to retain counsel of its own choosing, at the Customer's expense, and Customer shall have the right to have its own counsel involved in the defense of any of the foregoing.

PART III - Limitation of Warranty and Liability. Productivity Central, LLC. shall not be liable for loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts, fire, failure of transportation, inability to obtain the services of others or the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond Productivity Central, LLC.'s control; malfeasance by Productivity Central, LLC. 's employees, agents, or contractors and all other causes whatsoever. Further Productivity Central, LLC. shall not be responsible for any direct or indirect damage or loss of any consequential losses of any type or description of the Customer, including the necessity of the Customer to obtain additional personnel, facilities, expense or efforts as a result of any delay, defective production, or other problem, whether or not the fault of Productivity Central, LLC. The provisions hereof constitute the sole and exclusive responsibility of Productivity Central, LLC. 's regarding the matter set forth herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE GIVEN BY PRODUCTIVITY CENTRAL, LLC. , ITS EMPLOYEES, AGENTS OR CONTRACTORS IN CONNECTION WITH THEIR PERFORMANCE BY PRODUCTIVITY CENTRAL, LLC. OF ITS DUTIES PURSUANT HERETO, AND THE PROVISIONS HEREOF ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

If a product made by Productivity Central, LLC. is found to be defective or is labeled or shipped in error, Productivity Central, LLC. 's sole liability will be to promptly replace or repair such defective products and or to correct such error in labeling or shipping at its expense, provided written notice of such imperfection or error in labeling or shipment is given to Productivity Central, LLC. within 10 days after its arrival at its destination. Customer shall return such products to Productivity Central, LLC. if requested.

PART IV - Waiver. Any waiver, whether express or implied, of the breach of term, condition or provision hereof shall not be construed to be a continuing waiver or

PART V - Choice of Law. This assignment shall be governed by, and construed in accordance with laws, of the State of Florida and venue for any action commenced under this agreement shall be in the courts located in Duval County.

The undersigned hereby agrees that all work performed, services rendered and material furnished for our account shall be governed by and subject to the terms and conditions set forth on this page hereof, and the undersigned agrees to.

I certify the above to be true and accurate to the best of my knowledge. The undersigned agrees to pay an additional sum as reasonable attorney's fees and court costs in the event suit is necessary to effect collection of any sum due.

SIGNED BY:

TITLE:

PRINT NAME:

DATE: