



Rodding USA: P.O. Box 1345 Sahuarita, AZ 85629
 Ph: 520 822 7092 Email: mel@roddingusa.com

APPLICATION TO OPEN A CREDIT ACCOUNT

Date	
Trading Name	
Company Registration Number	
Registered Address	
Invoice Address (if different)	
Phone	
Email Address	
Website Address	

Trade References

1	Company	
	Address	
	Phone	
	Name of person to contact	
2	Company	
	Address	
	Phone	
	Name of person to contact	
3	Company	
	Address	
	Phone	
	Name of person to contact	

Accounts Payable Contact Person's Name	
Direct Telephone Number	
Email Address	

Declaration

We hereby agree to the terms and conditions of Rodding USA – A division of Hot Rod Publishing Ltd as published and to abide by the conditions published both here and on the Advertising Booking form and apply to open a credit account and understand that payment for goods or services supplied is to be made strictly net thirty days from date of invoice, unless otherwise agreed in writing by an officer of the Company.

Signed		Name	
Position		Date	



Terms and Conditions

1. The Advertiser warrants and undertakes to the Publisher that no material, statement, representation or information contained in any advertisement:
 - a. is likely to be misleading or deceptive or to otherwise infringe the rights of consumers or fair trade competition or truthful information in the marketplace: or,
 - b. is in full or in part defamatory or in breach of copyright, trademark or other intellectual or industrial property right; or
 - c. is otherwise in breach of any provision of any USA Federal or State Statute, Regulation or rule of law;
 - d. is in breach of any Code of Advertising issued by the USA Federal Trade Commission or Better Business Bureau.
2. The Advertiser acknowledges that the Publisher is relying on the provisions of this Clause and in consideration of the Publisher accepting the advertisement for publication the Advertiser hereby agrees to indemnify the Publisher against all and any losses or costs, legal or otherwise, arising as a result of the publication of the advertisement or as a result of any delay in publication or cancellation of the advertisement.
3. While every care will be taken to ensure that the advertisement is inserted according to instructions the Publisher accepts no responsibility for errors in advertising or for early, late or non-insertion through accident or otherwise. The Publisher reserves the right to alter, abbreviate or refuse to publish any advertisement received if in the Publisher's opinion it would be undesirable to publish it in the form presented by the Advertiser. Displacement or omission of an advertisement will not invalidate a contract.
4. The position of advertisements in the magazine is entirely at the discretion of the Publisher except where otherwise arranged. The Publisher has the option from time to time of cancelling or suspending any order if it should for any reason have to reduce or restrict the size of its publication.
5. The Advertiser's instructions should be forwarded to the Publisher in writing. The Publisher will not be responsible for errors or omissions due to oversight of, misinterpretation of the Advertiser's verbal instructions and it is the responsibility of the Advertiser to advise the Publisher of any error as the Publisher will not be held responsible for un-notified recurring errors.
6. Advertisements placed by advertising agencies are accepted on the understanding that the agency is acting on behalf of the Advertiser and not for the Publisher.
7. The Publisher will not be liable to the Advertiser or any other person for errors in advertising, failure to publish the advertisement, early or late insertion or any other default or failure to perform whatsoever. This exclusion of liability applies to all heads of liability including the publisher's negligence and to all forms of loss including direct and indirect loss and loss of profits. If the Publisher is or becomes liable to pay any sum of money to Advertiser such sum shall be limited to an amount equal to the cost charged by the Publisher to the Advertiser for one insertion of the advertisement.
8. Cancellation of an Advertising Order or part thereof must be given in writing to the Publisher and received no later than five days before publication date for all advertising. All Advertising Orders not so cancelled shall be binding. When copy is overdue, the Publisher reserves the right to repeat previous copy. Any costs incurred by the Publisher which have been caused by failure of the Advertiser to cancel within the specified period will be charged to the Advertiser.
9. The rates quoted in an advertising space order are subject to any rate increase that occurs during the period of the order. Rate increases will be notified in writing 4 weeks prior to effective date.
10. No production charges will apply to all advertisements built to the brief as per the client's instructions.