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CREDIT APPLICATION

**A separate statement of credit information may be submitted in lieu of detail on this form.
 Your signature, however, is still required on this application.**

LEGAL NAME OF FIRM _____ DBA/AKA _____
 STREET ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 PHONE _____ FAX NUMBER _____ e-MAIL ADDRESS _____
 HOW LONG AT THIS ADDRESS _____ YRS. _____ MOS. LEASED OWNED BUSINESS ESTABLISHED _____ NUMBER OF EMPLOYEES _____
 LESSOR'S NAME _____ PHONE _____

OWNERSHIP: CORPORATION PROPRIETORSHIP OR PARTNERSHIP

FEDERAL ID # _____ STATE _____ DATE _____ SUBSIDIARY OF _____

OFFICERS: PRESIDENT/CEO _____ TITLE _____ SOCIAL SECURITY # _____

OTHER OFFICER _____ TITLE _____ SOCIAL SECURITY # _____

DESCRIBE PRIMARY BUSINESS _____

BANK (NAME/BRANCH) _____ ACCT. NO. _____ CHECKING SAVINGS LOANS

ACCOUNT REP. _____ PHONE _____

BANK (NAME/BRANCH) _____ ACCT. NO. _____ CHECKING SAVINGS LOANS

ACCOUNT REP. _____ PHONE _____

AMOUNT OF CREDIT REQUESTED \$ _____

TRADE REFERENCES: (PLEASE PROVIDE 4)

NAME _____ CONTACT _____ PHONE _____

ADDRESS _____ CITY/STATE/ZIP _____

NAME _____ CONTACT _____ PHONE _____

ADDRESS _____ CITY/STATE/ZIP _____

NAME _____ CONTACT _____ PHONE _____

ADDRESS _____ CITY/STATE/ZIP _____

NAME _____ CONTACT _____ PHONE _____

ADDRESS _____ CITY/STATE/ZIP _____

SELLER'S PERMIT NO. (IF PURCHASES ARE MADE FOR RESALE) _____

Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with our terms. Applicant agrees to pay interest on past due balances at the rate of 1 1/2% per month, plus reasonable attorney fees in case of default in compliance with terms: Net 30 days, and are in compliance with and bound by the terms & conditions of Sale as they appear on the reverse of this document. Furthermore, I hereby authorize information regarding the above listed bank accounts to be released to Graphic Visions for the sole purpose of the extension of credit.

NAME _____

AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

BILLING ADDRESS _____ SAME AS ABOVE

ATTN: _____ IF INVOICE COPIES IN ADDITION TO ORIGINAL ARE REQUIRED: QTY: _____

CHECK IF REQUIRED ON INVOICE: P.O. NO. JOB NO. JOB NAME PERSON ORDERING OTHER: _____

GRAPHIC VISIONS SALESPERSON _____

Terms & Conditions of Sale

1. **Quotations/Estimates.** A quotation not accepted within 30 days may be changed.
2. **Orders.** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.
3. **Experimental Work.** Experimental or preliminary work performed at the customer's request will be charged to the customer at the provider's current rates. This work may not be used without the provider's written consent.
4. **Creative Work.** Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.
5. **Accuracy of Specifications.** Quotations are based on the accuracy of the specifications provided. The provider can quote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
6. **Preparatory Material.** Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by the provider shall remain the provider's exclusive property.
7. **Electronic Manuscripts/Images.** It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
8. **Alterations/Corrections.** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.
9. **Prepress Proofs.** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:
 - Proofs are not required by the customer
 - The work is printed per the customer's OK
 - Requests for changes are communicated verbally
10. **Press Proofs.** Press Proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.
11. **Color Proofing.** Because of the differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.
12. **Overruns/Underruns.** Overruns or underruns will not exceed 10 percent of the quantity ordered. The provider will bill for the actual quantity delivered within this tolerance. If the customer required a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
13. **Customer's Property.** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and if the premium is paid to the provider.
14. **Delivery.** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. the provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplied from the customer to the provider or from the customer's supplier to the provider are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
15. **Production Schedules.** Production schedules will be established and followed by both the customer and the provider. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
16. **Customer-Furnished Materials.** Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.
17. **Outside Purchases.** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
18. **Terms/Claims/Liens.** Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specification. The Provider's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.
19. **Liability.** (1) *Disclaimer of Express Warranties.* The provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of work. They are not intended to represent the actual work performed. (2) *Disclaimer of Implied Warranties.* The Provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.
20. **Indemnification.** The customer agrees to protect the provider from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold the provider harmless and save, indemnify, and otherwise defend the provider against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.
 - (1) *Copyrights.* The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
 - (2) *Personal or Economic Rights.* The customer also warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:
 - Promptly notifies the customer of legal action.
 - Gives the customer reasonable time to undertake and conduct a defense.
 The provider reserves the right to use its sole discretion in refusing to print anything the provider deems libelous, scandalous, improper, or infringing on copyright law.
21. **Storage.** The provider will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.
22. **Taxes.** All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.
23. **Telecommunications.** Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

Customer's signature attests to agreement of all Terms & Conditions of Sale as printed on form.

Signed _____ Title _____

Company _____ Date _____

DATE	CONTACT	FOR INTERNAL USE ONLY