



A CONSOLIDATED GRAPHICS COMPANY

14880 Sweitzer Lane / Laurel, MD 20707-2913 Phone: 301-384-7700 / Fax: 301-206-5413

**CREDIT APPLICATION**

Please fill out this application as completely as possible. A signature is required and should be signed by owner, partner or corporate officer, stating title.

**Company Information**

Customer Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Time at this Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_ A.P. Contact: \_\_\_\_\_  
Federal EIN Number: \_\_\_\_\_ State Tax/Tax Exempt Number: \_\_\_\_\_  
Type of Business: Individual [ ] Partnership [ ] Corporation [ ] Other: \_\_\_\_\_  
Business Activity: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_ State Issued: \_\_\_\_\_

**List of Owners/Officers:** (include name, title, home address, and social security number)

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

**Local Trade References:** (include name, address, phone and fax numbers)

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

**Financial Information:** (include bank, branch, phone and fax numbers, and account number)

1. \_\_\_\_\_  
2. \_\_\_\_\_

Have you or the business ever had a business failure or filed any type of bankruptcy proceeding? Yes [ ] No [ ]

If Yes, please explain on a separate page.

Current WESTLAND Sales Representative: \_\_\_\_\_

The above information is submitted for the purpose of obtaining credit. Buyer authorizes WESTLAND PRINTERS to make such inquiries as are necessary to obtain credit information and authorizes Buyer's bank and/or suppliers to release information regarding Buyer's account(s). Buyer's signature attests financial responsibility and willingness to pay our invoices in accordance with WESTLAND PRINTERS' terms.

**TERMS:** Buyer agrees to pay all invoices within 30 days. We reserve the right to charge a 1 1/2% service charge per month which is an annual percentage rate of 18% on all overdue balances. Buyer further agrees that the site of venue for litigation between the parties is Prince George's County and that the prevailing party in an action is entitled to reasonable attorney fees and costs. WESTLAND PRINTERS' liability for any damages claimed by Buyer is limited to purchase of goods or services in question. Buyer agrees that WESTLAND PRINTERS has a lien on all product, film and artwork until account is paid in full.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

**ORIGINAL COPY OF CREDIT APPLICATION MUST BE RECEIVED BY WESTLAND PRINTERS PRIOR TO DELIVERY OF YOUR ORDER.**

## TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in a signed writing by the parties, the following Terms and Conditions apply to all transactions between S&S Graphics dba Westland Printers (Printer) and the applicant (Customer) named under the credit application section identified as Legal Name.

- 1. ORDERS.** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the Printer's control. Upon Customer cancellation of any order, Customer shall pay to Printer compensation for any and all costs and related obligations incurred by Printer in connection with such order.
- 2. EXPERIMENTAL OR PRELIMINARY WORK.** Experimental or preliminary work performed at the Customer's request will be charged to the Customer at Printer's current rates. Such work and any ideas obtained there from, are the exclusive property of Printer and may not be used by Customer, except upon compensation to and written consent of Printer.
- 3. PREPARATORY MATERIALS.** Preparatory materials will be charged to the Customer at Printer's current rates unless specifically included in the Quotation and shall remain Printer's exclusive property unless otherwise agreed in writing.
- 4. ALTERATIONS/CORRECTIONS.** Alterations/corrections includes all work performed in addition to the original specifications. Such work will be charged to the Customer at Printer's current rates.
- 5. PRE-PRESS PROOFS.** Final pre-press proofs referred to as: the "Master Proof", along with the original copy provided by the Customer will be submitted to the Customer for review. The Master Proof must be signed, dated and returned to the Printer marked "O.K." or "O.K. with Corrections." If corrections are required, they must be marked on the Master Proof. If a revised Master Proof is desired, request must be made when proofs are returned. Printer is not responsible for errors if Customer: (i) failed to return the Master Proof with indication of changes; (ii) instructed Printer to proceed without review of the Master Proof; (iii) communicated changes verbally; or (iv) if work printed upon Customer's "O.K."
- 6. PRESS PROOFS.** Unless specifically provided in a Quotation, press proofs will be available only at Customer's written request, and will be charged to the Customer at Printer's current rates. An inspection sheet can be submitted for Customer approval, provided Customer is available at the press during the time of make ready. Lost press time due to Customer delay or Customer alterations/corrections will be charged to the Customer at Printer's current rates.
- 7. COLOR PROOFING.** Customer acknowledges that because of differences in equipment, processing, proofing substrates, paper, inks, pigments and other differences between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
- 8. OVER-RUNS AND UNDER-RUNS.** Over-runs or under-runs not exceeding 10% (or other agreed percent) on quantities ordered shall constitute acceptable delivery. If Customer requires guaranteed exact quantities, the percentage tolerance shall be doubled. Printer will bill the Customer for actual quantity delivered within these tolerances.
- 9. CUSTOMER'S PROPERTY.** Printer shall be liable only for any amount of actual damages to property in excess of the amount recoverable by Customer from its insurance for any loss or damage to any and all Customer property in Printer's possession, including, but not limited to, Customer-furnished materials, raw material, intermediate materials, printed stock, artwork, engraving, and plates. Nothing herein requires Printer to insure any of Customer's property against loss or damage due to any reason. Printer will charge Customer at Printer's current rates, for handling and storage of any Customer property including stock or printed matter for more than thirty days. Printer will retain intermediate materials until the related end product has been accepted by Customer. If requested in writing by Customer, intermediate materials will be stored for an additional period at additional charge. In no case will Printer be liable for any amounts in excess of the value of the damaged property.
- 10. DELIVERY.** Unless otherwise specified therein, the price in a Quotation only includes a single shipment, without storage, F.O.B. the shipping point, and is based on continuous and uninterrupted delivery of a complete order. Charges related to delivery from Customer or Customer's supplier to Printer are not included in a Quotation. Upon Customer's request, special priority pickup or delivery service, and special packing, will be provided at Printer's current rates. Title for finished work shall pass to the Customer upon the earlier of: (i) delivery to Customer or Customer's carrier; or (ii) mailing of invoices for finished work. Claims for defects, damages, quality or shortages shall be deemed waived and the order will be deemed irrevocably accepted by Customer unless a claim is made by Customer in writing to the Printer within ten (10) days after receipt of all or any part of the order. Customer shall afford Printer prompt and reasonable opportunity to inspect all or any part of order as to which any claim is made.
- 11. PRODUCTION SCHEDULES.** Production schedules will be established [in writing] and adhered to by both the Customer and Printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority, acts of God, and other causes beyond the control of Customer or Printer. Where production schedules are not adhered to by Customer, final delivery date(s) will be subject to adjustment.
- 12. CUSTOMER-FURNISHED MATERIALS.** Paper stock, inks, camera copy, film, color separations, and other Customer-furnished materials shall be manufactured, packed, and delivered to the Printer's specifications. Additional costs, due to delays or impaired production caused by specification deficiencies, will be charged to the Customer at Printer's current rates. Customer will bear risk of loss or damage for any materials delivered by it or its supplier to Printer. Materials delivered from customer or its suppliers are verified with delivery ticket only as to cartons, packages, or items shown. The accuracy of quantity or quality indicated on such tickets cannot be verified and Printer shall not be liable for any shortages based on supplier's tickets.
- 13. TERMS.** Customer agrees to make full payment to Printer when due. Payment is net cash 30 calendar days. Unless Printer is notified, in writing, by Customer, within 10 calendar days, of any error contained in the invoice, such invoice or statement will be deemed correct and irrevocably accepted by Customer, and the full amount thereof will be due to Printer. Interest at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by law will be charged on all amounts past due. Failure to make payment will be considered a violation of the terms hereof, and in addition to any other remedies available to Printer, Printer will have the right to suspend or withdraw printing services for Customer's failure to pay. Customer agrees to pay all attorneys' fees, costs and expenses incurred by Printer in the collection of any unpaid balance or any breach of the terms hereof, regardless of whether a lawsuit is actually filed. As security for payment of any sum due to become due under the terms of any agreement, Customer grants a security interest in, and Printer shall have the right, if necessary, to retain possession of, and shall have a lien on, all Customer property in Printer's possession, including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances, or guarantees of payment shall be liable for the invoiced price of the order, any other additional charges incurred, the maximum legal rate of interest, and all collection costs incurred. Printer and Customer expressly agree that Local County, State district courts shall be proper jurisdiction and venue for any action or lawsuit brought in connection with or related to, in any way, this Agreement, the Terms and Conditions, work done between Printer and Customer or the Credit Application. Customer shall pay Printer a \$25.00 service charge on each dishonored check returned to Printer.
- 14. WARRANTIES.** Printer warrants that the work is as described in the Purchase Order. Customer understands that all sketched, copies, dummies, and preparatory work shown to customer are intended only to illustrate the general type and quality of work, and are not intended to represent the actual work performed. Except as expressly provided herein, printer makes no warranty, express or implied, including any warranty as to merchantability or fitness for any purpose. Printer shall not be liable for any loss or damage, directly or indirectly, arising from the use of such merchandise or for consequential damages. In no event shall printer's liability exceed the invoiced price of any orders, or include any lost profits, goodwill, cost of substitute goods or services, or incidental, special, or consequential damages.
- 15. INDEMNIFICATION.** Customer shall defend, indemnify, and hold Printer harmless for, from and against any and all losses, costs, expenses, penalties, fines, liabilities, and damages (including court costs and reasonable attorney fees) with respect to or arising out of any claims, demands, inquiries, investigations, proceedings, actions or cause of actions, that Printer may suffer or incur on any and all grounds in connection with the work provided or printed, including, but not limited to, any breach or violation of any obligation of Customer hereunder, any claim that the work contains libelous, obscene or scandalous material or invades the privacy or other personal rights of any person. This indemnification will apply regardless of responsibility or negligence.
- 16. TAXES.** All amounts due for taxes and assessments will be added to the Customer's invoice and are the responsibility of the Customer. No tax exemption will be granted unless Customer's exemption certificate (or other official proof) accompanies the purchase order. If, after the Customer has paid the invoice, it is determined that additional tax is due, Customer shall promptly remit the required taxes to the taxing authority, or immediately reimburse Printer for taxes paid on Customer's behalf. Customer agrees to indemnify and hold Printer harmless from and against any actual claims, charges, damages, losses, liabilities, expenses or recovery (including attorney's fees) incurred by Printer which are attributable to Printer not having collected privilege license or similar taxes from Customer attributable to any sums paid by Printer on taxes with respect to the printing services rendered.
- 17. ELECTRONIC MANUSCRIPT OR IMAGE.** Customer is responsible for maintaining a copy of the original electronic file. Printer shall not be liable for any accidental damage to media supplied by the Customer nor for the accuracy of furnished input or final output. Until digital input can be evaluated by Printer, no claims or promises are made about the extent to which Printer can work with jobs submitted in digital format; and no liability is assumed for problems in connection therewith. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged to the Customer at Printer's current rates.
- 18. APPLICATION OF THESE TERMS & CONDITIONS TO WORK PERFORMED BY OTHER CONSOLIDATED GRAPHICS COMPANIES.** Customer acknowledges that Printer is owned by Consolidated Graphics, Inc. Customer expressly agrees that the Terms & Conditions contained herein apply to any work performed for Customer by any other company owned or controlled by Consolidated Graphics, Inc. The Terms and Conditions contained herein are incorporated into any contract or agreement between Customer and any other company owned or controlled by Consolidated Graphics, Inc.

**THE CUSTOMER CERTIFIES THAT CUSTOMER HAS READ THIS ENTIRE AGREEMENT CAREFULLY (BOTH FRONT AND REVERSE SIDES) AND FULLY UNDERSTANDS THE LIMITATIONS THAT THIS AGREEMENT IMPOSES UPON CUSTOMER AND ACKNOWLEDGES AND AGREES THAT THOSE LIMITATIONS ARE REASONABLE.**

Date: \_\_\_\_\_ Company Name \_\_\_\_\_

Signature: \_\_\_\_\_

(Printed Name) \_\_\_\_\_