



# APPLICATION FOR CREDIT

**SOLD TO**

**Company Name** \_\_\_\_\_ **Contact Name** \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_  Own  Rent How Long \_\_\_\_\_ Est. Annual Sales \_\_\_\_\_ # Employees \_\_\_\_\_

D&B No. \_\_\_\_\_ Federal ID# \_\_\_\_\_  Corporation  Partnership  Individual

Email, name and/or address where invoices should be sent \_\_\_\_\_

**OWNERS**

**President's Name** \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Secretary's Name** \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Treasurer's Name** \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**FINANCE**

**Bank** \_\_\_\_\_ **Account Rep** \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

**REFERENCES**

Trade references extending comparable credit.

**Company Name** \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Company Name** \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Company Name** \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Company Name** \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Are you subject to Sales Tax?  Yes  No Exempt Number \_\_\_\_\_

**TAX EXEMPTION FORM MUST ACCOMPANY APPLICATION OR TAX WILL BE COLLECTED.**

AUTHORIZED SIGNATURE ATTESTS TO APPLICANT'S FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES ACCORDING TO OUR TERMS. I ACKNOWLEDGE THAT I HAVE EITHER READ OR HAVE HAD THE OPPORTUNITY TO READ THE "TERMS AND CONDITIONS OF SALE" CONTAINED ON THE OTHER SIDE OF THIS APPLICATION FOR CREDIT AND THAT THE UNDERSIGNED AGREES TO BE BOUND BY SUCH "TERMS."

I understand that all invoices are due and payable in full as stipulated on the invoice. Any unpaid amount that becomes 30 days past due, shall be subject to a 1-1/2% service charge, per month, with a minimum of \$50. In the event it becomes necessary to incur collection costs or institute a suit to collect the unpaid amounts due under this agreement, or any portion thereof, the undersigned promises to pay such additional costs, charges, accrued service charges, and reasonable attorney fees incurred by Progressive Printing, in the collection of such amounts.

▶ I (we) certify that the above information is true and correct and that I (we) are authorized to act on behalf of the applicant.

Owner/Officer (signature) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Credit Limit \_\_\_\_\_ Approved by \_\_\_\_\_ Date \_\_\_\_\_

Profile Completed  Yes  No Terms \_\_\_\_\_ Process  ASAP  With 1st order  Investigate Only

## 1. QUOTATION

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, acts of God, and other causes beyond Progressive Printing's control. Canceled orders require compensation for incurred costs and related obligations.

## 3. EXPERIMENTAL WORK

Experimental or preliminary work performed at customer's request will be charged to the customer at Progressive Printing's current rates. This work cannot be used without Progressive Printing's written consent.

## 4. CREATIVE WORK

Sketches, copy, dummies, and all other creative work developed or furnished by Progressive Printing are Progressive Printing's exclusive property. Progressive Printing 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 specification provided. Progressive Printing can re-quote a job at 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 MATERIALS

Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by Progressive Printing remain Progressive Printing's exclusive property.

## 7. ELECTRONIC MANUSCRIPT OR IMAGE

It is the customer's responsibility to maintain a copy of the original file. Progressive Printing is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by Progressive Printing, no claims or promises are made about Progressive Printing'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. ALTERATION/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

Prepress proofs submitted along with original copy for the customer's review and approval must be returned to Progressive Printing on a "master set" marked "O.K.", "O.K. with corrections", or "Revised proof required" and signed by the customer. Until the return of the master set is received Progressive Printing has at its option to not proceed with any additional work. Progressive Printing will not be responsible for undetected production errors if:

- proofs are not required by the customer;
- the work is printed per the customer's O.K.; and
- requests for changes are communicated orally.

## 10. PRESS PROOFS

Press proofs will not be furnished unless they have been required in writing in Progressive Printing's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at Progressive Printing's current rates.

## 11. COLOR PROOFING

Because of 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 variation of this kind occurs, it will be considered acceptable performance.

## 12. OVER-RUNS OR UNDER-RUNS

Over-runs or under-runs will not exceed 10% of the quantity ordered. Progressive Printing will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

## 13. CUSTOMER'S PROPERTY

Progressive Printing will only maintain fire and extended coverage on property belonging to the customer while the property is in the possession of Progressive Printing. Progressive Printing's liability for this 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 Progressive Printing.

## 14. DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Progressive Printing's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Progressive Printing will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to Progressive Printing, or from the customer's supplier to Progressive Printing, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

## 15. OUTSIDE PURCHASES

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

## 16. PRODUCTION SCHEDULES

Production schedules will be established and followed by both the customer and the provider. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of Progressive Printing. In such cases, schedules will be extended by an amount of time equal to delay incurred.

## 17. CUSTOMER-FURNISHED MATERIALS

Materials furnished by customers or their suppliers are verified by delivery tickets. Progressive Printing bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by Progressive Printing. 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 Progressive Printing without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by Progressive Printing at Progressive Printing's current rates.

## 18. TERMS/CLAIMS/LIENS

Payment is net cash due as set forth in quotation or invoice, unless otherwise provided in writing. Claims or 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, Progressive Printing and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Progressive Printing's performance has fully satisfied all terms, conditions, and specifications. Progressive Printing's liability will be limited to the selling price of goods and services, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, Progressive Printing has the right to hold and place a lien on all customer property in their 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

### A. Disclaimer of Express Warranties:

Progressive Printing 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 the work. They are not intended to represent the actual work performed.

### B. Disclaimer of Implied Warranties:

Progressive Printing warrants only that the work will conform to the description contained in the purchase order. Progressive Printing's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will Progressive Printing be liable for specific, individual, or consequential damages.

## 20. INDEMNIFICATION

The customer agrees to protect Progressive Printing from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold Progressive Printing harmless and save, indemnify, and otherwise defend Progressive Printing against claims, demands, actions, and proceedings on any and all grounds in connection with the work performed at customer's request.

### A. 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 in order 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 Progressive Printing 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.

### B. 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 Progressive Printing in all legal actions on these grounds as long as Progressive Printing:

- promptly notifies the customer of the legal action; and
- gives the customer reasonable time to undertake and conduct a defense.

Progressive Printing reserves the right to use their sole discretion in refusing to print anything they deem illegal, libelous, scandalous, improper, or infringing upon copyright law.

## 21. STORAGE

Progressive Printing will retain intermediate materials 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 additional charge. Progressive Printing is not liable for any loss or damage to stored material beyond what is recoverable by Progressive Printing's fire and extended insurance coverage.

## 22. 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 the customer's "Exemption Certificate" or other official proof and/or statement 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 Progressive Printing for any additional taxes paid.

## 23. TELECOMMUNICATIONS

Unless otherwise agreed, the customer will pay for all transmission charges. Progressive Printing is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

Applicant's Initials \_\_\_\_\_

Date \_\_\_\_\_