

# S H U M A N H E R I T A G E P R I N T I N G C O .

## CREDIT APPLICATION / BILLING INFORMATION

PLEASE FAX TO: 717-854-0769 OR MAIL TO: BOX 5165, YORK, PA 17405

|                      |  |                          |  |                  |                                      |                                     |   |                                     |  |
|----------------------|--|--------------------------|--|------------------|--------------------------------------|-------------------------------------|---|-------------------------------------|--|
| <b>COMPANY</b>       |  |                          |  |                  | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sub S Corp | <input type="checkbox"/> Partnership                                  | <input type="checkbox"/> Individual |  |
| Legal Name           |  |                          |  |                  | DBA                                  |                                     |   |                                     |  |
| Street Address       |  |                          |  |                  |                                      |                                     | Office<br><input type="checkbox"/> Own <input type="checkbox"/> Lease |                                     |  |
| City                 |  | State                    |  | Zip              |                                      | Years there                         |   |                                     |  |
| Date Company Started |  | Date Under Current Mgnt. |  | Fiscal Year End  |                                      | Business Phone                      |   | Business Fax                        |  |
| Annual Gross Sales   |  | No. of Employees         |  | Type of Business |                                      |                                     | Federal Tax ID #  |                                     |  |

|  |   |
|--|---|
| <b>TERMS REQUESTED</b>   |   |
| Check all that apply:<br><br><input type="checkbox"/> Prepaid<br><input type="checkbox"/> Net 30<br><input type="checkbox"/> 3 <sup>rd</sup> Party Billing | <b>Credit Requested \$</b> _____<br><br>Available Based On the following conditions only:<br>(1) Customer to be billed <b>MUST</b> approve final proof.<br>(2) Advanced <b>MUST</b> be able to contact billed customer for payment status and billing issues.<br>(3) Ultimate responsibility for payment lies with person/company shown on this credit application. |

|                            |        |                                       |   |     |                              |                             |
|----------------------------|--------|---------------------------------------|---|-----|------------------------------|-----------------------------|
| <b>PRINCIPAL/APPLICANT</b> |        | Active in Daily Management of Company |   |     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Name: First                | Middle | Last                                  | Social Security # (if not incorporated) |     |                              |                             |
| Home Address               |        | City                                  | State                                   | Zip | Years there                  |                             |
| Home Phone                 |        | Job Title or Position                 |   |     | Ownership %                  |                             |

|                            |        |                                       |   |     |                              |                             |
|----------------------------|--------|---------------------------------------|---|-----|------------------------------|-----------------------------|
| <b>PRINCIPAL/APPLICANT</b> |        | Active in Daily Management of Company |   |     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Name: First                | Middle | Last                                  | Social Security # (if not incorporated) |     |                              |                             |
| Home Address               |        | City                                  | State                                   | Zip | Years there                  |                             |
| Home Phone                 |        | Job Title or Position                 |   |     | Ownership %                  |                             |

|   |                    |  |       |                |
|---|--------------------|--|-------|----------------|
| <b>BANK REFERENCE</b>   |                    |  |       |                |
| Bank Name   | Checking Account # | Phone #  | Fax # | Contact Person |
| Any Loans? <input type="checkbox"/> Yes <input type="checkbox"/> No | Account #          | Any line of Credit? <input type="checkbox"/> Yes <input type="checkbox"/> No |       | Account #      |
| Bank Name   | Checking Account # | Phone #  | Fax # | Contact Person |
| Any Loans? <input type="checkbox"/> Yes <input type="checkbox"/> No | Account #          | Any line of Credit? <input type="checkbox"/> Yes <input type="checkbox"/> No |       | Account #      |

|                         |              |           |         |       |         |
|-------------------------|--------------|-----------|---------|-------|---------|
| <b>TRADE REFERENCES</b> |              |           |         |       |         |
| Company Name            | City / State | Account # | Phone # | Fax # | Contact |
| 1. _____                |              |           |         |       |         |
| 2. _____                |              |           |         |       |         |
| 3. _____                |              |           |         |       |         |
| 4. _____                |              |           |         |       |         |

## TERMS AND CONDITIONS

**PAYMENT:** Unless otherwise specified, the terms are Net Thirty (30) Days, due and payable thirty (30) days from date of invoicing covering the work authorized by this contract. A finance charge of one and a half percent (1.5%) per month, eighteen percent (18%) per annum, will be charged on all past due balances until paid. It is understood and agreed that time is of the essence in print contracts, and if the customer defaults in the payment of any part thereof, the entire amount of the contract shall immediately become due and payable without notice, at the option of the Printer, together with all costs of collection, including reasonable attorney's fees if collected by law through an attorney. In the event Customer defaults in making any payment under any contract currently being performed for Customer by Printer, Printer may suspend performance under this contract.

**QUOTATION:** Prices are subject to change. A quotation not accepted within thirty (30) days is subject to review.

**ORDERS:** Orders entered, either verbal or written, cannot be cancelled except upon terms that will compensate **ADVANCED COMMUNICATIONS AGENCY, INC.** against loss. Cost of materials used and work completed, up to the time of stoppage, will be charged to customer.

**PRODUCTION:** Sketches, copy, dummies and all preparatory work created or furnished by **ADVANCED COMMUNICATIONS AGENCY, INC.** shall remain its exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used except upon prior written consent. Artwork, type, plates, negatives, positives and other items supplied by **ADVANCED COMMUNICATIONS AGENCY, INC.** shall remain its exclusive property until invoice is paid in full.

**a) Film:** When film is furnished, the following shall apply:

1. Film must be one piece per color per page, right reading, emulsion down negatives at 133 line screen or as otherwise specified.
2. All type is to be at least 1/4" inside the final trim.
3. Bleed pages are to have 1/8" extra image area outside the final trim.
4. Center spread pages may have type that extends across the gutter, but type is to be kept within the 1/4" inside final trim.
5. Photographs and art may be less than 1/4" inside final trim, but cannot be critical to the final reproduction of the page.
6. All film furnished by Customer or service bureaus must have registration marks indicating bleeds and final trim. Film or pages of multiple color are to have the color specified on each piece of film. Machine marks must be 1/8" outside final trim.
7. A color proof must accompany all four color process film. Separated black & white proofs must accompany all other film.

**b) Camera-Ready Mechanicals:** When Customer is to furnish mechanicals ready for camera, the following shall apply:

1. Type must be pasted up on a mechanical in page form with windows for halftones and art.
2. All line art or color must be pasted up on full size acetate overlay, or on a separate mechanical registered to base mechanical so as to allow for one line shot per color.
3. All type must not be closer than 1/4" from the trimmed edge of the page.
4. Unless otherwise specified, all halftones, reverses, screens, tints, extra line shots, etc., in excess of one line shot per color per page will be charged extra.

**c) Proofs:** All proofs are to be returned to Printer by Customer, marked approved and signed by properly authorized person. The Printer is not responsible for errors in work printed in accordance with Customer's approval. In the absence of signature, the return of proof shall be sufficient authorization for Printer to print, unless a revised proof is requested. **ADVANCED COMMUNICATIONS AGENCY** will not be held responsible if the customer has not requested or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed us verbally to proceed without return of proofs.

**d) Authors Alterations** represent work performed in addition to original specifications. Such additional work shall be charged at current rates and supported with documentation upon request.

**e) Supplied Paper:** When supplying stock, Customer is responsible to furnish paper of a quality suitable for efficient and economical production. Sufficient additional paper as specified by the printer must be furnished to allow for normal spoilage. The Printer reserves the right to reject any furnished paper which the Printer determines is not suitable to run on its presses.

**f) Overruns and Underruns:** A variation of 10% in the ordered quantity as specified in any quotation shall constitute full and acceptable delivery and price will be adjusted accordingly. A variation of 5% or less shall constitute a full and acceptable delivery and no adjustment will be made to invoice.

**g) Production Schedule:** Upon receipt of a verbal or written order, a detailed Production Schedule will be mutually agreed upon in writing if requested between the Customer and the Printer for all work to be performed on this contract. The prices in this quotation are based upon full compliance with said schedule, and any deviation from the agreed-upon schedule on the part of the Customer may result in a revised delivery date or additional charges for downtime or overtime incurred by Printer. In any case, no additional work will be performed by the Printer until such revised schedule and/or pricing is approved by Customer.

**UNION LABEL:** The union label may be added to all items which are political in nature, and to other items printed by **Advanced Communications Agency, Inc.** unless otherwise requested to be omitted.

**POSTAGE AND FREIGHT:** Customer shall pay Printer in advance for all postage. All orders are **FOB, Point of Shipment.** As a courtesy, Printer will arrange for common carrier shipments on behalf of Customer, naming Customer as shipper; such shipments to be collect or prepaid by Customer absent agreement to the contrary. Customer releases Printer from any liability for non-delivery or late delivery of printed materials. *Pennsylvania Bureau of Sales & Use Tax, Ruling No. 160, requires that we collect sales tax on all prepaid freight shipments.*

**STORAGE:** Unless otherwise noted, this contract does not provide for storage of the Customer's finished materials or finished goods.

**QUALITY OF WORK:** The Printer will use reasonable efforts to reproduce copy faithful to the materials furnished by the customer. Normal shrinkage of the paper and reasonable variation in color between proofs and finished product shall constitute acceptable work. We do not guarantee to match style of typography, color of papers or inks. In all cases, a variation in size, position, folding, trim, etc., of 1/16" or less will constitute acceptable work.

**TITLE:** Title to printed material, and risk of loss shall pass to the Customer upon loading into Customer's vehicle, common carrier, or delivery to the Postal Service, mailing service, or shipper.

**ALTERATIONS:** No handwritten alterations to the typewritten portion of this agreement are valid unless initiated by Customer AND Printer. Any changes to the original specifications of this agreement after acceptance by Printer will be billed as extra charges at Printer's usual rates.

**INDEMNITY:** Customer will indemnify, and agrees to hold harmless, the Printer, of and from any and all damages, losses, fees and costs which the Printer may incur, sustain, or suffer as the result of any claim, charge or suit based upon any allegations of libel, obscenity, unlawful matter, infringement for misuse of copy, pictures, portraits, photographs, or other material, published by Customer and set, plated, printed or bound by the Printer under the terms of this agreement, it being understood and acknowledged that the Printer has no control over the same; and any suppressions, impounding or seizure of printed matter because of libelous, obscene or unlawful matter, infringement or misuse, shall not release the customer from liability to the printer for monies to be paid under the terms of their agreement.

**LIABILITY:** The Printer shall not be liable for delays or non-performance resulting from war, national emergency, strikes, fires, floods, or other casualties, riots, insurrections, accidents, delays or accidents in transportation of raw materials or finished products, or acts or defaults of subcontractors or suppliers, rules and restrictions by law or government agency during periods of national emergency, and other causes beyond the Printer's control.

THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN ARE THE SOLE REPRESENTATIONS AND WARRANTIES OF PRINTER, WHICH DISCLAIM ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRINTERS LIABILITY FOR ALL CLAIMS ARISING HEREUNDER INCLUDING NEGLIGENCE OR BREACH OF WARRANTY SHALL BE LIMITED TO CREDIT FOR AMOUNTS PAID TO PRINTER FOR DEFECTIVE WORK AND IN NO EVENT WILL PRINTER BE LIABLE FOR LOSS OF REVENUE OR ANY OTHER RESULTING OR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

**RETURNS:** Claims for defects, damages or shortages must be made by the customer in writing within a period of five (5) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and admission that goods fully comply with terms, conditions and specifications. **ADVANCED COMMUNICATIONS AGENCY, INC.** liability shall be limited to stated selling price of any defective product sent.

**ERRORS:** If a customer notifies Printer of a defect within the required time, Printer has the right to require Customer to return, at Customer's expense, all defective materials for review. If customer has used the product, in whole or in part, regardless of any dated material that may become late during the proper defect review process, then this will constitute implied acceptance and no adjustment will be addressed regardless of any notification made within 5 days after delivery. If the nature of the defect is within the guidelines set forth in these **TERMS AND CONDITIONS** with regards to acceptable variations, no adjustment will be made to the cost of the project, any outstanding amounts will remain due, and the product will be returned to the customer at the customer's expense. If the nature of the defect is outside the guidelines set forth in these **TERMS AND CONDITIONS**, Printer will calculate the value of the defect as a percentage of the whole based on the percentage component cost of the defect to the entire project cost. This amount will be credited against the total cost of the project. In the event that a project is comprised of multiple parts, the adjustment will be limited to the cost of only that singular component and all other parts will not be adjusted. In the event of a bound or gathered product, the credit for a defect will be limited to the value of the page, panel, or side as a percentage of the whole value calculated by the printer.

**SUBSEQUENT PRINTING JOBS:** To facilitate and expedite the parties' dealings on future printing jobs, it is agreed that the terms set forth on this page shall apply to all future printing jobs unless amended or contradicted by a writing signed by both parties.

**MISCELLANEOUS:** The Printer reserves the right to perform any and all work described in this contract in its own plant or the plant of any affiliated company or to subcontract in whole or in part.

No addendum to or amendment in the provisions of this agreement shall be effective or binding upon a party here-to unless embodied in a written instrument executed on behalf of such parties by an authorized representative. The Production schedule, when attached and agreed, and any attachment(s) herein referred to and attached constitute a part of this contract.

This contract contains the entire Agreement of the parties and no inducements, representations, promises, agreements, or understandings, oral or in writing between the parties, not embodied herein or subsequently made part hereof by a properly executed addendum or amendment hereto as herein provided, shall not be of any force or effect.

Notwithstanding the foregoing, and recognizing both the frequency of change orders and press deadlines, Printer's written change order sent to Customer shall amend the terms of the specific job to which it is pertinent without countersignature of Customer, provided the Customer does not controvert the change order within 24 hours of receipt thereof by mail or fax.

This Agreement is made pursuant to and shall be governed by the laws of the Commonwealth of Pennsylvania and the venue for any and all claims shall be Dauphin County, Pennsylvania. Customer consents to this jurisdiction

I/We acknowledge that I/We have made this application with the intent that you rely upon the information contained herein for granting the credit requested. I/We understand that if the requested credit is granted, you may report information concerning the credit to consumer reporting agencies and to others. I/We attest that my/our answers are complete and true and authorize you to verify or obtain any information concerning them. Upon your request, I/We further authorize any firm or individual from whom I/We may have obtained or requested credit to furnish you the details of that transaction. I/We also agree to provide current financial information upon request, in a form acceptable to you. I/We agree that if any funds are uncollectible from the applying entity, that I/We will be personally liable for these amounts. I/We further authorize **Advanced Communications Agency, Inc.** to furnish the above information and/or financial information provided to any financial service. **Advanced Communications Agency, Inc.** may deem it necessary to assign this information. I/We represent that we are duly authorized to make these statements and commitments on behalf of the company. I/We acknowledge that by signing below that all Terms and Conditions contained herein are legible, acknowledged, and accepted.

## SIGNATURE OF PRINCIPAL

**SIGNATURE**

|                       |      |                                    |      |
|-----------------------|------|------------------------------------|------|
| Principal's Signature | Date | Co-Applicant/Principal's Signature | Date |
| Title                 |      | Title                              |      |