

COMPANY INFORMATION									
Company Name:							Phone:		
Bill to Address:							Fax:		
City, State, County	/, Zip:						Email:		
Expected Monthly Purchases / Credit Line Increase:									
Previous Customer?									
GENERAL INFORMATION									
Business Structure: Corporation Partnership Sole Proprietorship LLC									
Year Est'd:	Parent (Company Nam	mpany Name:						
Charter Name:				State	of Incorp:		D&B #		
Names of Officers, Partners, Owner:									
If firm has done business under another name, please list name and location below:									
A/P Contact:			Phone:				Email:		
	Yes No						Invoice Method: 🗌 Mail 🗌 Email		
CREDIT REFERENCES (List 3 vendors and/or references from whom you have purchased from within the last year.)									
Name		Street Address			City, S	State	Email (F	REQUIRED)	Phone
BANK REFERENCES									
Name			Street Address			City, State		ne / Fax	Acct. #
SALES TAX INFORMATION									
Please ADD state and local sales tax to my invoices Please OMIT state and local sales tax per attached copy of Basels Cartificate # / Examplian Cartificate									
of Resale Certificate # / Exemption Certificate Please provide a contact name, phone number and email address for follow-up questions related to sales tax matters.									
Tax Contact:	<u>oontuot nunn</u>		Phone:			Email:			
					T. Interact no	mont in du		1 20) days from the s	late of the invoice
NO DISCOUNT ALLOWED ON FREIGHT, TAX, SERVICE OR EQUIPMENT. Interest payment is due within thirty (30) days from the date of the invoice. Interest will accrue on late payments in the amount of the lessor of (a) one and a half percent (1.5%) per month (18%) per year or (b) the highest rate									
permitted by law. Attorney's fees and Costs: In the event legal action is necessary to recover payment or enforce the parties' agreement, the purchases									
will pay all costs and expenses, including reasonable attorneys' fees Jurisdiction, Venue. Choice of Law: The parties' agreement will be governed by and construed under the laws of the State of Pennsylvania. The parties consent and waive all objections to the non-exclusive personal jurisdiction of, and venue									
in, the State and Federal Courts of Pennsylvania. The Anstadt Company reserves the right to review and revise terms due to late payments. Any potential monthly sales over \$100K requires year end financials to be submitted.									
"I/We hereby authorize you or your agent/representatives to obtain and research our bank and trade references and credit reports to process this application for a credit account with The Anstadt Company. We further certify that all information being supplied is true and correct to best of our knowledge,									
and that the person(s) signing above is authorized to bind applicant(s) to said terms." By completing this form, we agree to all terms and conditions.									
Current Freight Policy Applies									
PAYMENT TERMS: Net 30 AUTHORIZING SIGNATURE MUST BE SIGNATORY ON BANK ACCOUNT									
Print Name: Signature:									
Title: Date:									
DO NOT USE - FOR CREDIT DEPARTMENT USE ONLY									
Sales Rep:			Name:						
DATE		ACCT. #		CRE	CREDIT LIMIT \$		APPROVED BY		

TERMS & CONDITIONS



<u>**Price.**</u> Any price contained in a Proposal that is not accepted within thirty (30) days is subject to review and adjustment by the Company. All prices are based on material costs at the time of the Proposal.

Orders. Orders regularly entered, verbal or written, cannot be canceled except upon terms that will compensate the Company against losses, including lost profits.

Experimental Work. Experimental work or preliminary work performed at Customer's request will be charged for at current rates and may not be used without consent of the Company until the Company has been reimbursed in full for the amount of the charges billed.

<u>Creative Work.</u> Creative work such as sketches, copy, dummies and all preparatory work created or furnished by the Company, shall remain the Company's exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by the Company.

<u>**Preparatory Materials.**</u> Working mechanical art, type, plates, negatives, flats, positives and other items when supplied by the Company shall remain its exclusive property unless otherwise agree in writing.

<u>Alterations</u>. Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.

Prepress Proofs. Proofs shall be submitted with original copy. Corrections are to be made on the "master set," returned marked "Approved as submitted", "Approved with corrections or changes as noted on proof" or "Make corrections or changes as noted and submit a revised proof" and signed by the Customer. If the proof is sent to the Customer's physical address or e-mail address set forth in the Proposal, the Company shall assume that the individual executing the proof is authorized to do so and the Company shall not be responsible for any errors or mistakes caused by the execution of the proof by an unauthorized party. If revised proofs are desired, the request must be made when proofs are returned. The Company cannot be held responsible for errors under any or all of the following conditions: if the work is printed per the Customer's approval.; if changes are communicated verbally; if Customer has not ordered proofs; if the Customer has failed to return proofs with indication of changes; or has instructed Company to proceed without submission of proofs. The Customer is advised that any change to a proof could cause changes to the entire proof and if Customer returns the proof marked "Approved with corrections or changes as noted on proof" and does not request a further review of the proof, the Company shall not be liable for any changes which occur as a result of the Customer's requested changes.

Press Proofs. Unless specifically provided in the Company's Proposal, press proofs will be charged for at current rates. An inspection sheet of any form can be submitted for Customer approval, at no charge, provided the Customer is available at the press during the time of makeready. Any changes, corrections or lost press time due to Customer's changes or any other delay caused by Customer will be charged for at current rates.

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 complete job shall constitute acceptable delivery.

Over Runs or Under Runs. Over runs or under runs not to exceed ten percent (10%) on quantities ordered up to 10,000 copies and/or the percentage agreed upon over or under quantities ordered above 10,000 copies shall constitute acceptable delivery. The Company will bill for actual quantity delivered within this tolerance. If the Customer requires guaranteed "no less than" deliver, percentage tolerance of overage must be doubled.

<u>Customer's Property.</u> The Company will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the Customer, while such property is in the Company's possession; the Company's liability for such property shall not exceed the amount recoverable from such insurance.

Delivery. Unless otherwise specified, the price set forth in the Proposal is for a single shipment, without storage, F.O.B. local Customer's place of business or F.O.B. Company's platform for out-of-town Customers (defined as Customers beyond a 50 mile radius from the Company's office). Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from Customer to Company, or from Customer's supplier to Company are not included in any Proposals unless specified. Special priority pickup or delivery service will be provided at current rates upon the Customer's request. Materials delivered from the Customer or his suppliers are verified with

delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and Company cannot accept liability for shortage based on the supplier's tickets. Title for finished work shall pass to the Customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first. The Company cannot be held responsible for late deliveries of any printed material delivered by the United States Postal Service, UPS, FedEx or any other third-party carrier. Once the material leaves the Company facility, we have no control over any delays that may occur.

Production Schedules. Production schedules will be established and adhered to by the Customer and the Company, provided that neither shall incur any liability or penalty for delays due to causes beyond their control; including, but not limited 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, and acts of God. Where production schedules are not adhered to by the Customer, final delivery date(s) will be subject to renegotiation.

<u>Customer Furnished Materials</u>. Paper stock, inks, camera copy, film, color separations and other Customer furnished material shall be manufactured, packed and delivered to Company's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to Customers.

<u>Terms.</u> Payments shall be whatever was set forth in the Proposal or Invoice unless otherwise provided in writing. Claims for defects, damages or shortages must be made by the Customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that the order fully complies with terms, conditions and specifications.

Liability. The Company's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, Company shall have the right, if necessary, to retain possession of and shall have a lien on all Customer property in Company's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance or guarantee of payment shall not affect such security interest and lien.

Indemnification. The Customer shall indemnify and hold harmless the Company from any and all loss, cost, expense and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions and proceedings that may by instituted against the Company on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that the Company contributed to the matter. The Customer agrees, at the Customer's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against the Company, provided that the Company shall promptly notify the Customer with respect thereto, and provided further that the Company shall give to the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

Venue and Jurisdiction. The parties agree that the terms of this contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and should any dispute arise, the parties agree that the Court of Common Pleas of York County, Pennsylvania or the Middle District of Pennsylvania shall have sole and exclusive jurisdiction over any claims filed in connection with this matter. In the event that the Company must retain counsel to collect any outstanding amounts due, the Customer shall pay the Company's attorney's fees and costs.

<u>Subsequent Printing Jobs.</u> To facilitate and expedite the parties' dealings on future printing jobs, it is agreed that the terms set forth in the Proposal and Additional Terms and Conditions on this page shall apply to all future printing jobs unless amended or contradicted by a writing signed by both parties.

<u>Amendments and Modifications.</u> No addendum to or amendment in the provisions of this Agreement shall be effective or binding upon a party hereto unless embodied in a written instrument executed on behalf of such party by an authorized representative. Notwithstanding the foregoing, and recognizing both the frequency of change orders and press deadlines, Company's written change order sent to Customer shall amend the terms of the specific job it is pertinent to without the countersignature of Customer, provided that Customer does not controvert the change order within 24 hours of receipt thereof by mail or fax.

Signature

Date