

Please fax your completed application to: 972-462-7847



Acct. # _____

652 Southwestern Blvd. • P.O. Box 506 • Coppell, TX 75019 • (972) 462-0100 • (800) 527-2878

CREDIT APPLICATION AND PURCHASE AGREEMENT

CORPORATE NAME: _____ / D/B/A / _____ **TELEPHONE:** (____) _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

DATE BUSINESS BEGAN: _____ **THIS BUSINESS IS A:** _____ **IF CORPORATION:** _____

OF EMPLOYEES: _____ **SOLE PROPRIETORSHIP** **SUBSIDIARY OF:** _____

FAX NUMBER(s): _____ **PARTNERSHIP** **APPROX. # OF SHAREHOLDERS:** _____

E-MAIL ADDRESS(es): _____ **CORPORATION** **STATE OF INCORPORATION:** _____

CHARTER # _____

FEIN # _____

THE OWNER OR, IF CORPORATION, THE OFFICERS ARE (CIRCLE ONE)

	OWNER/PRESIDENT	OWNER/VICE PRESIDENT	OWNER/TREASURER
NAME			
HOME ADDRESS			
HOME TELEPHONE			
SOCIAL SECURITY #			
DRIVER'S LICENSE #			

PAYMENT METHOD:

_____ We will pay in advance for each order. NO credit check needed. No credit is herein requested.

_____ You will bill us OPEN ACCOUNT and ship to us or drop ship to our customers under our label. (If you want OPEN ACCOUNT

TERMS please answer the following questions.

APPLICATION FOR OPEN ACCOUNTS TRADE REFERENCES

	COMPANY NAME	YOUR ACCT. #	ADDRESS	TELEPHONE/FAX
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

BANK NAME AND ADDRESS _____ **FAX:** _____

ACCOUNT NUMBER _____ **OFFICER TO CONTACT** _____

TERMS AND CONDITIONS

1. This Credit Application and Purchase Agreement is entered into and performable in Dallas County, Texas. All orders to be placed and all amounts due for goods and services from TST/IMPRESO, INC. are payable to P.O. Box 506, Coppell, Dallas County, Texas 75019. TST/IMPRESO, Inc. is authorized by Customer to make any and all credit inquiries of Customer.

2. QUOTATION: Quotations over 30 days are subject to review before acceptance. All phone quotations are subject to change after sample has been submitted to TST/IMPRESO, Inc. A quotation is not an extension of credit.

3. **ORDERS:** Orders entered, verbal or written, cannot be cancelled, except upon terms that will compensate TST/IMPRESO, Inc. against loss. ALL SPECIAL ORDERS shall be acknowledged by TST/IMPRESO, Inc., and Customer shall have 72 hours from the date the order is received by TST/IMPRESO, Inc. within which to make any corrections, additions, or deletions in writing to the specifications recited in any acknowledgments. If not notified of any modifications, TST/IMPRESO, Inc. shall be free from any liability or responsibility to Customer for having prepared any order in accordance with said specification.
4. **CONDITION OF COPY:** Typesetting costs are based on the receipt of original copy or manuscript copy clearly typed or hand lettered. Condition of copy that deviates from this is subject to re-estimating and/or pricing review by TST/IMPRESO, Inc. at time of submission of copy with order.
5. **PRINTING:** Register of any printing or carbons on any orders will be held to a tolerance of 1/12+. TST/IMPRESO, Inc.'s standard color inks will be used on all orders unless indicated otherwise., if TST/IMPRESO, Inc. is to match any particular color of ink requested by Customer, TST/IMPRESO, Inc. does not guarantee absolute match.
6. **PREPARATORY MATERIALS:** Artwork, type, plates, cuts, negatives, positives, and other items supplied by TST/IMPRESO, Inc. shall remain the property of TST/IMPRESO, Inc.
7. **ALTERATIONS:** Alterations represent work performed in addition to the original furnished specifications. Any additional work will be charged at current rate.
8. **PROOFS:** Proofs will be returned with the original copy. Corrections are to be made on proof copy and returned marked "O.K." or "O.K. with corrections" and signed by the Customer. If revised proofs are desired, requests must be made when proofs are returned. TST/IMPRESO, Inc. regrets any errors that may occur through typesetting, but will not be held responsible for errors. If the work is printed per Customer's okay, or if changes are communicated verbally, TST/IMPRESO, Inc. will not be responsible for errors if the Customer has not returned proofs marked "O.K." or "O.K. with corrections and clearly indicated same.
9. **OVERRUNS OR UNDERRUNS:** Overruns or underruns not to exceed 10% on quantity orders. TST/IMPRESO, Inc. will bill for actual quantity shipped within this tolerance. If no overrun or underrun is acceptable, purchase order must clearly indicate, and a surcharge will be assessed.
10. **DELIVERY:** Delivery rates are not guaranteed. Unless otherwise specified, the price quoted is for a single shipment, without storage from a TST/IMPRESO, Inc. manufacturing plant or warehouse. All products may not be available at all plant/warehouse locations. Proposals are based on continuous and uninterrupted production of complete order. Special priority pickup or delivery service will be provided at current rate. Title for furnished work shall pass to the Customer upon delivery to carrier at shipping point, or upon mailing of invoices for finished work, which ever occurs first.
11. **PRODUCTION SCHEDULES:** Production schedules will be established and maintained by TST/IMPRESO, Inc. TST/IMPRESO, Inc. will do all possible to meet Customer's requested shipping date, but is not liable for damages if scheduling date is missed. TST/IMPRESO, Inc. will not be held liable for any delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority, and acts of God or other causes beyond the control of TST/IMPRESO, Inc.
12. **CUSTOMER FURNISHED MATERIALS:** Paper stock, camera copy, negatives, color separations, inks, and other Customer furnished materials shall be manufactured, packed and delivered to TST/IMPRESO, Inc.'s specifications. Additional cost due to delay or impaired production caused by Customer furnished materials will be charged to the Customer.
13. **STANDARD INVOICE TERMS:** One percent (1%) cash discount allowed when paid by the 15th day following the date of invoice, net due the 30th days following the date of invoice. Discount not allowed on freight charges. Discount not allowed on current items when account has other delinquent items. No shipments made to past due accounts. All accounts not paid by the 30th day following the date of invoice shall be considered thereafter to be past due. Eighteen percent (18%) interest per annum shall be charged on past due accounts. If the specified interest is higher than the rate permitted by law of the state of Customer's business address herein, the interest rate is hereby decreased to the legal maximum. TST/IMPRESO, Inc. reserves the right to vary the terms, conditions and limits of a Customer's open account without notice.
14. **CLAIMS:** Packed quantities within boxes may vary from time to time due to paper calibration and operator error. Every effort is made to pack exactly to quantity stated on carton. Significant variances should be noted in writing so that appropriate adjustments can be made in future shipments. All claims for any type of defect, damage or shortage must be made in writing within a period of ninety (90) days after shipment. Failure to make such claim within the stated period shall constitute irrevocable acceptance and admission that the goods fully comply with terms, conditions and specifications.
15. **COLLECTION OF ACCOUNT:** Customer agrees to pay for all costs of collection such as attorney's fees and court costs incurred on all past due amounts.
16. **LIABILITY:** TST/IMPRESO, Inc.'s liability shall be limited to the stated cost per thousand of any defective goods. Liability shall not exceed the actual cost for replacement of goods originally manufactured by TST/IMPRESO, Inc. and shall in no event include special or consequential damages, nor profits or profits lost.
17. **CUSTOMER'S INDEMNIFICATION:** The Customer shall indemnify and hold harmless TST/IMPRESO, Inc. from any and all losses and costs for any claims or proceedings that are instituted against TST/IMPRESO, Inc. on grounds alleging that printing violates any copyright, or any proprietary interest or invades any personal rights. The Customer agrees to, at his expense, defend and continue the defense of any such claim that may be brought against TST/IMPRESO, Inc.
18. **SECURITY INTEREST:** As security for payment of any sum due or to become due, TST/IMPRESO, Inc. shall have the right to retain possession of and shall have a lien on all Customer's property in possession of TST/IMPRESO, Inc. including work in process and finished work. The extension of Credit, trade acceptances, and guarantee of payment shall not affect such security interest and lien.
19. **RETURNS:** Any order returned to the factory must have written factory approval and a restocking and inspection charge, according to the type of product returned, will be applied against your account. Customer pays freight on all returns.
20. The names of the persons authorized by Customer to place orders are listed below. TST/IMPRESO, Inc. shall not be required to honor any orders placed by anyone else. It is understood and agreed that until customer notifies TST/IMPRESO, Inc. of any changes in these authorized persons, TST/IMPRESO, Inc. may fill any orders placed by them whether oral or written.
21. Customer authorizes TST/IMPRESO, Inc., at its discretion, to obtain personal credit reports on individuals listed in this credit application and purchase agreement.

NAME _____ NAME _____ NAME _____ NAME _____

EXCLUSION OF WARRANTIES: THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT BE APPLIED TO THE GOODS SOLD. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF. ALL ADVERTISED PRICES, QUOTES, AND INVOICES ARE MADE PAYABLE IN U.S. CURRENCY (DOLLARS).

AGREED TO BY: _____ TITLE: _____ DATE: _____



TO FACILITATE YOUR APPLICATION FOR CREDIT, PLEASE SIGN THE PERSONAL GUARANTY BELOW.

WHEREAS, the customer ("Debtor") named in the credit agreement, is now or may from time to time become indebted to TST/IMPRESO, Inc. ("Creditor"). Therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter, whether one or more, call "Guarantor(s)"), jointly and severally hereby unconditionally guarantee to Creditor the prompt payment, at maturity, of any and all indebtedness or other liability, fixed or contingent, direct or indirect, which Debtor may now or at any time hereafter owe to Creditor, together with interest and collection costs as may be provided in any instrument evidencing any such indebtedness or other liability, regardless of whether such indebtedness or other liability arises by open accounts, notes, discounts, or in any other matter whatsoever. This is a continuing Guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or, from time to time, renew it after it has been satisfied. This Guaranty shall not apply to any indebtedness created after actual receipt by TST/IMPRESO, Inc. at its national headquarters or by certified mail, return receipt requested written notice of its revocation as to future transactions.

Guarantor(s) expressly waive diligence on the part of the Creditor against principal Debtor in the collection of any and all said indebtedness; protest, notice and all extension that may be granted to the Debtor. Creditor is not obligated to notify Guarantor(s) of this guaranty acceptance, of any advances made, credit extended, the failure of Debtor to pay indebtedness as it matures, to use diligence in preserving the liability of any person on said indebtedness or other liability, to used diligence in bringing suit to enforce collection of the debt due under the Guaranty and Guarantor(s) further agree to pay all reasonable attendant collection costs should this Guaranty be placed for collection.

Should the status of the Debtor change, this Guaranty shall continue and also cover the indebtedness of the Debtor under the new status, according to the terms hereof guaranteeing the indebtedness of the original Debtor.

This is continuing Guaranty, and shall apply to and over the indebtedness and renewals thereof above mentioned or described. The Guarantor(s) may give to Creditor written notice that the Guarantor or Guarantors giving such notice will not be liable hereunder for and indebtedness incurring after giving of such notice, remain and continue as if such Guarantor(s) has been the only Guarantor(s) signing this instrument. The notice above is not considered as given until actually received and acknowledged in writing by an authorized agent of Creditor. In the event of the death of any Guarantor hereunder, the obligation of the deceased shall continue in full force and effect against his estate as to all indebtedness which shall have been created or incurred by the Debtor prior to the time when Creditor shall have received notice, in writing, of such death; and this Guaranty shall from the date of such death continue in full force as to all indebtedness created, incurred or arising after such death, as a Guaranty by the surviving Guarantor(s).

Credit shall not be required to pursue any other remedies before invoking the benefits of this Guaranty, and especially it shall not be required to exhaust its remedies against endorsers, collateral or other security and Creditor may apply any fund, payment, collections by any process of law to otherwise, or in other collateral of the debtor to the satisfaction of any indebtedness of Debtor to Creditor without impairing the character of liability herein assumed and without in any way lessening or reducing the same in amount.

In the event of any proceedings by Debtor for a composition or extension of reorganization under any provisions of the Federal Bankruptcy Act, the undersigned, as Guarantor(s), expressly waives the extension of the obligation of this Guaranty under any provisions of the Bankruptcy Act, and hereby agrees that TST/IMPRESO, Inc. as Creditor may proceed immediately to collect any amounts due under the terms of this Guaranty. Any payments made on the indebtedness hereby guaranteed and which TST/IMPRESO, Inc. may thereafter be required to refund as a preference under any Federal or State law shall not be considered as payment on said indebtedness nor shall it have the effect of reducing the liability to the Guarantor(s) under this Guaranty.

Creditor may assign its rights hereunder in whole or in part, and upon such assignment all the terms and provisions of this Guaranty shall inure to the benefit of such assignee, to the extent so assigned.

Creditor is relying and is entitled to rely upon each and all of the provisions of this Guaranty, and accordingly in any provision or provisions of this instrument should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect.

Each Guarantor agrees that Creditor, in its discretion, may (i) bring suit against the Guarantor(s) jointly and severally or against any or more of them (ii) compound or settle with any one or more the Guarantors for such consideration as Creditor may deem proper, and (iii) release one or more of the Guarantors from liability hereunder, and that no such action shall impair the rights of Creditor to collect the indebtedness hereby guaranteed from the other Guarantors, or any of them, not sued, settled with or released. Guarantors agree among themselves, however, that nothing contained in the paragraph, and no action be Creditor permitted under this paragraph, shall in any way affect or impair the rights of obligations of the Guarantors among themselves. This Guaranty shall bind the heirs and assigns of the Guarantors.

GOVERNING LAW: This agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas, United States of America. Guarantor(s) consents to jurisdiction in Dallas County.

A photostatic or facsimile copy of this signature shall be considered as effective and valid as the original.

NAME OF CUSTOMER _____ (COMPANY NAME)

GUARANTOR SIGNATURE _____ GUARANTOR SIGNATURE _____

PRINT NAME _____ PRINT NAME _____

DATE _____ DATE _____

ACCOUNTS RECEIVABLE EMAIL ADDRESS: _____

GENERAL EMAIL ADDRESS: _____



CUSTOMER NAME _____ CUSTOMER NUMBER _____

The undersigned hereby certifies that the merchandise purchased from you, until this notice is revoked in writing, is purchased for resale and is exempt from Sales and Use Tax. The undersigned holds licenses, permits or certifications as noted in the following states. The undersigned assumes liability for payment directly to these states of any tax due if he uses or consumes the purchased property for a taxable purpose.

PLEASE COMPLETE FORM WITH SALES TAX EXEMPT NUMBER IN SPACE BESIDE STATE

ALABAMA _____	MAINE _____	PENNSYLVANIA _____
ARIZONA _____	MARYLAND _____	RHODE ISLAND _____
ARKANSAS _____	MASSACHUSETTS _____	SOUTH CAROLINA _____
CALIFORNIA _____	MICHIGAN _____	SOUTH DAKOTA _____
COLORADO _____	MINNESOTA _____	TENNESSEE _____
CONNECTICUT _____	MISSISSIPPI _____	TEXAS _____
FLORIDA _____	MISSOURI _____	UTAH _____
GEORGIA _____	NEBRASKA _____	VERMONT _____
HAWAII _____	NEVADA _____	VIRGINIA _____
IDAHO _____	NEW JERSEY _____	WASHINGTON _____
ILLINOIS* _____	NEW MEXICO _____	WEST VIRGINIA _____
INDIANA _____	NEW YORK _____	WISCONSIN _____
IOWA _____	NORTH CAROLINA _____	WYOMING _____
KANSAS _____	NORTH DAKOTA _____	DISTRICT OF COLUMBIA _____
KENTUCKY _____	OHIO _____	* In the alternative, Customer represents it is authorized to do business out-of-state and will resell and deliver properly only to purchasers located outside the state of Illinois.
LOUISIANA _____	OKLAHOMA _____	

General description of products to be purchased _____

Nature of purchaser's business: _____ RETAILER _____ WHOLESALER _____ MANUFACTURER
_____ DISTRIBUTOR _____ OTHER _____

COMPANY NAME: _____

STREET ADDRESS/MAILING: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE #: _____

Authorized Signature: _____ Title: _____ Date: _____