



**The First Impression Group**  
*Creating Print Solutions*

# APPLICATION FOR CREDIT

2700 Blue Water Road, Suite 450, Eagan, MN. 55121  
 Phone 651/683-1125 Fax 651/683-1175 Toll Free 1-888-683-0352

Date \_\_\_\_\_

Order Placed \_\_\_\_\_

Amount \_\_\_\_\_

Corporation     Partnership     Proprietorship

## BILLING INFORMATION

Legal Business Name of Applicant \_\_\_\_\_

Trade Name \_\_\_\_\_

Type of Business \_\_\_\_\_ Business Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Tax Exempt \_\_\_\_\_ (If yes, please send us a tax exempt form for our files.)

## GENERAL INFORMATION

Years in Business \_\_\_\_\_

Officers and Partners: Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Bank Name \_\_\_\_\_ Account No. \_\_\_\_\_ Person to Contact \_\_\_\_\_

## TRADE REFERENCES

Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

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

Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

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

### GUARANTEE

The undersigned (jointly & severally) in consideration of your extending credit to the above, do hereby unconditionally guarantee payment of all indebtedness, liabilities or obligations, said applicant shall at any time owe to First Impression Lithography, or any of its subsidiaries or affiliated companies. This guarantee shall be a continuing, absolute and conditional guarantee and shall remain in full force and effect until expressly revoked by a written notice from the undersigned sent by certified mail, return receipt requested and, also, until all of said indebtedness, liabilities and obligations created before received such notice shall be fully paid.

This guarantee extends to and includes any and all interest due or to become due together with any and all costs and expenses, including but not limited to collection agency fees, attorney fees and court costs incurred by First Impression Lithography or its affiliates or subsidiaries, in connection with any matter covered by this guarantee.

Date Signed \_\_\_\_\_ Guarantor's Signature (no titles) \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone \_\_\_\_\_

### TERMS AND CONDITIONS

All sales made by Printer are subject to the Commercial Printing Terms and Conditions set forth on reverse side hereof. All credit extended pursuant to this credit application is subject to such conditions of sale. Payment terms are net 30 with 1.5% per month late charge on balances over 30 days or the highest rate allowable by law. Terms or conditions of any purchase order or other form issued by the customer, which are in addition to, modify or are inconsistent with the Commercial Printing Terms and Conditions will not be binding upon Printer unless agreed to in a separate writing executed by an officer of Printer.

CONFIRMATION: As an officer or principal of the company named on reverse side hereof, I hereby warrant and represent that the information provided herein is accurate and correct, that I have the authority to execute this document, and that the company agrees to be bound by the terms and conditions of sale set forth below. I also authorize release of necessary bank and credit information to Printer.

Name \_\_\_\_\_ Title \_\_\_\_\_

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

# COMMERCIAL PRINTING TERMS AND CONDITIONS

## 1. PAYMENT TERMS

- a. Net payments shall be due 30 days from the invoice date. Past-due invoices are subject to service charge of 1 1/2% per month on the outstanding balance, or, if less, the maximum such charge permitted by applicable law. Upon notice to the Printer, disputed items shall not be subject to a service charge, provided that Customer does not withhold payment of undisputed items.
- b. Printer shall invoice Customer as follows:
  - (1) Preparatory work, work on plates, presswork and binding - each upon completion of the phase of Printer's services.
  - (2) Charges for storage of paper and other materials furnished by Customer and of finished goods produced by Printer, and charges for shipping - as incurred.
  - (3) Price of paper, pallets and cartons furnished by Printer - each upon Printer's receipt of such item from Printer's supplier.
- c. In advance of the mailing date for goods to be mailed, Customer shall deposit in the appropriate postal service office sufficient funds to cover all mailing costs. Freight charges for common carriers shall be prepaid by Customer. Prepaid freight charges as invoiced to Customer shall be due upon Customer's receipt of invoice and do not reflect volume or trade discounts earned with respect to shipment of work to Customer.
- d. Claims for defects, damages, or shortages must be made by the Customer in writing within a period of fifteen (15) days after delivery or all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

## 2. REMEDIES

Customer's sole and exclusive remedy for Printer's negligence or other tort, breach of warranty or contract by any other claim arising out of or connected with this Offer or any agreement, pursuant to this Offer shall be the return of the selling price allocated to the portion of the work which is nonconforming or, at Printer's option, printing of a correction in subsequent work, if applicable.

IN NO EVENT SHALL PRINTER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY.

## 3. PRINTER'S SECURITY INTEREST AND RIGHTS UPON CUSTOMER'S DEFAULT

By acceptance of this Offer, Customer grants to Printer a security interest in any property of Customer which may at any time come into the possession of Printer, to secure all obligations of Customer to Printer, whether arising prior to subsequent to the date of this Offer, and whether or not arising out of or relating to this Offer. If any amount due Printer from Customer shall remain unpaid at the due date, or if Customer defaults in the performance of any other covenant or condition of any agreement with Printer, Printer shall have the right to terminate its obligations under any agreement arising out of or relating to this Offer, to declare immediately due and payable all obligations of the Customer for the work furnished by the Printer under any agreement arising out of or relating to this Offer, to retain possession of any product or materials owned by Customer (including but not limited to work-in-process and undelivered work) pending payment in full of all such obligations, to change credit terms with respect to any further work furnished by Printer, and/or suspend or discontinue any further performance for Customer until overdue amounts are paid in full and until cash or security satisfactory to Printer covering further work, as may be required by Printer, is deposited in advance with Printer. The foregoing rights of Printer shall be in addition to and not in substitution for any other rights of Printer; and suspension or discontinuance of work by Printer pursuant to this section shall not in any way prejudice any claim or right of action which Printer may have by reason of any breach by Customer of any agreement arising out of or relating to this Offer.

## 4. RIGHT TO ASSURANCE

Whenever Printer in good faith has reason to question Customer's ability or intent to perform, Printer may demand in writing adequate assurance from Customer of Customer's ability or intent to perform, and may suspend performance hereunder pending such assurance. In the event that such a demand is made and such assurance is not given within a reasonable time, Printer may treat that failure as an anticipatory repudiation of the parties' agreement and exercise any appropriate remedy therefore.

## 5. BANKRUPTCY

If Customer makes an assignment for the benefit of creditors, or admits in writing its failure or inability to pay its debts as they become due, or becomes the subject of an "order for relief" within the meaning of that phrase in the U.S. Bankruptcy Code, or applies for or consents to the appointment of a receiver for any of its property, Printer may terminate any agreement arising out of or relating to this Offer, at any time, effective immediately upon notice. Such termination shall not relieve either party from obligations accrued hereunder up to the date of notice of termination.

## 6. WAIVERS

No waiver by either party of any default by the other in the performance or compliance with any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release such other party from compliance with any such provision, condition or requirement in the future; nor shall any delay or omission of either party to exercise any right hereunder of otherwise in law in any manner impair the exercise of any such right thereafter.

## 7. COSTS OF COLLECTION

If Printer commences an action against the Customer arising out of or in connection with this Offer or any agreement arising out of or relating to this Offer, Printer shall be entitled to have and recover from customer its reasonable attorney's fees, collection costs and costs of suit.

## 8. PLACE OF SALE

This agreement is made and entered into in the state of Minnesota for goods, materials and services to be provided and sold by Printer and purchased by Customer in the state of Minnesota. At Printer's option, litigation of any dispute arising hereunder may be commenced in the state of Minnesota. In that event, Customer hereby consents to the jurisdiction of the Courts of the State of Minnesota.

## 9. COMPLETE AGREEMENT

THE TERMS AND CONDITIONS SET FORTH HEREIN SUPERSEDE ALL OTHER PROPOSALS, ORAL OR WRITTEN, AND ALL PREVIOUS NEGOTIATIONS, CONVERSATIONS, OR DISCUSSIONS BETWEEN THE PARTIES TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF PRINTER HAS AUTHORITY TO BIND PRINTER TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT WHICH IS NOT SET FORTH HEREIN, AND THAT ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT WHICH IS NOT SET FORTH HEREIN, AND THAT ANY AFFIRMATION, REPRESENTATION OR WARRANTY WHICH IS NOT SET FORTH HEREIN SHALL NOT CONSTITUTE A WARRANTY.

## 10. INDEMNIFICATION

The customer shall indemnify and hold harmless the Printer 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 be instituted against the printer 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 rights to privacy or their personal rights, except to the extent that the Printer 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 Printer, provided that the Printer shall promptly notify the customer with respect thereto, and provided further that the printer shall give the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.