



GIVING
CREDIT
WHERE
CREDIT
IS DUE.

CREDIT APPLICATION



WELCOME TO LITHTEX PRINTING SOLUTIONS

In a business, it can be difficult to confront the sensitive topics of payment terms and policies. Often it is an obstacle of doing business, yet cash flow and profits are the lifeblood of every company.

The following credit application must be completed to establish your company or business as a credit customer with Lithtex, Inc.

FIRST-TIME CUSTOMERS

First three projects or until credit is established, whichever comes first, will be produced and delivered on a C.O.D. basis.

CREDIT ACCOUNTS

Please allow 5 to 7 business days for proper credit checks and credit approval/limits. Once credit is approved, a credit limit may be applied to your account.

METHODS OF PAYMENT

- Cash
- Personal or Business Check

Verification of funds will be completed, prior to final delivery of finished goods on all checks over \$250.

- MasterCard
- Visa
- American Express

All credit cards have a 4% fee. This fee will be added to the cost of the job.

POSTAGE

All postage must be prepaid to our permit or to yours.

RETURNED CHECKS

A \$50 fee will be charged on returned checks. If we receive two returned checks, invoicing will be on a cash or credit card basis only.

INVOICING

Once you or your company has established credit with Lithtex Printing Solutions, we will invoice within 1-5 days after project completion. All invoices must be paid within 30 days of the invoice date.

SPECIAL PURCHASING REQUIREMENTS

Many of our corporate clients have internal accounting policies which require a Purchase Order before payment is issued for services rendered. If your business has such a policy, please make us aware of this requirement, as we will expect a purchase order number prior to logging the order into our computer management system.

If you have additional comments or concerns please feel free to contact your sales representative or any of the following:

Les Davis
President
ldavis@lithtex.com

Julie Aman
Accounting/HR Manager
juliea@lithtex.com

Thank you for selecting Lithtex.



6770 NW Century Blvd.
Hillsboro, OR 97124
503.641.5367
503.726.4090 fax
www.lithtex.com



CREDIT APPLICATION

Date: _____

ALL INFORMATION MUST BE COMPLETED TO BE ACCEPTED

Lithtex Sales Rep: _____

Company Name: _____

Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

THIS INFORMATION WILL BE HELD IN THE STRICTEST CONFIDENCE AND USED ONLY BY OUR CREDIT DEPARTMENT.

Type of Ownership: Corporation Partnership Sole Proprietor LLC/LLP D&B Number: _____

Name of Principal/Owner: _____ Title: _____

EIN: _____ Year Est.: _____ Credit Requested: \$ _____

Accounts Payable Contact: _____ Phone: _____

Do you require (PLEASE CHECK ALL THAT APPLY): Purchase Orders Job Numbers

BANK REFERENCE

Name: _____ Account Number: _____

Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

CREDIT/TRADE REFERENCE

FOUR REQUIRED - CREDIT CARD REFERENCE NOT ACCEPTED

Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Applicant agrees with Lithtex Printing, as follows with respect to all sales of goods between them, whether or not credit is extended for the sale: **Credit Reports:** Applicant and the person signing this Application and Agreement on behalf of Applicant each authorize Lithtex Printing, to obtain credit and financial information concerning Applicant and the person signing below on Applicant's behalf at any time from any source.

General Terms and Conditions of Sale: Applicant agrees to be bound by the "General Terms and Conditions of Sale" issued by Lithtex Printing, provided with this Application and your Quote Agreement, and acknowledges that the General Terms of Sale are incorporated into and form part of this Application and Agreement, and a part of all agreements between Applicant and Lithtex Printing, for the sale of goods. Applicant is responsible for all state and local taxes that may apply to printed documents received from Lithtex Printing.

Dispute Resolution: Applicant is subject to all the terms and conditions of dispute resolution contained in the General Terms and Conditions of Sale, including the provisions relating to arbitration, interest on overdue accounts and attorney fees contained therein. The Purchaser and Seller agree that all aspects of this contract will be interpreted and construed according to the laws of the State of Oregon with venue in Washington County.

Miscellaneous: (a) Applicant agrees Lithtex Printing is not required to extend the amount of credit requested, nor does the amount of credit requested limit any damages to which Lithtex Printing may become entitled under law. (b) Applicant warrants that the information in this Application and Agreement is complete, true and correct, and the person signing below on behalf of Applicant is authorized to agree to this Application and Agreement by signing below. (c) This Application and Agreement and any other agreement with Lithtex Printing may be executed and transmitted by facsimile, and a facsimile may be deemed an original and be legally binding.

By signing here, you are agreeing to the foregoing and to the General Terms and Conditions of Sale on behalf of Applicant and the authorization to obtain credit and financial information about you and Applicant as stated above.

X: _____
Signature _____ Date _____

Printed Name

PERSONAL GUARANTY

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and to induce Lithtex Printing to extend credit to Applicant named above, the undersigned and, if more than one, each of them (hereinafter "Guarantor(s)"), jointly and severally, unconditionally and irrevocably guarantees all obligations of Applicant to Lithtex Printing, that may now or at anytime in the future be owing to Lithtex Printing by Applicant or any successor thereof, pursuant to the Application and Agreement and regardless of whether Lithtex Printing has previously made demand upon Applicant or instituted any suit, action, or other proceeding against Applicant. This is an open, unlimited and continuing guaranty and Guarantor(s) agrees that any and all credit extended to Applicant now on in the future by Lithtex Printing, is done in material reliance on this guaranty. Guarantor(s) authorizes Lithtex Printing, to obtain credit and financial information about Guarantor(s) at any time from any source. Guarantor(s) is subject to all the terms and conditions of the Application and Agreement, including the General Terms and Conditions of Sale, which is available upon request. Guarantor(s) expressly agrees that he has had full and ample time to review this Guaranty with an attorney of his choice prior to signing. A signed facsimile of this guaranty may be deemed an original and be legally binding.

The terms and conditions contained herein are acceptable to Purchaser.

By signing here you are agreeing to be a Personal Guarantor.

X: _____
Signature _____, Personally _____ Date _____

Printed Name

PLEASE RETURN TO: Julie Aman - Accounting/HR Manager
6770 NW Century Blvd. Hillsboro, OR 97124
Voice (503) 726-4154 • Fax (503) 726-4090 • juliea@lithtex.com

For Credit Dept. Use Only: Credit Approved \$ _____ Limit Terms _____ Date

Refused Date: _____ Reason: _____

Terms & Conditions of Sale

1. Quotations/Estimates: 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, act of God, and other causes beyond Lithtex's control. Canceled orders require compensation for incurred costs and related obligations.

3. Experimental Work: Experimental or preliminary work performed at the customer's request will be charged to the customer at Lithtex's current rates. This work may not be used without Lithtex's written consent.

4. Creative Work: Sketches, copy, dummies, and all other creative work developed or furnished by Lithtex are Lithtex's exclusive property. Lithtex 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 specifications provided. Lithtex can re-quote a job at the 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. Electronic Manuscripts/Images: It is the customer's responsibility to maintain a copy of the original file. Lithtex is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by Lithtex, no claims or promises are made about Lithtex'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.

7. Alterations/Corrections: Customer alterations include all work performed in addition to the original specifications. All such work will be charged at Lithtex's current rates.

8. Prepress Proofs: Lithtex will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to Lithtex on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. Lithtex will not be responsible for undetected production errors if:

- Proofs are not required by the customer
- The work is printed per the customer's OK
- Requests for changes are communicated verbally

9. Press Proofs: Press proofs will not be furnished unless they have been required in writing in Lithtex'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 Lithtex's current rates.

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

11. Overruns/Under-runs: Overruns or under-runs will not exceed 10 percent of the quantity ordered. Lithtex will bill for the 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.

12. Customer's Property: Lithtex will only maintain fire and extended coverage on property belonging to the customer while the property is in Lithtex's possession. Lithtex's liability for such property will not exceed the amount recoverable from the insurance.

13. Delivery: The price quoted is for a single shipment, without storage, F.O.B. Lithtex's platform. Proposals are based on continuous and uninterrupted delivery of the complete

order. If the specifications state otherwise, Lithtex will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to Lithtex or from the customer's supplier to Lithtex are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.

14. Production Schedules: Production schedules will be established and followed by both the customer and Lithtex. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of Lithtex. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

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

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

17. Terms/Claims/Liens: Payment is cash in advance or whatever has been agreed to between customer and provider. Claims for 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, Lithtex and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Lithtex's performance has fully satisfied all terms, conditions, and specifications. Lithtex's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, Lithtex has the right to hold and place a lien on all customer property in Lithtex's 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.

18. Payment Terms: Payment terms are pre-paid cash, or net 30 from date of invoice upon approval of credit unless otherwise specified. The Purchaser and Seller agree that all aspects of this contract will be interpreted and construed according to the laws of the State of Oregon with venue in Washington County. All claims or complaints by customer must be made in writing to Lithtex within 10 days of delivery of the order. Lithtex will charge customer interest on past due accounts at 1½% per month (18% annual rate) or the maximum legal rate, on past due balances. If any event or circumstance occurs that Lithtex in good faith believes may impair customer's creditworthiness or ability to pay, Lithtex may: cancel any order or work in process not yet delivered to customer; refuse to make further shipments; require payment of any or all outstanding customer balances; decrease, cancel or limit customer's credit terms; or require payment in advance for further orders, in addition to any other available remedy.

19. Liability: (1) *Disclaimer of Express Warranties:* Lithtex 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. (2)

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

20. Indemnification: The customer agrees to protect Lithtex from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold Lithtex harmless and save, indemnify, and otherwise defend Lithtex against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence. (1) *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 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 Lithtex 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. (2) *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 Lithtex in all legal actions on these grounds as long as Lithtex:

- Promptly notifies the customer of legal action.
- Gives the customer reasonable time to undertake and conduct a defense.

Lithtex reserves the right to use its sole discretion in refusing to print anything Lithtex deems libelous, scandalous, improper, or infringing on copyright law.

21. Storage: Lithtex will retain intermediate materials used 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 an additional charge. Lithtex is not liable for any loss or damage to stored material beyond what is recoverable by Lithtex's fire and extended insurance coverage.

22. Taxes: All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice.

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

Customers signature

Date

By signing here, you are agreeing to the foregoing Terms and Conditions.