

Dear Customer:

Thank you for the opportunity to do business with you. As part of our solution we strive to make doing business with us as easy as possible and offer two payment terms:

1. **CIA -Cash in advance of printing -payment options are as follows:**

- a. **Payment by Cashier's Check:** Mail check to: P.O. Box 198, Freeport, OH 43973.
- b. **Payment by Wire Transfer:** Please contact Credit Department for instructions.
- c. **Payment by Credit Card:** For your convenience, we will accept Visa, Master Card, American Express and Discover credit card payments. Net amount should be charged prior to shipment. A credit card authorization form should be completed.

2. **Net 30 days of invoice date-payment options are as follows:**

- a. **Payment by ACH:** We are able to perform a direct withdrawal from your bank account. Works like a wire transfer without the fees. An ACH authorization form should be completed. Perfect for those who overnight checks-avoids UPS/FEDEX charges!
- b. **Payment by Check:** Mail check to: P.O. Box 198, Freeport, OH 43973.

**\*NOTE:** Postage is not eligible for terms or payment by credit card. If mailing under Freeport Press permit 21 payment must be either Wire Transfer or Cashier's Check.

The next page is our Application for Credit; please complete the form on your computer then print and fax to 740-658-3963. Please do not hesitate to call me directly, 740-658-4014, with any questions or concerns.

Sincerely,

David Pilcher  
Vice President

**Please Complete on your PC, Print, Sign and Fax to 740.658.3963**

Legal Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address (no p.o. boxes): \_\_\_\_\_ Fax: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Year Business Established: \_\_\_\_\_ Parent Company or DBA: \_\_\_\_\_

Organizational Structure: \_\_\_\_\_ Fed ID /SSN: \_\_\_\_\_ D&B #: \_\_\_\_\_

Acc. Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ \*Email: \_\_\_\_\_

\*NOTE: All invoices will be emailed unless specified in writing otherwise. Web Site: \_\_\_\_\_

Desired Payment Terms: CIA (skip rest and sign below) Net 30 Days (please complete remainder and sign)

Principle's Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_ % Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Principle's Email Address: \_\_\_\_\_

Trade References:

Business Name	A/R Contact	Phone	Fax	City/State
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Business' Bank: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Checking Account Number: \_\_\_\_\_

When/If credit terms are established I/we agree to pay for my/our purchases according to the agreed upon terms payable from the invoice date. If the account becomes delinquent, I/we agree to pay the delinquent service charge of 1.5% per month (18% APY), and any collection, court expenses, and/or attorney fees deemed necessary by you to collect the debt.

The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Freeport Press Inc. to investigate the references listed pertaining to my/our credit and financial responsibility and if necessary review a copy of my business and personal credit report.

\_\_\_\_\_  
**Printed Name**                      **Authorized Signature**                      **Title**                      **Date**

\_\_\_\_\_  
**Printed Name**                      **Authorized Signature**                      **Title**                      **Date**

<b>OFFICE USE ONLY</b>			
<b>TERMS:</b> _____	<b>CREDIT LIMIT:</b> _____	<b>AUTHORIZED BY:</b> _____	

## Freeport Press Inc. Terms and Conditions of Sale

**Accuracy of Specifications:** Quotations are based on the accuracy of the specifications provided. Freeport Press Inc. ("FPI") can quote a job at 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.

**Alterations/Corrections:** Are billed at an hourly rate, and include all work performed in addition to the original specifications.

**Color Proofing:** A color proof is used to simulate how the printed piece will look. 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 variation of this kind occurs, it will be considered acceptable performance and the proof becomes a contract between the client and FPI.

**Creative Work:** "No use shall be made, except by written permission of FPI for all use of this work and for any derivation of ideas from it and compensation (if any) to be determined by FPI."

**Client-Furnished Materials:** Materials furnished by clients or their representative are verified by delivery tickets. FPI bears no responsibility for discrepancies between delivery tickets and actual counts. Client-supplied paper must be delivered according to specifications furnished by FPI. 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 client must be usable by FPI without alteration or repair. Items not meeting this requirement may be repaired by the client or by FPI and may be billable.

**Client's Property:** FPI will only maintain fire and extended coverage on property belonging to the client while the property is in FPI's possession. FPI's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to FPI.

**Delivery:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. FPI's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, FPI will charge accordingly at current rates. Charges for delivery of materials and supplies from the client to FPI, or from the client's representative to FPI are not included in quotations unless specified. Title for finished work passes to the client upon delivery to the carrier at shipping point, or upon mailing of invoices for the finished work or its segments, which ever occurs first.

**Electronic Manuscript or Image:** It is the client's responsibility to maintain a copy of the original file. FPI is not responsible for accidental damage to media supplied by the client or for the accuracy of furnished input or final input. Until digital input can be evaluated by FPI, no claims or promises are made about FPI's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise.

**Experimental Work:** it is customary in the industry to charge for experimental or preliminary work performed at client's request. Rates will be at FPI's discretion. This work cannot be used without FPI's written consent.

**Indemnification:** The client agrees to protect FPI from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold the FPI harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

**Copyrights:** The client warrants that the subject matter to be printed is not copyrighted by a third party. The client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client 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 client agrees to indemnify and hold FPI 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.

**Personal or economic rights:** The client 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 client will, at the client's sole expense, promptly and thoroughly defend FPI in all legal actions on these grounds as long as FPI promptly notifies the client of the legal action and gives the client reasonable time to undertake and conduct a defense. The client reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

**Liability: Disclaimer of Express Warranties:** FPI warrants that the work is as described in the quotation. The client understands that all sketches, copy, dummies, and preparatory work shown to the client are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

**Disclaimer of Implied Warranties:** FPI warrants only that the work will conform to the description contained in the quotation. FPI's maximum liability,

whether by negligence, contract, or otherwise, will not exceed the amount specified in the quotation. Under no circumstances will FPI be liable for specific, individual, or consequential damages.

**Order:** Acceptance of order shall not be effective until acceptance by FPI. Acceptance by FPI may be either by notification to client or by commencing to produce work on the merchandise ordered. If a quotation is made with respect to the cost of printing continuing periodicals (standing orders), orders, from time to time from the customer shall be deemed acceptances of quotation as a continuing offer forming separate contracts unless modified by the printer in advance of the receipt of any particular acceptance. Standing orders require 60 day notification in writing of cancellation or changes in stock size, weight, grade or color. Additionally, if the customer should cancel an order or make paper changes without proper notification, the customer agrees to reimburse Freeport for the cost of any materials purchased for said order.

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

**Over-runs or Under-runs:** Over-runs or under-runs will not exceed the percentage specified in the contract. FPI will bill for actual quantity delivered within this tolerance. If the client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

**Preparatory Materials:** Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by FPI remain FPI's exclusive property.

**Prepress Proofs:** FPI will submit prepress proofs for the client's review and approval. Corrections will be returned to FPI on a "proof approval form" marked "OK," "OK with Corrections," or "Revised Proof Required" and signed by the client. Until the form is received, no additional work will be performed. FPI will not be responsible for undetected production errors if: • proofs are not required by the client; • the work is printed per the client's OK; • requests for changes are communicated orally.

**Press Checks:** Press checks must be requested prior to quotation. A press sheet can be submitted for the client's approval as long as the client is present at the press during make-ready. FPI will charge for any press time lost or alterations or corrections made because of the client's delay or change of mind.

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

**Quotation:** A quotation not accepted within 30 days may be changed.

**Storage:** FPI will retain intermediate materials until the related end product has been accepted by the client. If requested by the client, intermediate materials will be stored for an additional period for additional charge. FPI is not liable for any loss or damage to stored material beyond what is recoverable by FPI's fire and extended insurance coverage.

**Taxes:** It is customary in the industry to charge for all amounts due for taxes and assessments and are the responsibility of the client. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the client has paid the invoice, it is determined that more tax is due, then the client must promptly remit the required taxes to the taxing authority, or immediately reimburse FPI for any additional taxes paid.

**Telecommunications:** FPI is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

**Terms/Claims/Liens:** Standard terms are cash net 30 days of invoice date with approved credit and a properly executed Terms and Conditions Letter. CIA terms are available for clients with poor credit. Claims for defects, damages, errors, or shortages must be made by the client in writing no later than 30 days after invoice date. If no such claim is made, FPI and the client agree that the job has been accepted. By accepting the job, the client acknowledges that FPI's performance has fully satisfied all terms, conditions, and specifications. FPI's liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damage or as specified. As security for payment of any sum due under the terms of an agreement, FPI reserves the right to hold and place a lien on all client property in FPI'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. Invoices over 30 days are subject to 1 ½% interest charge per month. This agreement is made under and is to be governed by the laws of the State of Ohio. Any dispute or disagreement arising shall be resolved by a court with the appropriate jurisdiction within the State of Ohio, or within another state as determined by the Seller, and the Buyer consents to such jurisdiction. Buyer shall be responsible for any costs incurred by Seller in collecting monies owed under this agreement, including but not limited to attorney fees, interest, travel expenses and any other damages or expenses.

**Effective Date: 7-1-2006**



STEC-B  
Rev. 3/15/04

# Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

\_\_\_\_\_  
*(vendor's name)*

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

***Purchaser must state a valid reason for claiming exception or exemption.***

\_\_\_\_\_  
*Purchaser's name*

\_\_\_\_\_  
*Street address*

\_\_\_\_\_  
*City, state, ZIP code*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date signed*

\_\_\_\_\_  
*Vendor's license number, if any*

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.