

# TPS Enterprises Inc / DBA Total Printing Systems

201 S Gregory Dr/ PO Box 375 - Newton, IL 62448

[www.tps1.com](http://www.tps1.com) - 800.465.5200

## CREDIT AGREEMENT

### Company Profile

<b>Legal Name</b>		<b>Trade (Assumed) Names</b>			
<b>Physical Address</b>		<b>Main Phone #</b>	<b>Alt. Phone #</b>		
<b>City</b>		<b>Fax #</b>	<b>FEIN #</b>		
<b>State</b>	<b>Zip</b>	<b>Website</b>	<b>State Tax ID #</b>		
<b>Billing Address</b>		<b>Email</b>	<b>Tax Exempt?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO	
			<b>Company Structure</b>		
<b>City</b>		<b>Other Locations:</b>	<input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Corporation <input type="checkbox"/> PC		
<b>State</b>	<b>Zip</b>		<b>Date Co. Founded</b>	<b>Chartering State</b>	
<b>1<sup>st</sup> Company Principal, Title</b>		<b>Residential Address</b>		<b>Phone</b>	
<b>2<sup>nd</sup> Company Principal, Title</b>		<b>Residential Address</b>		<b>Phone</b>	
<b>3<sup>rd</sup> Company Principal, Title</b>		<b>Residential Address</b>		<b>Phone</b>	

### Trade References

Company Name	Contact Name	Address	Phone Number & Fax Number

### Banking Information

Bank Name	Checking Account	Other Account(s)	Account Type	Branch Phone #
Loan(s)	Loan Amt.	Payment	Secured	Collateral
			<input type="checkbox"/> YES <input type="checkbox"/> NO	

### Client Information

Company	Representative's Name	Title
Billing Address	Phone	Email

# TPS Enterprises Inc / DBA Total Printing Systems

201 S Gregory Dr/ PO Box 375 - Newton, IL 62448

[www.tps1.com](http://www.tps1.com) - 800.465.5200

## CREDIT AGREEMENT

By making this written request for credit, you hereby authorize TOTAL PRINTING SYSTEMS to conduct any credit background check or contact references for credit verification purposes.

**BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE HAVING READ AND UNDERSTOOD ALL TERMS AND CONDITIONS.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_/\_\_\_\_\_  
MONTH DAY

\_\_\_\_\_/\_\_\_\_\_  
YEAR

### TERMS AND CONDITIONS

#### INDEMNIFICATION

The Customer hereby acknowledges and agrees that he/she shall indemnify and hold harmless the Seller from any and all loss, cost, expense, and/or damages including actual attorneys' fees incurred by seller on account of any and all manners of claims, demands, actions, and proceedings that may be instituted against the seller on grounds alleging that the said printing violates any copyright or any proprietary right of any other person, or that it contains any matter that is libelous or slanderous, or invades any person's right to privacy or other personal rights. The Customer hereby agrees, at the customer's sole cost and expense, to promptly defend and continue the defense of any such claim, demand, action, or proceeding, that may be brought against the Seller, provided, that the Seller shall promptly notify the Customer with respect thereto, and, further provided, that the Seller shall give the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. The Seller reserves the right in its sole discretion to refuse to print any matter in which, in its judgment it shall deem improper, libelous, or scandalous or the printing of which would result in the violation of federal, state or local laws.

#### **1-INTEREST RATES AND PENALTIES:**

An interest charge of 1.5 % per month, which is an annual percentage rate of 18%, will be incurred on all late payments. Terms are 50% Adv / Bal prior to ship for new customers and customers without terms. Normal net terms are 30 days from the invoice date, unless otherwise determined in writing.

Should the credit of the Customer in the judgment of the Seller become impaired at any time, the Seller has the right to require payment in advance before making further shipments.

In the event that the Customer fails to make payment as established in this agreement and the Seller retains a collection agency and/or an attorney to collect any unpaid amounts, the Customer assumes full liability for all collection and/or legal fees.

All discounts given are fully voided if the Customer fails to make payment as established in this agreement.

The Seller retains title to the goods until the Customer pays the entire purchase price as specified plus any interest and/or penalties incurred.

Orders regularly entered cannot be cancelled verbally. Notification of cancellation must be in writing prior to the "manufacturing date".

If the Customer terminates an order once work has commenced the Customer will compensate the Seller for any losses related to any work already in progress.

#### **2-DISPUTES AND CLAIMS:**

Claims for defects, damages or shortages must be made by the customer in writing no later than 30 calendar days after delivery. If no such claim is made, the Seller and the Customer will understand that the job has been accepted. By accepting the job, the Customer acknowledges that the Seller's performance has fully satisfied all terms, conditions, and specifications.

The Seller's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages.

The Customer bears the risk of loss, damage to or destruction of the goods from the time of delivery. As security for payment of any sum due under the terms of this agreement, the Seller has a right to hold and place a lien on all customer property in the Seller'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 reasonable collection and/or legal fees incurred.

#### **3-QUOTATIONS:**

A quotation not accepted within 30 calendar days may be changed.

#### **\*\*\*PREPARATORY MATERIALS:**

Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by the Seller remains the Seller's exclusive property.

#### **\*\*\*EXPERIMENTAL WORK & CREATIVE WORK:**

Any experimental work performed by the Seller, such as, but not limited to, sketches, drawings, dummies, compositions, negatives, plates, press work, and materials will be charged for at current rates and may not be used or altered without the prior written consent of the Seller.

#### **\*\*\*ACCURACY OF SPECIFICATIONS:**

Quotations are based on the accuracy of the specifications provided. The Seller can re-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:**

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Seller's current rate.

#### **\*\*\*OVER-RUNS & UNDER-RUNS:**

Over-runs and under-runs will not exceed 10% of the quantity ordered. The Seller will bill for actual quantity delivered within tolerance. If the Customer requires a guaranteed quantity, the percentage of tolerance must be stated at time of quotation.

#### **4-PREPRESS PROOFS:**

The Seller will submit Pre-press proofs along with the original copy for the Customer's review and approval, Corrections will be returned to the provider on a master set marked "OK," "OK WITH CORRECTIONS," or "REVISED PROOF REQUIRED" and signed by the Customer. Until the master set is received, no additional work will be performed. The Seller 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 ORALLY.

#### **5-COLOR PROOFS:**

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 variations of this kind occur, it will be considered acceptable performance.

# CREDIT AGREEMENT

**6-STORAGE:**

Materials not picked up or delivered after completion will incur a monthly storage charge of \$ 20 per month.

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

**7-DISCLAIMER OF IMPLIED WARRANTIES:**

The Seller warrants that the goods and services sold hereunder will conform to the description on the face hereof, will be free of defects in material and workmanship, and will be of the Seller's standard quality. The Seller makes no other warranty of any kind, expressed or implied, including but not limited to merchantability or fitness for a practical purpose. There are no warranties which extend beyond the description on the face hereof. The Seller's liability under this warranty shall be limited to The Seller's option either:

- A- to repair or replace the goods or services ordered; or
- B- to return the purchase price paid by the customer.

**JURISDICTION:** The maker and endorsers of this agreement hereby agree that in the event legal action becomes necessary, jurisdiction and preferred venue shall be Jasper County, and in accordance to the laws of the State of Illinois.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH. \_\_\_\_\_  
**INITIAL**