



1300 Galaxy Way, #3 • Concord, CA 94520-4922
(925) 798-3212 • Fax (925) 798-0343

Credit Application

Customer Name _____
Please use full name and also trade name (if used)

Billing Address _____ Street Address _____
City, State, Zip City, State, Zip

Phone _____ Division or Branch of _____

Buyer _____ Employer Identification No. _____

Years in Business _____ Under Present Management _____ Type of Business _____ # of Employees _____

Sales Tax: All Purchases Taxable Some Purchases Exempt All Purchases Exempt

NOTE: Please complete attached certificate if any purchases are exempt.

Corporation State _____ Partnership No. of Partners _____ Proprietorship

Key Officers or Principals in the Business:

Name _____ Title _____ Address _____

Name _____ Title _____ Address _____

Trade References: (Three Required)

1. _____
Company Name Telephone # Fax #
2. _____
Company Name Telephone # Fax #
3. _____
Company Name Telephone # Fax #

Bank _____
Address _____

Officer _____ Phone _____ Account Number _____

Amount of First Order _____ Credit Level Desired per Month _____

I agree that all payments are to be made to *Galaxy Press, 1300 Galaxy Way, #3 Concord, CA 94520.*

I understand that terms are NET 30 DAYS (upon approval of credit) on purchases, and that all work is subject to Trade Customs listed on page three of this document.

I agree that interest may be charged and must be paid from maturity on all obligations at the maximum rate allowed by law.

I further agree that the undersigned will pay an additional amount for attorneys fees if this account is placed for collection with an attorney representing Galaxy Press.

If this box is checked, the "Guaranty Agreement" (reverse side) must also be completed.

SIGNATURE IS REQUIRED BEFORE CREDIT CAN BE APPROVED.

Signature _____ Title _____ Signature _____ Title _____

Date _____

FOR CREDIT DEPARTMENT USE ONLY

Approved: Yes _____ No _____ Date _____

Account # _____ Salesperson# _____

Submitted By _____
(Galaxy Press Employee)

INDIVIDUAL PERSONAL GUARANTY

I, _____ in consideration of your extending credit at my request to _____ (purchaser) personally guarantee prompt payment of any obligation of the purchaser to Print-N-Stuff Inc. dba Galaxy Press and each of its subsidiaries and affiliated entities. Whether now existing or hereinafter incurred, and I further agree to bind myself on demand any sum which is due by the purchaser to seller whenever the purchaser fails to pay same. It is understood that this guaranty shall be an absolute, continuing guaranty for such indebtedness of the purchaser until revoked in writing by certified mail and receipt is acknowledged

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default of nonpayment, Notice of acceptance of this guaranty, notice of the extending of any guaranteed renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the purchaser of any other party liable to such indebtedness.

In the event of any action by and between the parties to enforce the terms and conditions of this agreement or any and all rights by and among the parties, including payment of any obligation, the prevailing party herein shall be entitled to recover costs and attorneys fees, in addition to any other amounts. Further, venue of said litigation shall be in Contra Costa County, State of California.

In the event more than one party executes this guaranty as guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein the singular shall be construed to include the plural.

SIGNATURE

PRINT NAME

DATE

HOME ADDRESS

HOME PHONE

SOCIAL SECURITY NO.

SIGNATURE

PRINT NAME

DATE

HOME ADDRESS

HOME PHONE

SOCIAL SECURITY NO.

SIGNATURE

PRINT NAME

DATE

HOME ADDRESS

HOME PHONE

SOCIAL SECURITY NO.

WITNESS

DATE

Galaxy Press

TRADE CUSTOMS HAVE BEEN IN GENERAL USE IN THE PRINTING INDUSTRY THROUGHOUT
THE UNITED STATES OF AMERICA FOR MORE THAN 50 YEARS.

1. **QUOTATION** 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, acts of God, and other causes beyond the Galaxy Press control. Cancelled orders require compensation for incurred costs and relates obligations.
3. **EXPERIMENTAL:** Experimental or preliminary work performed at customer's request will be charged to the customer at the Galaxy Press's current rates. This work cannot be used without the Galaxy Press written consent.
4. **CREATIVE WORK:** Sketches, copy, dummies, and all other creative work developed or furnished by Galaxy Press are Galaxy Press's exclusive property. Galaxy Press 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. Galaxy Press can re-quote a job at time of submission of copy, film, tapes, disks, or other input materials don't conform to the information on which the original quotation was based.
6. **PREPARATORY MATERIALS:** Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by Galaxy Press remain Galaxy Press's exclusive property.
7. **ELECTRONIC MANUSCRIPT or IMAGE:** It is the customer's responsibility to maintain a copy of the original file. Galaxy Press is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by Galaxy Press, no claims or promises are made about Galaxy Press's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translation, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
8. **ALTERATIONS/CORRECTIONS:** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at Galaxy Press's current rates.
9. **PREPRESS PROOFS:** Galaxy Press will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to Galaxy Press on a master set marked "O.K.," "O.K. with correction," or Revised proof requires" and signed by the customer. Until the master set is received, no additional work will be performed. Galaxy Press will not be responsible for undetected production errors if: • proofs are not required by the customer; • the work is printed per the customer's O.K. ; • request for changes are communicated orally.
10. **PRESS PROOF:** Press proofs will not be furnished unless they have been required in writing in Galaxy Press's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at Galaxy Press's current rates.
11. **COLOR PROOFING:** Because of differences in equipment, paper, inks, and other conditions between color proofs 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.
12. **OVER-RUNS or UNDER-RUNS:** Over- runs and under-runs will not exceed 10 percent of the quantity ordered. Galaxy Press will bill for 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.
13. **CUSTOMER'S PROPERTY:** Galaxy Press will only maintain fire and extended coverage on property belonging to the customer while the property is in Galaxy Press's possession. Galaxy Press'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 Galaxy Press.
14. **DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Galaxy Press's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Galaxy Press will charge accordingly at current rates. Charges for delivery of materials and supplier to Galaxy Press, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finishes work or its segments, whichever occurs first.
15. **PRODUCTION SCHEDULES:** Production schedules will be established and followed by both the customer and Galaxy Press. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strike, accidents, action of government or civil authority, acts of God, or other causes beyond the control of Galaxy Press. In such cases, schedules will be extended by an amount of time equal to delay incurred.
16. **CUSTOMER-FURNISHED MATERIALS:** Materials furnished by customers or their suppliers are verified by delivery tickets. Galaxy Press bears no responsibility for discrepancies between delivery tickets and actual counts. Customers-supplied paper must be delivery according to specifications furnished by Galaxy Press. 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 Galaxy Press without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by Galaxy Press at Galaxy Press's current rates.
17. **OUTSIDE PURCHASES:** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
18. **TERMS/CLAIMS/LIENS:** Payment is net cash 30 calendar days from date of invoice. 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, Galaxy Press and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Galaxy Press's performance has fully satisfied all terms, conditions, and specifications. Galaxy Press liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, Galaxy Press's possession, this right applies even if credit has been extended, notes have been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.
19. **LIABILITY. 1. Disclaimer of Express Warranties:** Galaxy Press 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:** Galaxy Press warrants only that the work will conform to the description contained in the purchase order. Galaxy Press's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will Galaxy Press be liable for specific, individual, or consequential damages.
20. **INDEMNIFICATION:** The customer agrees to protect Galaxy Press from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold Galaxy Press harmless and save, indemnify, and otherwise defend him/her against claims, demands action, 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 in order 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 for reproduction. To support these warranties, the customer agrees to indemnify and hold Galaxy Press harmless for all livability, 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 Galaxy Press in all legal actions these grounds as long as Galaxy Press: • promptly notifies the customer of the legal action; • gives the customer reasonable time to undertake and conduct a defense. Galaxy Press 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.
21. **STORAGE:** Galaxy Press will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stores for an additional period at additional charge. Galaxy Press is not liable for any loss or damage to stores material beyond what is recoverable by Galaxy Press's fire and extended insurance coverage.
22. **TAXES:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. 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 customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse Galaxy Press for any additional taxes paid.
23. **TELECOMMUNICATIONS:** Unless other wise agreed, the customer will pay for all transmission charges. Galaxy Press is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

The above are revisions adopted by the Printing Industries of America, the National Association of Printers and Lithographers, and the Graphic Arts Technical Foundation on behalf of their memberships. The previous update of Trade Practices was done in 1985.

This order will be accepted with the understanding that prices in effect at time of shipment will prevail. Moreover, this order is subject to cancellation by Galaxy Press in the event of factory or supplier's failure to deliver bid items and/or other supplies of quality and quantity as specified.

CALIFORNIA - BLANKET CERTIFICATE OF RESALE

Name or purchaser, firm, or agency

Address of Purchaser (Street & number, P.O. Box or Route number)

City, state, zip code

I HEREBY CERTIFY: That I hold valid seller's permit No. _____ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

that the tangible personal property described herein which I shall purchase from:

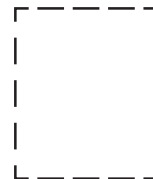
Galaxy Press

will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Description of property to be purchased:

Signature of Purchaser or Authorized Agent

Title

Date



PLEASE RETURN TO:

Galaxy Press

1300 Galaxy Way, #3
Concord, CA 94520-4922