



Ram Offset Lithographers, LLC

2651 Avenue G • White City, Oregon 97503 • 541-826-3155 • 800-352-6888 • Fax 541-826-5467

INSTRUCTIONS: Please type or print, supplying all information requested. Signature of owner, partner, or corporate officer is required. If corporate officer, supply title.

Credit Limit Requested

Company/Trade Name

Legal Name if Different

Billing Address (Street, City, Zip Code)

Shipping Address if Different

Telephone Number

Fax Number

IF SOLE PROPRIETORSHIP OR PARTNERSHIP:

Owner's Name

Social Security Number

Partner's Name

Social Security Number

Partner's Name

Social Security Number

IF CORPORATION OR LLC/LLP:

State in which Incorporated

President

CREDIT REFERENCE/BANK:

Bank Name

Branch Name

Do you have a borrowing relationship? No Yes

CREDIT REFERENCES/TRADE (Please List Three):

1.) Name of Firm

Number & Street

City, State, Zip Code

Telephone & Fax Number

2.) Name of Firm

Number & Street

City, State, Zip Code

Telephone & Fax Number

3.) Name of Firm

Number & Street

City, State, Zip Code

Telephone & Fax Number

NOTE: We may require a Financial Statement if the above information is insufficient or incomplete or your business is less than two years old.

Accounts Payable Contact:

Purchase Order required? No Yes

The above information is submitted by the undersigned for the purpose of obtaining credit. The undersigned agrees to pay all invoices within the terms of sale: net 30 days from date of invoice (O.A.C.), past due thereafter. 2 percent per month "service charge" will be assessed on all past due accounts. Purchaser agrees to pay in accord with the foregoing terms of sale and further agrees to pay all collection costs and attorney's fees necessary to collect past due amounts, as permitted by law. (NOTE: If sufficient time is not given for processing your credit application our terms are 50% down at start of job and balance on delivery.)

PERSONAL GUARANTY— In consideration of the extension of credit to the above-named Applicant, the undersigned hereby personally guaranty to RAM OFFSET LITHOGRAPHERS, LLC, here in after known as "Company", each and every obligation undertaken or owed by the Applicant to the Company, including the duty of prompt payment when due of every claim, attorney's fee, credit charge, account, past due service charge, or other payment owed to the Company. This guaranty is a continuing one and shall terminate only upon the satisfaction of each and every obligation of Applicant owed to Company. The undersigned agree that it shall not be necessary for Company to institute suit or exhaust its legal remedies against Applicant in order to enforce the guaranty. The undersigned agree that this guaranty may be immediately enforced by Company on the non-payment when due of any amount due by the Applicant to Company. The undersigned agree that Company may, from time to time, extend the time for performance or otherwise modify, alter or change its business agreements with the Applicant, may extend the time for payment of all sums hereby guaranteed, and may receive and accept notes, checks and other instruments for payment of money by the Applicant and extension or renewals therefore without in any way releasing or discharging the undersigned. This guaranty shall remain in force until revoked by the undersigned by providing Company with written notice of such revocation. Such revocation shall apply only to transactions entered into after Company's receipt of such notice. If more than one guarantor has signed below, this guaranty shall be jointly and severally binding on each guarantor, their heirs, personal representative and assigns. In the event of any action to enforce any of the terms or conditions of this guaranty, the prevailing party in such action and any appeal resulting therefrom shall be entitled to recover from the other party such reasonable attorney fees as the court may award. The undersigned consent(s) to the jurisdiction of the courts of the State of Oregon, agrees that his guaranty shall be construed in accordance with the laws of the State of Oregon and agrees that venue for any suit or action shall be in the courts of Jackson County, Oregon.

Please see reverse side for Standard Graphic Communications Business Practices as prepared by the National Association of Printers & Lithographers (NAPL). Please note that signatures below constitute acceptance of these standard practices unless otherwise stipulated in writing.

Signature of (Owner, Partner, or Corporate Officer only)

Signature of (Owner, Partner, or Corporate Officer only)

Title (Owner, Partner, Corporate Officer)

Date

Title (Owner, Partner, Corporate Officer)

Date

# National Association of Printers & Lithographers (NAPL) Standard Graphic Communications Business Practices

**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 provider's control. Canceled orders require compensation for incurred costs and related obligations.

**3. EXPERIMENTAL WORK.** Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.

**4. CREATIVE WORK.** Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider 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. The provider can re-quote a job at time of submission if files or other input materials don't conform to the information on which the original quotation was based.

**6. PREPARATORY MATERIALS.** Art work, disks, and all other items supplied by the provider remain the provider's exclusive property.

**7. ELECTRONIC MANUSCRIPT OR IMAGE.** It is the customer's responsibility to maintain a copy of the original file. The provider 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 the provider, no claims or promises are made about the provider'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.

**8. ALTERATIONS/CORRECTIONS.** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

**9. PREPRESS PROOFS.** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider 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. The provider 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 PROOFS.** Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.

**11. 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 variation of this kind occurs, it will be considered acceptable performance.

**12. OVER-RUNS OR UNDER-RUNS.** Over-runs or under-runs will not exceed 10 percent of the quantity ordered. The provider 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.** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider'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 the provider.

**14. DELIVERY.** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, 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 finished work or its segments, whichever occurs first.

**15. PRODUCTION SCHEDULES.** Production schedules will be established and followed by both the customer and the provider. 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, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. 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. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Art work, special dies, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider'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 (O.A.C.). 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, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider's 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, the provider has the right to hold and place a lien on all customer property in the provider'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.

**19. LIABILITY.** 1. *Disclaimer of Express Warranties:* Provider 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:* The provider warrants only that the work will conform to the description contained in the purchase order. The provider'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 the provider be liable for specific, individual, or consequential damages.

**20. INDEMNIFICATION.** The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider 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.

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 matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider 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 the provider in all legal actions on these grounds as long as the provider:

- promptly notifies the customer of the legal action;
- gives the customer reasonable time to undertake and conduct a defense.

The provider 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.** The provider will retain intermediate materials 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 additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider'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 the provider for any additional taxes paid.

**23. TELECOMMUNICATIONS.** Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.