



CREDIT APPLICATION

6611 Portwest Drive, #190, Houston, TX 77024 713.869.7700 Fax: 713.341-7857 e-mail: info@imageset.com www.imageset.com

Full Company Name _____

Street Address _____

Billing Address _____

City/State/Zip _____

Phone _____ Fax _____ URL _____ No. of employees _____

Authorized Purchasers Name Title

1) _____

2) _____

3) _____

Tax Exempt? Yes No (If exempt, we must have form on file.)

Check which applies: Proprietorship Partnership Corporation

Is your Company a Branch Subsidiary Name of parent company _____

P.O. # Required? Yes No

Accounts Payable Contact _____

Accounts Payable email _____

Description of your Companys services _____

Bank Reference:			
Bank Name _____	Account Number _____		
City/State _____	Phone Number _____		
Trade Credit References (List minimum of three):			
	<u>Name</u>	<u>Address</u>	<u>Phone</u>
	<u>Fax #</u>		
1) _____			
2) _____			
3) _____			

TERMS AND CONDITIONS

Payment for all purchases is due 30 days from the invoice date. No finance charge will be added to the amount due if paid within thirty (30) days from date on which payment is due. A finance charge will be made on any balance of any account that is thirty (30) days from date on which payment is due. A finance charge will be made on any balance of any account that is thirty (30) days or more past due at the periodic rate of 1.5% per month, which is an annual percentage rate of eighteen (18%) percent. Payment shall be made to the Seller in U.S. currency at the address stated below. Should the credit of Buyer 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.

This Agreement cannot be modified except in writing and signed by both parties in this Agreement.

The Buyer bears the risk of loss, damage to or destruction of the goods from the time of delivery. The Seller retains title to the goods until the buyer pays the entire purchase price as specified plus any interest hereon.

Unless otherwise modified by any provision of this contract, it is expressly agreed that this contract shall be governed by the statutes and the common law of the State of Texas.

Orders regularly entered, whether verbal or written, cannot be canceled by the buyer except upon terms that will compensate the Seller against loss. The Buyer hereby agrees that the Seller has the right to establish the price for such compensation.

Any experimental work performed by the Seller such as, but not limited to, sketches, drawings, competitions, press work, and materials will be charged for at current rates and may not be used without the authorization of the Seller.

Preparatory work such as, but not limited to, specifications, quotations, proposals, sketches, copy, dummies, type, diskettes, database, programs, or proofs created or furnished by the Seller; shall remain the Seller's exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon written agreement by the Seller and upon compensation to be determined by the Seller.

Materials, artwork, computer files or diskettes, negatives, and other items provided to the Seller by the Buyer; remain the property of the Buyer. The Buyer hereby agrees, however, that the Seller may retain possession of these Buyer provided items until such time as the Buyer makes full payment to the Seller. Seller agrees not to use the Buyer's property or data except on such Buyer's orders, unless the Buyer has provided the Seller with written permission.

(continued on back)

Paper, stock, inks, files, computer files and other Buyer furnished material shall be produced, packed and delivered to the printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the Buyer.

Any claims for defects, damages or shortages of an order delivered must be made by the Buyer in writing within a period of ten (10) calendar days after delivery. Failure to make such claim in writing or

within the specified time constitutes an acceptance and admission by the Buyer that the order fully complies with the terms, conditions, and specifications required.

The Seller's sole warranty is that the service will conform to the description agreed to in writing and will be free of defects of material and workmanship and will be of the Seller's standard quality. **There are no other representation or warranties, expressed or implied, made by the Seller or relied upon by the Buyer in any transaction under this Agreement.**

The Buyer hereby agrees that the amount of the Seller's liability shall be limited to either the stated selling price of the service, the obligation to reproduce the job, or to replace the job and in no event shall include special, consequential or incidental damages including profits, or lost profits, or for any other costs.

The Buyer agrees that the Seller's liability with respect to the Buyer's goods which are in the possession of the Seller and which may become damaged, lost, stolen or ruined is limited to the amount received by the Seller from the Seller's insurance coverage, if any.

The Buyer hereby states and agrees that if the Buyer is acting as Agent for a third party, or as a Broker; that the fact is hereby disclosed to the Seller by initialing one of the following:

_____The Buyer is the person responsible for payment

_____The Buyer is acting as Agent or broker for third parties who are equally responsible for payment

The Buyer hereby agrees that he/she will disclose to the Seller the proper name and address of persons for whom the buyer is acting in behalf of as Agent or Broker. The buyer hereby agrees that the Seller has the right to obtain financial and credit history information of the person(s) for whom the buyer is acting as Agent or Broker; and that the Seller may accept or reject an order based on this information.

If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, or if collected by lawsuit or through the probate or bankruptcy court, or if any action of foreclosure be had hereunder; buyer shall be liable for reasonable attorney's fees, collection expenses, court costs, and filing fees incurred by the Seller.

The Seller, or any credit bureau or investigative agency employed by the Seller; is hereby authorized by the Buyer to investigate the references provided, statements provided or other data obtained from the Buyer or from any other person pertaining to the buyer's credit or financial condition or responsibility.

Amount of Credit Desired by the Buyer in any 30 Day Period _____

The above information is for the purpose of obtaining an open account with the company named below (referred to as Seller), and is warranted to be true by the undersigned applicant (referred to as Buyer). This Agreement is subject to acceptance by the Seller. In the event that this agreement is accepted by the Seller, the following provisions constitute additional terms of the contractual agreement between the Buyer and the Seller.

A. The Buyer hereby requests the Seller to grant credit to the Buyer and in consideration of such credit agrees to pay all debts hereinafter incurred by the buyer at the rate of interest herein described.

B. The Buyer further agrees to comply with the Terms and Conditions printed in the agreement, or attached as part of this Agreement, and the Buyer's signature hereto warrants that it has read, understands and accepts these Terms and Conditions as printed, and has signed the same as an Agreement with Seller for the future purchase of goods and services from time to time.

C. The Buyer represents that it is presently financially solvent and agrees to notify the Seller within ten (10) days of the occurrence of any event which renders it insolvent.

Seller:

The Seller hereby accepts this Agreement:

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6611 Portwest, Suite 190

Houston, Texas 77024

713-869-7700

Accepted by _____

Title _____

Date _____

Buyer:

The undersigned hereby states to be the Buyer and has read and understands this Agreement and agrees with its provisions:

Firm Name: _____

Address _____

City/State/Zip _____

Telephone _____

Signature _____

Printed Name _____

Title _____

Date _____

(Agreement must be signed by an officer of Corporation or Owner of Company)