



CREDIT APPLICATION AND AGREEMENT

Tewell Warren Printing

4710 Lipan St. Denver, CO 80211
303-458-8505

Sales Representative: _____

Desired Credit Limit: _____

Date: _____

Approved By: _____ Date: _____

Approved By: _____ Date: _____

Customer Business Name _____

Address: _____ Zip Code: _____

Customer Individual Name: _____

Address: _____ Zip Code: _____

Business Phone: _____ Residence Phone: _____ Fax: _____

State Tax Number: _____ City Tax Number: _____

Social Security Number: _____ Spouse's Name: _____

How long in present business: _____

Individual ()	Partnership ()	Corporation ()
Partnership: (List All Partners) Name/Spouse's Name	Residence Address	Soc. Sec. Number
1. _____	_____	_____
2. _____	_____	_____

Corporation:	Residence Address	Soc. Sec. Number
Pres. _____	_____	_____
V.P. _____	_____	_____
Sec'y. _____	_____	_____
Treas. _____	_____	_____

Suppliers	<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Fax</i>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

FINANCIAL INFORMATION

Bank _____ Branch _____ Phone _____ Fax _____ Acct.# _____

Bank _____ Branch _____ Phone _____ Fax _____ Acct.# _____

I authorize each of the references listed above to release information to **Tewell Warren** by telephone, fax or by mail. A fax or photocopy of this application is to be treated the same as an original.

FOR APPLICATION TO BE CONSIDERED AN AUTHORIZED SIGNATURE IS REQUIRED

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TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in a signed writing by the parties, the following Terms and Conditions apply to all transactions between the parties.

- 1. QUOTATION.** Upon request, Printer will provide to Customer an estimate of the price at which the order can be completed (a "Quotation"). Quotations are based on the expectation that the specifications provided by Customer are accurate. Copy, film, disks, tapes, or other input materials which, in Printer's sole discretion, fail to conform to the specifications upon which the Quotation was based shall render the Quotation void and a new Quotation may be issued. Customer has thirty (30) days from the date of the Quotation to notify Printer of acceptance of the Quotation. After such time, the Quotation will expire and new terms may be negotiated. Printer is not responsible or liable for errors, omissions, or additional costs resulting from faults in transmission.
- 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 Printer's control. Upon Customer cancellation of any order, Customer shall pay to Printer compensation for any and all costs and related obligations incurred by Printer in connection with such order.
- 3. EXPERIMENTAL OR PRELIMINARY WORK.** Experimental or preliminary work performed at the Customer's request will be charged to the Customer at Printer's current rates. Such work, and any ideas obtained there from, are the exclusive property of Printer and may not be used by Customer, except upon compensation to and written consent of Printer.
- 4. CREATIVE WORK.** Creative work performed at Customer's request will become Customer's property upon payment to Printer of all amounts due in connection with the order.
- 5. PREPARATORY MATERIALS.** Preparatory materials will be charged to the Customer at Printer's current rates unless specifically included in the Quotation and shall remain Printer's exclusive property unless otherwise agreed in writing.
- 6. ALTERATIONS/CORRECTIONS.** Alterations/corrections includes all work performed in addition to the original specifications. Such work will be charged to the Customer at Printer's current rates.
- 7. PRE-PRESS PROOFS.** Final pre-press proofs referred to as: the "Master Proof", along with the original copy provided by the Customer will be submitted to the Customer for review. The Master Proof must be signed, dated and returned to the Printer marked "O.K." or "O.K. with Corrections." If corrections are required, they must be marked on the Master Proof. If a revised Master Proof is desired, request must be made when proofs are returned. Printer is not responsible for errors if Customer: (i) failed to return the Master Proof with indication of changes; (ii) instructed Printer to proceed without review of the Master Proof; (iii) communicated changes verbally; or (iv) if work printed upon Customer's "O.K."
- 8. PRESS PROOFS.** Unless specifically provided for in a Quotation, press proofs will be available only at Customer's written request, and will be charged to the Customer at Printer's current rates. An inspection sheet can be submitted for Customer approval, provided Customer is available at the press during the time of make ready. Lost press time due to Customer delay or Customer alterations/corrections will be charged to the Customer at Printer's current rates.
- 9. COLOR PROOFING.** Customer acknowledges that because of differences in equipment, processing, proofing substrates, paper, inks, pigments and other differences between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
- 10. OVER-RUNS AND UNDER-RUNS.** Over-runs or under-runs not exceeding 10% (or other agreed percent) on quantities ordered shall constitute acceptable delivery. If Customer requires guaranteed exact quantities, the percentage tolerance shall be doubled. Printer will bill the Customer for actual quantity delivered within these tolerances.
- 11. CUSTOMER'S PROPERTY.** Printer shall be liable for any amount in excess of the amount recoverable from insurance for any loss or damage to any and all Customer property in Printer's possession, including, but not limited to, Customer-furnished materials, raw material, intermediate materials, printed stock, artwork, engraving, and plates. Nothing herein requires Printer to insure any of Customer's property against loss or damage due to any reason. Printer will charge Customer at Printer's current rates, for handling and storage any Customer property including stock or printed matter for more than thirty days. Printer will retain intermediate materials until the related end product has been accepted by Customer. If requested in writing by Customer, intermediate materials will be stored for an additional period at additional charge.
- 12. DELIVERY.** Unless otherwise specified therein, the price in a Quotation only includes a single shipment, without storage, F.O.B. the shipping point, and is based on continuous and uninterrupted delivery of a complete order. Charges related to delivery from Customer or Customer's supplier to Printer are not included in a Quotation. Upon Customer's request, special priority pickup or delivery service, and special packing, will be provided at Printer's current rates. Title for finished work shall pass to the Customer upon the earlier of: (i) delivery to Customer or Customer's carrier; or (ii) mailing of invoices for finished work. Claims for defects, damages, quality or shortages shall be deemed waived and the order will be deemed irrevocably accepted by Customer unless a claim is made by Customer in writing to the Printer within ten (10) days after receipt of all or any part of the order. Customer shall afford Printer prompt and reasonable opportunity to inspect all or any part of order as to which any claim is made.
- 13. PRODUCTION SCHEDULES.** Production schedules will be established [in writing] and adhered to by both the Customer and Printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority, acts of God, and other causes beyond the control of Customer or Printer. Where production schedules are not adhered by Customer, final delivery date(s) will be subject to adjustment.
- 14. CUSTOMER-FURNISHED MATERIALS.** Paper stock, inks, camera copy, film, color separations, and other Customer-furnished materials shall be manufactured, packed, and delivered to the Printer's specifications. Additional costs, due to delays or impaired production caused by specification deficiencies, will be charged to the Customer at Printer's current rates. Customer will bear risk of loss or damage for any materials delivered by it or its supplier to Printer. Materials delivered from customer or its suppliers are verified with delivery ticket only as to cartons, packages, or items shown. The accuracy of quantity or quality indicated on such tickets cannot be verified and Printer shall not be liable for any shortages based on supplier's tickets.
- 15. TERMS.** Customer agrees to make full payment to Printer when due. Payment is net cash 30 calendar days. Unless Printer is notified, in writing, by Customer, within 10 calendar days, of any error contained in the invoice, such invoice or statement will be deemed correct and irrevocably accepted by Customer, and the full amount thereof will be due to Printer. Interest at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by law will be charged on all amounts past due. Failure to make payment will be considered a violation of the terms hereof, and in addition to any other remedies available to Printer, Printer will have the right to suspend or withdraw printing services for Customer's failure to pay. Customer agreed to pay all attorneys' fees, costs and expenses incurred by Printer in the collection of any unpaid balance or any breach of the terms hereof, regardless of whether a lawsuit is actually filed. As security for payment of any sum due to become due under the terms of any agreement, Customer grants a security interest in, and Printer shall have the right, if

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necessary, to retain possession of, and shall have a lien on, all Customer property in Printer's possession, including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances, or guarantees of payment shall be liable for the invoiced price of the order, any other additional charges incurred, the maximum legal rate of interest, and all collection costs incurred. Printer and Customer expressly agree that Denver County, Colorado district courts shall be proper jurisdiction and venue for any action or lawsuit brought in connection with or related to, in any way, this Agreement, the Terms and Conditions, work done between Printer and Customer or the Credit Application. Customer shall pay Printer a \$25.00 service charge on each dishonored check returned to Printer.

16. WARRANTIES. PRINTER WARRANTS THAT THE WORK IS AS DESCRIBED IN THE PURCHASE ORDER. CUSTOMER UNDERSTANDS THAT ALL SKETCHES, COPIES, DUMMIES, AND PREPARATORY WORK SHOWN TO CUSTOMER ARE INTENDED ONLY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF WORK, AND ARE NOT INTENDED TO REPRESENT THE ACTUAL WORK PERFORMED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. PRINTER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL PRINTER'S LIABILITY EXCEED THE INVOICED PRICE OF ANY ORDERS, OR INCLUDE ANY LOST PROFITS, GOODWILL, COST OF SUBSTITUTE GOODS OR SERVICES, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

17. INDEMNIFICATION. Customer shall defend, indemnify, and hold Printer harmless for, from and against any and all losses, costs, expenses, penalties, fines, liabilities, and damages (including court costs and reasonable attorney fees) with respect to or arising out of any claims, demands, inquiries, investigations, proceedings, actions or cause of actions, that Printer may suffer or incur on any and all grounds in connection with the work provided or printed, including, but not limited to, any breach or violation of any obligation of Customer hereunder, any claim that the work contains libelous, obscene or scandalous material or invades the privacy or other personal rights of any person. This indemnification will apply regardless of responsibility of negligence.

18. 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 Customer's exemption certificate (or other official proof) accompanies the purchase order. If, after the Customer has paid the invoice, it is determined that additional tax is due, Customer shall promptly remit the required taxes to the taxing authority, or immediately reimburse Printer for taxes paid on Customer's behalf. Customer agrees to indemnify and hold Printer harmless from and against any actual claims, charges, damages, losses, liabilities, expenses or recovery (including attorney's fees) incurred by Printer which are attributable to Printer not having collected privilege license or similar taxes from Customer attributable to any sums paid by Printer on taxes with respect to the printing services rendered.

19. ELECTRONIC MANUSCRIPT OR IMAGE. Customer is responsible for maintaining a copy of the original electronic file. Printer shall not be liable for any accidental damage to media supplied by the Customer nor for the accuracy of furnished input or final output. Until digital input can be evaluated by Printer, no claims or promises are made about the extent to which Printer can work with jobs submitted in digital format; and no liability is assumed for problems in connection therewith. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged to the Customer at Printer's current rates.

20. NOTICE OF CHANGE OF ADDRESS. Customer agrees to notify Printer within five (5) days of any change of ownership, contacts, address or telephone numbers. Customer also agrees to notify Printer within five (5) days of any material change in its financial condition or insolvency.

21. APPLICATION OF THESE TERMS & CONDITIONS TO WORK PERFORMED BY OTHER CONSOLIDATED GRAPHICS COMPANIES. Customer acknowledges that Printer is owned by Consolidated Graphics, Inc. Customer expressly agrees that the Terms & Conditions contained herein apply to any work performed for Customer by any other company owned or controlled by a Consolidated Graphics, Inc. The Terms and Conditions contained herein are incorporated into any contract or agreement between Customer and any other company owned or controlled by Consolidated Graphics, Inc.

Additional Provisions for the Agreement:

1. CREDIT EVALUATION. To induce Printer to extend credit to Customer, and to enter into this agreement (the "Agreement") for purposes of obtaining goods and services from Printer, Customer makes the following statements intending that the Printer will rely upon the same as true and correct. Customer desires to purchase goods and services from Printer on open account, and hereby agrees in consideration of the creation of the open account, to be bound by all of the terms and conditions of the Agreement and any Printing Trade Customs. Customer is aware that any credit extended to Customer will be based upon information provided in this application or pursuant to this application. Customer hereby authorizes Printer to check Customer's credit background, and such authorization shall continue for the terms of this Agreement as long as Printer is extending, or has been requested to extend, credit to Customer. Customer agrees that any financial statements and other documents provided to Printer are true, complete and correct, and will provide Printer such updated statements and documents from time to time upon request. As of the date of this Agreement and during the term hereof, Customer represents to Printer that it is solvent, and that all financial statements submitted to Printer accurately reflect the current financial condition of Customer.

2. CREDIT EXTENSION AND REVOCATION. Acceptance of any order is subject to credit approval by Printer. Printer reserves the right, at any time, to revoke the credit extended to Customer, and/or to not extend any further credit, if in Printer's sole discretion, the financial condition of Customer does not justify continuance of production or shipment on the credit terms specified, or Customer has violated any terms of this Agreement or the Printing Trade Customs, and in such event, any subsequent shipments to Customer shall be paid for in advance or in delivery as designated by Printer.

3. AUTHORIZED PERSONS. Customer agrees to pay any and all charges, fees and costs that Customer, or any authorized person, incurs on the Customer's account. Unless Customer gives Printer at least ten (10) days prior written notice of any unauthorized persons, Customer agrees that any person who incurs charges on Customer's account is authorized to do so.

4. DEFAULT. In the event that Customer: (i) fails to make payment when due; (ii) makes a general assignment for the benefit of creditors; (iii) is the subject of a bankruptcy; or (iv) violates any provision of this Agreement or the Terms and Conditions, in addition to any other remedies available to Printer, Printer may immediately terminate this Agreement, and suspend or withdraw any services hereunder. Any amounts due hereunder to Printer shall become immediately due and payable by Customer, and Printer shall be entitled to all rights and remedies in equity, at law, or by statute.

5. ENTIRE AGREEMENT; ASSIGNMENT. Upon acceptance by Printer, this Agreement embodies the entire agreement of the parties, and shall be binding upon the inure to the benefit of the parties hereto and their respective legal representatives, executors, heirs, successors and assigns; provided, however, that no party shall have the right to assign any right hereunder, in whole or in part, without the prior written consent of the other party hereto. No promise, representation, or agreement made prior, contemporaneous or subsequent to the execution of this Agreement by either party hereto, and no revocation, partial or otherwise, or change, amendment, additional, alteration, or modification, shall be valid unless the same be in writing signed by both parties.

6. SEVERABILITY. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.



7. **WAIVERS.** Neither the failure or delay on the part of either party to exercise any right, remedy, power or privilege (all referred to as "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights preclude any other or further exercise of the same or of any other rights, nor shall any waiver of any rights with respect to any occurrence be construed as a waiver of such rights with respect to any other occurrence.

THE CUSTOMER CERTIFIES THAT CUSTOMER HAS READ THIS ENTIRE AGREEMENT CAREFULLY (BOTH FRONT AND REVERSE SIDES) AND FULLY UNDERSTANDS THE LIMITATIONS THAT THIS AGREEMENT IMPOSES UPON CUSTOMER AND ACKNOWLEDGES AND AGREES THAT THOSE LIMITATIONS ARE REASONABLE.

Date: _____ Company Name: _____

Signature: _____

(Printed Name) _____

Continuing Personal Guaranty

1. The undersigned, jointly and severally, unconditionally guarantee and promise to pay any and all sums due to the Printer by Customer, that may arise pursuant to the terms of this Credit Application and Agreement, and/or the Printing Trade Customs. If married, both husband and wife must sign the guaranty. If for ANY reason a spouse's signature is missing, then any undersigned guarantor who is married expressly represents that he/she has been duly authorized by the non-signing spouse to act in a representative capacity and execute this guaranty on behalf of the non-signing spouse, so as to bind their marital community.

2. The Printer may proceed against any one of the undersigned without waiving the Printer's right to proceed against any of the remaining Guarantors. The undersigned guarantors waive notice of: Extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line, default of Customer. Each of the undersigned hereby waives: (a) any right to require the Printer to proceed against the Customer, proceed against or exhaust any security held from Customer, or pursue any other remedy; (b) any defense based on release, discharge, modification, impairment or limitation of the liability of the Customer to the Printer from any cause, whether consented to by the Printer or arising by operation of law or from any bankruptcy or other voluntary or involuntary proceeding; (c) all right of subrogation, all rights of indemnity, and any other rights to collect reimbursement from the Customer for any sums paid to the Printer whether contractual or arising by operation of law (including the United States Bankruptcy Code, as amended from time to time, or any successor or similar statute) or otherwise; and (d) all rights to enforce any remedy that the Printer may have against the Customer.

3. This is a Continuing Guaranty which cannot be revoked except by written notice to the Printer signed by each of the Guarantors not to make any further sales to the Customer. Any such revocation will not become effective until ten (10) days after such notice has been received by the Printer by certified mail, return receipt requested. Any such revocation shall only be effective with respect to liabilities arising from the provision of goods and services after the expiration of said ten (10) day period, and shall not affect, in any respect, liabilities incurred by the Customer, prior to that time.

Name of Guarantor: _____ Spouse: _____

Signature: _____ Signature: _____

Address: _____ Address: _____