

# Victor Graphics, Inc.

1211 Bernard Drive  
Baltimore, MD 21223-3302  
Phone: 410/233-8300  
FAX: 410/233-7338

## FOR OFFICE USE ONLY:

DATE: \_\_\_\_\_  
SALESPERSON: \_\_\_\_\_  
ACCT. ADMIN: \_\_\_\_\_  
AMOUNT: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
CSR: \_\_\_\_\_

## CUSTOMER CREDIT REQUEST

In support of your request for credit, we submit herewith the following references:

### BANK:

NAME: \_\_\_\_\_ ACCOUNT#: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TELEPHONE#: \_\_\_\_\_ PERSON TO CONTACT: \_\_\_\_\_

I hereby authorize the above-mentioned bank to release necessary credit information on the above account number for the purpose of completion of this credit application.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

### PRINCIPAL SUPPLIERS:

- 1) NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TEL.#: \_\_\_\_\_ PERSON TO CONTACT: \_\_\_\_\_  
FAX#: \_\_\_\_\_
- 2) NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TEL.#: \_\_\_\_\_ PERSON TO CONTACT: \_\_\_\_\_  
FAX#: \_\_\_\_\_
- 3) NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TEL.#: \_\_\_\_\_ PERSON TO CONTACT: \_\_\_\_\_  
FAX#: \_\_\_\_\_
- 4) NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TEL.#: \_\_\_\_\_ PERSON TO CONTACT: \_\_\_\_\_  
FAX#: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CIT/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TEL.#: \_\_\_\_\_  
YEARS IN BUSINESS (OR DATE INCORPERATED): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TAX EXEMPT?  YES;  NO, IF YES GIVE NUMBER: \_\_\_\_\_

Thank you for your cooperation. We look forward to being of service to you, and call you attention to our terms...Net 30 days. A service charge of 1<sup>1</sup>/<sub>2</sub>% per month (18%) per year will be applied to past due invoices. Victor Graphics adheres to "Printing Trade Customs," which are printed on the reverse side of this application.

# TERMS AND CONDITIONS

**1. GENERAL:** This proposal is subject to all of the Terms printed below, as well as those on the face of this Proposal. Customer's acceptance is limited to these Terms, regardless of any document or communication previously furnished. No additional, different, or inconsistent terms in Customer's purchase order, and no modification or waiver of these Terms, will become part of the Contract between Victor Graphics and Customer, unless agreed upon in writing.

**2. PAYMENT TERMS:** Unless otherwise provided on the face of this Proposal, Payment is due thirty (30) days from the date the work is shipped or otherwise made available to Customer. The amount of any invoice unpaid after thirty (30) days shall bear interest at the rate of one-and-a-half percent (1 1/2%) per month, or fraction thereof, until paid. If Customer's account is placed for collection, Customer agrees to pay all costs of collection, including attorney's fees equal to fifteen percent (15%) of total amount due, regardless of whether suit is filed or a judgment is obtained.

**3. CONDITION OF COPY:** If the condition of the actual copy or manuscript differs materially from that which was originally described and quoted, Victor Graphics shall have the right to requote.

**4. PREPARATORY MATERIALS:** Working mechanical art, type, negatives, positives, and flats (but not plates), when charged and paid for by Customer, shall be the property of Customer.

**5. ALTERATIONS:** Alterations and additional work shall be charged at current rates and be supported with documentation upon request.

**6. PRE-PRESS PROOFS:** When proofs are submitted, corrections shall be made on the master.

**7. OVERRUNS & UNDERRUNS:** Overruns or underruns not to exceed ten percent (10%) on quantities ordered, or such other percentage as is set forth in the Proposal, shall constitute acceptable delivery. Victor Graphics will bill for actual quantity delivered within this tolerance.

**8. CUSTOMER'S PROPERTY:** Victor Graphics maintains fire, extended coverage, vandalism, malicious mischief, and sprinkler, leakage insurance on all property belonging to its customers while such property is in Victor Graphics' possession. Victor Graphics' liability for such property shall not exceed the amount recoverable from such insurance.

**9. DELIVERY, TITLE, AND RISK OF LOSS:** Unless otherwise provided in the Proposal, all prices are F.O.B., Victor Graphics' plant. Shipment and delivery rates are approximate, and are based on prompt receipt by Victor Graphics of all necessary information, copy, proofs, and Customer-furnished materials. Title and risk of loss or damage to the work will pass to Customer upon delivery of the work to the possession of the carrier.

**10. INSPECTION AND ACCEPTANCE:** Customer must inspect each shipment within thirty (30) days of receipt and notify Victor Graphics in writing within such period of any defect or non-conformity, stating precisely the defect or nonconformity claimed. Failure to give such notice within the specified time will constitute acceptance. After work has been (or is deemed) accepted as set forth in the preceding sentence. Customer's sole rights will be as provided in section 11 (relating to Warranties), and Customer may not thereafter revoke its acceptance of, or reject, all or any portion of the work. Victor Graphics may cure any rejected work within a reasonable period. Rejected work may be reworked by Customer, at Victor Graphics' expense, only if Customer receives advance, written authorization therefor.

**11. WARRANTIES:** Victor Graphics warrants that the work will conform to the specifications, samples, or other descriptions set forth in the Proposal, as the same may from time to time be amended by mutual agreement, and that the work will be free of defects in material and workmanship; and Victor Graphics agrees to repair or replace, free of charge, any portion of the work that does not conform to the foregoing,

warranty of which Victor Graphics is given written notice within ninety (90) days of the date of the work was shipped. In resolving conflicts, exact or technical specifications will displace an inconsistent sample or model, and a sample will displace inconsistent general language of description. VICTOR GRAPHICS MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY BREACH BY VICTOR GRAPHICS OF ITS WARRANTIES HEREUNDER WILL BE AS DEFINED AND LIMITED IN THIS SECTION.

**12. LIMITATION OF LIABILITY:** Notwithstanding section 11, Victor Graphics shall have no liability with respect to any defect in the work if Customer has had an opportunity to review or examine a proof or other sample of the work from which the defect could have been discovered. IN NO EVENT, REGARDLESS OF CAUSE, WILL VICTOR GRAPHICS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS ARISING FROM BREACH OF CONTRACT OR WARRANTY, DELAYED DELIVERY, OR ANY OTHER CLAIM OR MATTER WHATSOEVER, EVEN IF VICTOR GRAPHICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND, IN ANY CASE, VICTOR GRAPHICS' AGGREGATE MAXIMUM LIABILITY SHALL NOT EXCEED THE CONTRACT PRICE.

**13. INDEMNIFICATION:** Customer shall indemnify Victor Graphics and hold Victor Graphics harmless from any liability or expense (including, court costs and reasonable attorney's fees) arising out of any claim that the work, or any portion thereof, violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or that it invades any person's right to privacy or other personal rights, except to the extent that Victor Graphics shall be entitled to be represented (at Customer's expense) in any action, suit, or proceeding by counsel of its own selection.

**14. CANCELLATION:** Victor Graphics may, by written notice to Customer, cancel the Contract or suspend further performance without cancelling or terminating the Contract if Customer fails to make any payment due under, or otherwise breaches, the Contract. If the Contract is cancelled by Victor Graphics, Victor Graphics may exercise each and all of the rights permitted by law or the Contract, including, but not limited to, the rights and remedies permitted a seller of goods under the Maryland Uniform Commercial Code.

## **15. MISCELLANEOUS:**

**(a) Assignment.** Customer may not assign this Proposal or any of its rights under the Contract without the express written consent of Victor Graphics.

**(b) Choice of Law and Jurisdiction.** The validity, construction, and enforcement of the Contract will be governed by the laws of the State of Maryland, including Article 2 of the Maryland Uniform Commercial Code. Customer consents to the jurisdiction of the courts of the State of Maryland and, if subject-matter jurisdiction exists, to the jurisdiction of (and venue in) the United States District Court for the District of Maryland with respect to any action or proceeding arising out of the Contract. Any action or proceeding brought by Customer may be brought only in District Court or the Circuit Court for Baltimore City, Maryland, or in the United States District Court for the District of Maryland.

**(c) Captions.** The captions preceding the various section of these Terms are inserted for convenience of reference only, and may not be used or cited in the construction or interpretation hereof.

**(d) Entire Agreement.** *This proposal sets for the parties' final, complete, and exclusive understanding. No modification or waiver of any of the provisions of the Contract shall be binding upon Victor Graphics, unless set forth in writing and signed by Victor Graphics.*