

CREDIT APPLICATION AND ACCOUNT AGREEMENT

Please fax or mail completed application and addendum to

Publishers' Graphics
140 Della Court Carol Stream, IL 60188
Tel: 630.221.1850 Fax: 630.221.1870

BUSINESS INFORMATION:

Legal Business Name: _____ Date: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Street Address: _____ Resale # _____ State: _____

Attach copy of certificate to this application

City, State, Zip _____ FEIN # _____

Type of Business: ___ Corporation ___ Partnership ___ Sole Proprietor ___ Non-Profit

Years in Business: _____ Status of Practice/Business: ___ New ___ Established

OWNER/PRINCIPAL INFORMATION:

Name: _____ title _____ Social Security # _____

Home Address: _____ City, State, Zip: _____

Name: _____ title _____ Social Security # _____

Home Address: _____ City, State, Zip: _____

Do any unsatisfied judgments exist? ___ YES ___ NO Have you ever filed Bankruptcy ___ Yes ___ NO (If YES, please explain)

BANK/TRADE RELATIONSHIPS:

Primary Bank: _____ Branch _____ Tel: _____

Bank Officer: _____ Account # _____ Fax: _____

As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct.

CREDIT/TRADE REFERENCES: (list 3) You are authorized to investigate the credit references listed.

Name: _____ Tel: _____

Address: _____ Fax: _____

_____ Contact: _____

Name: _____ Tel: _____

Address: _____ Fax: _____

_____ Contact: _____

Name: _____ Tel: _____

Address: _____ Fax: _____

_____ Contact: _____

CREDIT CANNOT BE EXTENDED UNTIL THIS FORM IS COMPLETED, ADDENDUM SIGNED AND CREDIT/TRADE REFERENCES VERIFIED AND APPROVED.

I HAVE READ AND UNDERSTAND ALL CONDITIONS OF THE ATTACHED ADDENDUM

Signature of Owner(s) or Officer(s) TITLE
UPON APPROVAL, IN CONSIDERATION OF CREDIT BEING EXTENDED BY Publishers' Graphics, LLC TO THE ABOVE NAMED APPLICANT FOR MERCHANDISE TO BE PURCHASED WHETHER APPLICANT BE AN INDIVIDUAL OR INDIVIDUALS, A PROPRIETORSHIP, A PARTNERSHIP, A CORPORATION, OR OTHER ENTITY, THE UNDERSIGNED GUARANTOR OR GUARANTORS EACH HEREBY CONTRACT AND GUARANTEE TO Publishers' Graphics, LLC THE FAITHFUL PAYMENT, WHEN DUE, OF ALL ACCOUNTS OF SAID APPLICANT FOR PURCHASES FROM Publishers' Graphics, LLC. THE UNDERSIGNED GUARANTOR OR GUARANTORS EACH HEREBY EXPRESSLY WAIVE ALL NOTICE OF ACCEPTANCE OF THIS GUARANTEE, NOTICE OF EXTENSION OF CREDIT TO APPLICANT, PRESENTMENT, AND DEMAND FOR PAYMENT ON APPLICANT, PROTEST AND NOTICE TO UNDERSIGNED GUARANTOR OR GUARANTORS OF DISHONOR OR DEFAULT BY APPLICANT OR WITH RESPECT TO ANY SECURITY HELD BY Publishers' Graphics, LLC, EXTENSION OF TIME OF PAYMENT TO APPLICANT, ACCEPTANCE OF PARTIAL PAYMENT OR PARTIAL COMPROMISE, ALL OTHER NOTICES TO WHICH THE UNDERSIGNED GUARANTOR OR GUARANTORS MIGHT OTHERWISE BE ENTITLED AND DEMAND FOR PAYMENT UNDER THIS GUARANTEE. ABSENT WRITTEN PERMISSION BY CREDITOR, THIS PERSONAL GUARANTEE MAY NOT BE REVOKED.

DATE

ADDENDUM TO CREDIT APPLICATION AND ACCOUNT AGREEMENT

In consideration of Publishers' Graphics (PG) performance, the undersigned agrees as follows:

1. Client waives all setoff rights against any payments due PG.
2. Payment is due within 30 days after delivery or sooner if indicated by PG's invoice.
3. All late payments owed to PG shall accrue interest at the lesser of 1.5% per month or highest lawful rate.
4. Client shall pay PG all PG's cost and expenses, including attorney's fees incurred by PG to enforce this agreement or collect any sum owed by Client to PG.
5. All disputes shall be settled by arbitration, administer by the American Arbitration Association, in Chicago, IL, under its' Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be enforced in any court located in Cook or DuPage Counties, IL or in any other court having jurisdiction, thereof.
6. Until Client fully pays all PG invoices, PG may, as security for any unpaid invoices, whether or not overdue, retain possession of the following, whether or not related to any unpaid invoices: a) all Client's property and all property of others that Client has delivered to PG, including but not limited to film, art work, disks, camera ready copy, and samples, and b) any PG work product that PG has not delivered to Client. Client shall defend, indemnify and hold PG harmless from all damages for PG's good faith, retention of such property and work product.
7. Client's retention of PG's work product shall constitute Client's acceptance of PG's invoice. Client shall be deemed to have accepted PG's work product unless Client returns the rejected work product to PG within 5 days after delivery.
8. If PG's performance is delayed due to events or a party's act beyond PG's control (including but not limited to malfunctioning equipment owned or leased by PG and acts of PG's vendors), PG's time to perform shall be extended for a reasonable period, but never less than twice the duration of the event or act that caused the delay.
9. Up to 5% of PG's work product may have defects making PG's work product unusable. PG shall not be obliged to correct work product that is not more than 5% defective. The existence of defects not exceeding 5% shall not relieve Client of Client's obligation to fully and timely pay PG. Client shall allow PG opportunity to correct defects exceeding 5%. PG's time to correct such defects shall equal the length of time for PG's original performance. Client's damages for PG's inability to correct defects exceeding 5% or for PG's unexcused failure to perform shall not exceed the amount of PG's invoice for the uncorrected or non-performed work.
10. Risk of loss or damage to PG's work product shall pass to Client upon delivery to Client's facility or specified destination.
11. PG shall perform in/on
 - a. reliance on Client's approval of PG's proof
 - b. samples delivered by Client to PG
 - c. the work product description, quantity, delivery schedule and price stated within Client's purchase order, Client's related communications, but without regard to any other terms stated within Client's purchase order and Client's related communications.
12. The terms of this addendum along with PG's invoice/quote shall constitute the parties' entire agreement for all work done by PG for Client, whenever performed, and shall be governed by Illinois law without regard to conflicts of law principles.
13. If undersigned is an owner of Client, the undersigned personally guarantees all Client's payments and waives all setoff rights.
14. Publishers' Graphics MAKES NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF FITNESS UNLESS NOTED ON PG'S INVOICE.

Please sign if you have read, understand, and accept all stated above in this addendum.

Signature of Owner(s) or Officer(s) Business Name

TITLE

DATE

Return completed application to: Publishers' Graphics 140 Della Court Carol Stream, IL 60188

888.404.3769(v) 630.221.1850(v) 630.221.1870(f)

www.pubgraphics.com