

The Castle Press
 1222 North Fair Oaks Avenue
 Pasadena, California 91103-9966
 Telephone 626-798-0858

Company Name _____
 Mailing Address _____ Website _____
 City _____ State _____ Zip Code _____
 Phone _____ Fax _____ E-Mail _____

Will your company be able to pay The Castle Press within 30 days of date of shipment? Yes No

Sales Tax

- All purchases taxable
- Some purchases exempt
- All purchases exempt

Please complete certificate on page 4 if any purchases are exempt.

Does your company use purchase orders? Yes No

Name of authorized purchasing agent _____ Credit Limit _____

Accounting Contact Person _____ Phone _____

Number of copies of the final invoice required _____

Type of organization _____

- Corporation If so under laws of what state? _____
- Partnership
- Proprietorship

Year company established _____ Number of years at present address _____

Employer Identification number _____

Full name of Officers, Partners, Proprietor

Name _____ Name _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Title _____ Title _____

Social Security Number _____ Social Security Number _____

Name _____ Name _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Title _____ Title _____

Social Security Number _____ Social Security Number _____

Banking Information

Bank Name _____ Signature on Account _____

Address _____ City _____

Account Number _____ Bank Officer _____ Phone _____

Trade References

Company Name _____ Company Name _____

Address _____ Address _____

City _____ City _____

State _____ Zip Code _____ State _____ Zip Code _____

Phone _____ Phone _____

Company Name _____ Company Name _____

Address _____ Address _____

City _____ City _____

State _____ Zip Code _____ State _____ Zip Code _____

Phone _____ Phone _____



Terms and Conditions of Sale

1. Quotations/Estimates 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, act of God, and other causes beyond The Castle Press' control. Canceled orders require compensation for incurred costs and related obligations.

3. Experimental Work Experimental or preliminary work performed at the customer's request will be charged to the customer at The Castle Press' current rates. This work may not be used without The Castle Press' written consent.

4. Creative Work Sketches, copy, dummies, and all other creative work developed or furnished by The Castle Press are The Castle Press' exclusive property. The Castle Press 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 Castle Press can requote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

6. Preparatory Materials Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by The Castle Press shall remain The Castle Press' exclusive property.

7. Electronic Manuscripts/Images It is the customer's responsibility to maintain a copy of the original file. The Castle Press is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by The Castle Press, no claims or promises are made about The Castle Press' 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 Castle Press' current rates.

9. Prepress Proofs The Castle Press will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to The Castle Press 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 Castle Press will not be responsible for undetected production errors if:

- Proofs are not required by the customer
- The work is printed per the customer's OK
- Requests for changes are communicated verbally

10. Press Proofs Press proofs will not be furnished unless they have been required in writing in The Castle Press' 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 Castle Press' current rates. Percentage of tolerance must be stated at the time of quotation.

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

12. Overruns/Underruns Overruns or underruns will not exceed 10 percent of the quantity ordered. The Castle Press

will bill for the 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 Castle Press will only maintain fire and extended coverage on property belonging to the customer while the property is in The Castle Press' possession. The Castle Press' liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and in the premium is paid to The Castle Press.

14. Delivery Unless otherwise specified, the price quoted is for a single shipment, without storage, for a local delivery. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, The Castle Press will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to The Castle Press or from the customer's supplier to The Castle Press are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.

15. Production Schedules Production schedules will be established and followed by both the customer and The Castle Press. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of The Castle Press. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

16. Customer-Furnished Materials Materials furnished by customers or their suppliers are verified by delivery tickets. The Castle Press bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by The Castle Press. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by The Castle Press without alteration or repair. Items not meeting this requirement will be repaired by the customer or by The Castle Press at The Castle Press' 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 shall be net cash 30 days from date of invoice subject to credit OK. All invoices not paid within said thirty days shall accrue interest at the rate of 1 1/2% per month until paid in full unless a lower interest rate is prescribed by law, in which case said lower interest rate shall be applied. 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 Castle Press and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that The Castle Press' performance has fully satisfied all terms, conditions, and specifications. The Castle Press' Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, The Castle Press has the right to hold and place a lien on all customer property in The Castle Press' 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. The Castle Press 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 Castle Press warrants only that the work will conform to the description contained in the purchase order. The Castle Press' maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will The Castle Press be liable for specific, individual, or consequential damages.

20. Indemnification The customer agrees to protect The Castle Press from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold The Castle Press harmless and save, indemnify, and otherwise defend The Castle Press 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 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 Castle Press 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 Castle Press in all legal actions on these grounds as long as The Castle Press:

- Promptly notifies the customer of legal action.
- Gives the customer reasonable time to undertake and conduct a defense.

The Castle Press reserves the right to use its sole discretion in refusing to print anything The Castle Press deems libelous, scandalous, improper, or infringing on copyright law.

21. Storage The Castle Press will retain intermediate materials used 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 an additional charge. The Castle Press is not liable for any loss or damage to stored material beyond what is recoverable by The Castle Press' fire and extended insurance coverage.

22. Taxes All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. 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 Castle Press for any additional taxes paid.

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

General Provisions of this Credit Application

This application and information contained herein is a request for the extension of credit for commercial business use.

The applicant authorizes The Castle Press to obtain written or oral credit reports from any credit reporting agency.

The applicant authorizes any bank or commercial business with whom the applicant is doing or has done any type of business to give any and all necessary information to The Castle Press which will assist The Castle Press in the credit investigation.

The applicant authorizes The Castle Press to reinvestigate the applicant's credit status from time to time as deemed necessary by The Castle Press.

The applicant has reviewed and agreed to the Terms and Conditions of Sale contained in this Credit Application.

The applicant agrees that interest may be charged and must be paid from maturity on all obligations as set forth in the Terms and Conditions.

The applicant agrees that the undersigned will pay an additional amount for attorney's fees if this account is placed for collection with an attorney representing The Castle Press.

If this box is checked the Guaranty Agreement on page 4 must also be completed.

Dated _____

_____ Corporation

By _____

Authorized Officer

California State Sales Tax Exemption

Guaranty Agreement

Firm Name _____

I hereby certify, that I hold valid seller's permit number _____

Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling _____

That the tangible personal property described herein which I shall purchase from The Castle Press will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any of such property is sued for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased is printing aids and printed matter.



Dated _____

Signature _____

Title _____

Address _____

City _____

State _____ Zip Code _____

Phone _____

In order to induce The Castle Press to extend credit to _____

hereinafter called Principal Debtor, and in consideration of such credit extension, the undersigned guarantor(s) does (do) hereby guarantee the prompt payment of all indebtedness of the said Principal Debtor to The Castle Press. This is a continuing guaranty and cannot be cancelled except by written notice to The Castle Press, 1222 North Fair Oaks Avenue, Pasadena, CA 91103. In event of such cancellation, it is expressly understood that the undersigned will be responsible for all accounts owed by the said Principal Debtor except those accounts arising after the actual receipt by The Castle Press of such cancellation.

The undersigned further waives notice of default of the A Principal Debtor, and agrees that this guaranty will be enforced without proceeding in any manner against the Principal Debtor. This is an unlimited guaranty. The undersigned agree(s) to pay in addition to the principal amount owed, interest at the maximum rate allowed by law. In the event this Guaranty and/or any of the Invoices to which it refers are turned over to a collection agency or attorney for collection and/or for enforcement of any terms herein stated or stated in the Terms and Conditions, guarantor(s) agree(s) to pay all collection costs, attorney's fees, court costs, litigation expenses, and other costs and expenses incurred by printer in connection therewith.

Signature _____

Name _____

Home Address _____

City _____

State _____ Zip Code _____