



## New Customer Package

**Thank you for choosing Neyenesch Printers. The forms in this package will enable us to set up your account. Please take a few moments to read the information below, then print and fill out the appropriate forms. If you have any questions regarding these forms, please do not hesitate to ask us for assistance.**

**After you have completed the necessary forms, please fax them to us at the number listed below or give them directly to your Neyenesch Printers Sales Representative.**

**This pdf file contains the following forms:**

- ✓ **New Customer Application and Account Agreement**
  
- ✓ **Terms and Conditions**
  
- ✓ **Continuing Guaranty**
  
- ✓ **Bank Authorization**
  
- ✓ **Resale Certificate**
  
- ✓ **Exemption Certificate**



New Customer Application and Account Agreement

I / We, \_\_\_\_\_ submit the following information for the purpose of obtaining credit with Neyenesch Printers, Inc. (referred herein as "printer") in accordance with the Terms of Sale included herewith. The undersigned authorizes printer to obtain such information as it may require concerning statements made in this application and agrees that this application shall remain the property of Neyenesch Printers, whether credit is granted or not.

Business Name \_\_\_\_\_ DBA \_\_\_\_\_
Street Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_
Billing Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_
Name and Title of Proprietor, Partner or Officer \_\_\_\_\_
Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
Current Home Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Bank Reference:

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_
Street Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_
Account Number \_\_\_\_\_ Type of Account \_\_\_\_\_

Other Trade References (major suppliers, printers if possible):

Company Name \_\_\_\_\_ Contact \_\_\_\_\_
Street Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_
Company Name \_\_\_\_\_ Contact \_\_\_\_\_
Street Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_
Company Name \_\_\_\_\_ Contact \_\_\_\_\_
Street Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Business Type:

- Sole Proprietorship Partnership Association Corporation

Primary product / Activity \_\_\_\_\_
Incorporated under State Laws of \_\_\_\_\_
Year established \_\_\_\_\_ Parent Company \_\_\_\_\_
Time at present location \_\_\_\_\_ Ever filed bankruptcy Yes No
Amount of credit desired \$ \_\_\_\_\_

I / We hereby certify that I / We have read the Account Agreement and Terms & Conditions of Sale on the reverse hereof and agree to abide by them. I / We certify that all statements in this application are true and complete and are made for the purpose of obtaining credit. Any subsequent purchase or purchases made by me / us shall be subject to the Terms of Sale on the reverse, unless modified by an agreement in writing. All terms and conditions of this agreement are to be performed in San Diego, California. I / We acknowledge and agree that delinquency charges at the rate of 1.5% per month will be charged on all balances remaining unpaid 30 days from the date said amounts are incurred. In the event of default and referral to an attorney or collection agency, I / We agree to pay all costs of collection including reasonable attorneys fees.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Neyenesch Printers Office Use only:

- Approved Credit Limit \$ Approved by Date
Denied Reason

## 1. QUOTATION

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, acts of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.

## 3. EXPERIMENTAL WORK

Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.

## 4. CREATIVE WORK

Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider 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 provider can re-quote a job at 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. VENUE

In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the Superior or Municipal Court, as appropriate, of the County of San Diego, California. The parties agree and stipulate that the essential terms of this contract are to be performed in said county.

## 7. ELECTRONIC MANUSCRIPT OR IMAGE

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

## 9. PREPRESS PROOFS

The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider 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 provider will not be responsible for undetected production errors if proofs are not required by the customer; the work is printed per the customer's O.K.; and requests for changes are communicated orally.

## 10. PRESS PROOFS

Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.

## 11. COLOR PROOFING

Because of differences in equipment, paper, inks, and other pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

## 12. OVER-RUNS OR UNDER-RUNS

Over-runs or under-runs will not exceed 10% of the quantity ordered. The provider will bill for 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 provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for this property will not exceed the amount recoverable from insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

## 14. DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

## 15. PRODUCTION SCHEDULES

Production schedules will be established and followed by both the customer and the provider. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to re-negotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

## 16. CUSTOMER-FURNISHED MATERIALS

Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. 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 provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates.

## 17. OUTSIDE PURCHASES

Unless otherwise agreed in writing, all outside purchases as required or authorized by the customer, are chargeable.

## 18. TERMS/CLAIMS/LIENS

Terms of payment are whatever has been agreed to by both parties. 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 provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider's liability will be limited to the quoted selling price for defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's 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

- a. **Disclaimer of Implied Warranties:** Provider 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.
- b. **Disclaimer of Implied Warranties:** The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

## 20. INDEMNIFICATION

The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

- a. **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 in order 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 provider 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.
- b. **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 provider in all legal actions on these grounds as long as the provider, promptly notifies the customer of the legal action; and gives the customer reasonable time to undertake and conduct a defense. The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

## 21. STORAGE

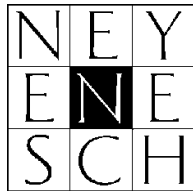
The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. The provider is not liable for loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

## 22. 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 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 provider for any additional taxes paid.

## 23. TELECOMMUNICATIONS

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



## CONTINUING GUARANTY

For valuable consideration, the undersigned, hereinafter referred to as "Guarantor", unconditionally guarantees and promises to pay NEYENESCH PRINTERS, INC., a California corporation, hereinafter referred to as NEYENESCH, or order, on demand, in lawful money of the United States, any and all indebtedness of \_\_\_\_\_, hereinafter referred to as "Debtor", to NEYENESCH. This agreement is made to induce NEYENESCH to extend credit to and permit credit purchases by Debtor. The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations, extensions of credit, credit purchases, and liabilities of Debtor, heretofore, not, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such indebtedness may be hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter become otherwise unenforceable.

This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied. The obligations hereunder are independent of the obligations of Debtor, and separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Debtor or whether Debtor is joined in any such action or actions. Guarantor waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof.

Guarantor authorizes NEYENESCH, without notice or demand and with out affecting Guarantor's liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time of payment of, or otherwise change the terms of the indebtedness of any part hereof, including increase or decrease of the rate of interest or delinquency charges thereon; (b) take and hold security for the payment (c) apply such security direct to the order or manner of sale thereof as NEYENESCH in its discretion may determine; and (d) assign this guaranty in whole or in part.

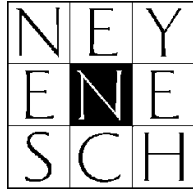
Guarantor waives any right to require Neyenesch to (a) proceed against Debtor, (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in NEYENESCH power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Debtor or by reason of the cessation from any cause whatsoever of the liability of Debtor. Until all indebtedness of Debtor to NEYENESCH shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which NEYENESCH now has or may hereafter have against Debtor, and waives any benefit of, and any right to participate in any security now or hereafter held by NEYENESCH. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, and notices of acceptance of this guaranty and of the existence, creation or incurring of new or additional indebtedness. Guarantor waives all rights under Civil Code 2819,2845,2849 and 2850.

Any Indebtedness to Debtor now or hereafter held by Guarantor is hereby subordinated to the indebtedness or Debtor to NEYENESCH, and such indebtedness of Debtor to Guarantor, if Neyenesch so request, shall be collected, enforced, and received by Guarantor as trustee for NEYENESCH and be paid over to Neyenesch on account of indebtedness of Debtor to Neyenesch but without reducing or affecting in any manner the liability of Guarantor under the provisions of this guaranty.

Guarantor agrees to pay reasonable attorney fees and all other attorney fees and all other costs and expenses which may be incurred by Neyenesch in the enforcement of this guaranty or in collecting any sums due from Debtor.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Guarantor



## Bank Authorization

I \_\_\_\_\_, authorize my bank \_\_\_\_\_  
to give Neyenesch Printers, Inc. of 2750 Kettner Boulevard, San Diego California any  
pertinent credit information.

Signature \_\_\_\_\_ Date \_\_\_\_\_, 20 \_\_\_\_

### Upon completion, Please fax to:

Neyenesch Printers, Inc. / Kandy Neyenesch @ 619-299-7250

For Neyenesch Printers Credit Dept Use:

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Salesperson \_\_\_\_\_ Application Received on \_\_\_\_\_ 20 \_\_\_\_

Sale Amount \$ \_\_\_\_\_ Letters Mailed on \_\_\_\_\_ by \_\_\_\_\_

Delivery Date \_\_\_\_\_ SDW File \_\_\_\_\_

Terms Extended \_\_\_\_\_ Remarks \_\_\_\_\_

Date \_\_\_\_\_

Credit Manager \_\_\_\_\_

## Sales Tax Rules and Regulations - Resale Certificates

To Our Customers:

In compliance with Sales and Use Tax laws it is necessary that we have from our customers a signed resale certificate, with their State Sales Tax Permit Number, to show that the merchandise has been purchased for resale.

The good faith of the seller will be questioned if he has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property as, for example, knowledge that the purchaser of particular merchandise is not engaged in the business of selling that kind of merchandise.

Under "Description of property to be purchased" there may appear:

- (1) Either an itemized list of the particular property to be purchased for resale, or
- (2) A general description of the kind of property to be purchase for resale. Such certificate is good until revoked in writing.

Please insert your new Sales Tax Permit Number, with your signature and address in the spaces below and return it to us at once.

Firm Name \_\_\_\_\_

I hereby certify, that I hold valid permit number \_\_\_\_\_  
issued pursuant to the Sales Tax Use Law; that I am engaged in the business of selling

\_\_\_\_\_

that the tangible personal property described herein which I shall purchase from Neyenesch Printers, Inc. will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event of any such property is used 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: \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_ 20 \_\_\_\_ Purchaser \_\_\_\_\_

At \_\_\_\_\_ By and Title \_\_\_\_\_

Phone (    ) \_\_\_\_\_ Address \_\_\_\_\_

### Upon completion, Please fax to:

Neyenesch Printers Inc. / Attn: Kandy Neyenesch

Toll Free 800-748-4276 Phone 619-297-2281 Fax 619-299-7250

## Exemption Certificate - Delivery by Seller

I hereby Certify that the printed sales message, as described in job order number \_\_\_\_\_, is exempt from sales tax under Section 6379.5 of the Revenue and Tax Code.

If any of such printed material is delivered other than by the seller or seller's agent through the U.S. Postal Service or by common carrier at no cost to another person who becomes owner of the printed material, I understand that I am required by Sales and Use Tax Law to report and pay tax, determined by the purchase price of such property.

Date: \_\_\_\_\_ 20 \_\_\_\_\_

Purchaser: \_\_\_\_\_

Signature: \_\_\_\_\_  
(signature of Authorized Person)

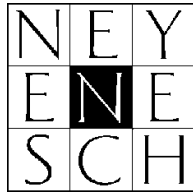
Title: \_\_\_\_\_

Buyers Permit Number (if any): \_\_\_\_\_

### Upon completion, Please fax to:

Neyenesch Printers Inc. / Attn: Kandy Neyenesch

Toll Free 800-748-4276 Phone 619-297-2281 Fax 619-299-7250



**CREDIT CARD PAYMENT AUTHORIZATION**

Neyenesch Printers Job Number(s) \_\_\_\_\_

Neyenesch Printers Invoice Number(s) \_\_\_\_\_

Neyenesch Printers Salesperson \_\_\_\_\_

Total Sale Amount \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Credit Card Type: VISA    MASTERCARD    AMERICAN EXPRESS    DISCOVER

Credit Card Number: \_\_\_\_\_

Credit Card V-Code (**Last 3 Numbers on the back of Visa /Mastercard**): \_\_\_\_\_

Credit Card Expiration Date: \_\_\_\_\_ Is this a Corporate Card? \_\_\_\_\_

Billing Name and Address on Credit Card: \_\_\_\_\_

Ship To Zip Code(s): \_\_\_\_\_

Billing Phone Number: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

**Upon completion of this form, Please fax to:**

Neyenesch Printers, Inc. / Kandy Neyenesch @ 619-299-7250