

CLIENT CREDIT APPLICATION

thank you for choosing DeFrance Printing



DEFRANCE
PRINTING

QUALITY

SINCE 1893

LETTERPRESS
DIGITAL OFFSET

San Diego

320 West 17th Street National City, CA 91950

619-474-8626 • FAX 619-474-1858

WWW.DEFRANCEPRINTING.COM

WELCOME TO DEFRANCE PRINTING



This PDF File contains:

- New Client Application and Account Agreement
- Terms and Conditions
- Continuing Guaranty
- Bank Authorization
- Credit Card Authorization
- Resale Certificate

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 DeFrance Printing Sales Representative.

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NEW CLIENT APPLICATION AND ACCOUNT AGREEMENT



I / We, _____, submit the following information for the purpose of obtaining credit with DeFrance Printing (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 DeFrance Printing, 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 _____

DeFrance Printing Office Use only:

Approved Credit Limit \$ _____ Approved by _____ Date _____

Denied Reason _____

TERMS AND CONDITIONS



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 don't conform to the information on which the original quotation was based.

6. PREPARATORY MATERIALS

Art work, type, plates, negatives, positives, tapes, disks, and all other items supplied by the provider remain the provider's exclusive property.

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.;

*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 makeready. 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.

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TERMS AND CONDITIONS



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

12. OVERRUNS OR UNDERRUNS

OVERRUNS or underruns 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. WHOLESALE STATIONERY & ART PRINTS

The provider operates on a 5% over/under policy. The provider will bill for quantity ordered per design as long as the quantity delivered (per design) is within the 5%. If the customer requires a guaranteed quantity the percentage of tolerance must be stated at time of quotation.

14. 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 the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

15. 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.

16. DAMAGE POLICY

Due to shipping and delivery companies policies, all damage claims will be denied if you do not notify DeFrance within 10 days of your package arriving. **KEEP ALL BOXES UNTIL CLAIM HAS BEEN CLOSED.**

17. 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 renegotiation. 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.

18. 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 alterations or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates.

19. OUTSIDE PURCHASES

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

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20. TERMS/CLAIMS/LIENS

Payment is net cash 30 calendar days from date of invoice. 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 of 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.

21. LIABILITY

a) Disclaimer of Express 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.

22. 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; 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.

23. 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 any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

24. 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.

25. 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.

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CONTINUING GUARANTY



For valuable consideration, the undersigned, hereinafter referred to as "Guarantor", unconditionally guarantees and promises to pay DeFrance Printing, a California corporation, hereinafter referred to as DeFrance, or order, on demand, in lawful money of the United States, any and all indebtedness of _____

_____, hereinafter referred to as "Debtor", to DeFrance. This agreement is made to induce DeFrance 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 DeFrance, 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 DeFrance in its discretion may determine; and (d) assign this guaranty in whole or in part.

Guarantor waives any right to require DeFrance to (a) proceed against Debtor, (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in DeFrance 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 DeFrance shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which DeFrance 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 DeFrance. 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 DeFrance, and such indebtedness of Debtor to Guarantor, if DeFrance so request, shall be collected, enforced, and received by Guarantor as trustee for DeFrance and be paid over to DeFrance on account of indebtedness of Debtor to DeFrance 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 DeFrance in the enforcement of this guaranty or in collecting any sums due from Debtor.

Dated

Guarantor

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BANK AUTHORIZATION



I, _____, authorize my bank, _____,
to give DeFrance Printing of 320 W. 17th Street, National City California any
pertinent credit information.

Signature _____ Date _____, 20 _____

Upon completion, please fax to:

DeFrance Printing / Ron Williams @ 619-474-1858

For DeFrance Printing Credit Department Use:

Salesperson _____ Application Received on _____ 20 _____

Sale Amount \$ _____ Letters Mailed on _____ by _____

Delivery Date _____ SDW File _____

Terms Extended _____ Remarks _____

Date _____

Credit Manager _____

CREDIT CARD PAYMENT AUTHORIZATION



DeFrance Printing Job Number(s) _____

DeFrance Printing Invoice Number(s) _____

DeFrance Printing Salesperson _____

Total Sale Amount \$ _____

Company Name: _____

Company Address: _____

Credit Card Type: VISA MASTERCARD AMERICAN EXPRESS DISCOVER

Credit Card Number: _____

Credit Card V-Code (Security # on Back) Visa/MC/Disc(3) _____ Amex(4) _____

Credit Card Expiration Date: _____ Is this a Corporate Card? _____

Billing Name and Address on Credit Card: _____

Ship To Zip Code(s): _____

Billing Phone Number: _____ E-Mail _____

Authorized By: _____ Date: _____

**Upon completion of this form, please fax to:
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RESALE CERTIFICATE



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 purchased 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 DeFrance Printing 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 _____

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