



# Professional Printers, Inc.

1730 Old Dunbar Road, West Columbia, SC 29172  
P. O. Box 5287, West Columbia, SC 29171  
803/796-4000 Fax 803/796-4527 Toll Free 800/948-1074

# Application for Credit

## Applicant Information:

Date \_\_\_\_\_

Customer Business Name _____		Customer Contact _____	
Principal Address _____		Phone Number _____	Extension _____
Billing Address _____		Fax Number _____	Email _____
Shipping Address (if different than the principal address) _____		County _____	
Business Type (corp., sole proprietorship) _____	When Formed _____	State of Incorporation or Formation _____	

Taxable (Y)\_\_\_\_ (N)\_\_\_\_ Tax Exempt No. \_\_\_\_\_ (PLEASE ATTACH COPY OF CERTIFICATE)

Name of Proprietor/Partner _____	Social Security Number (sole proprietor only) _____	Title _____
Name of Proprietor/Partner _____	Social Security Number (sole proprietor only) _____	Title _____
Name of Proprietor/Partner _____	Social Security Number (sole proprietor only) _____	Title _____

FEIN# \_\_\_\_\_

## CREDIT REFERENCES (Please print or type. Complete information required for processing.)

### Suppliers/Trade References:

Company _____	Company _____	Company _____
Address _____	Address _____	Address _____
City _____	City _____	City _____
Phone# _____	Phone# _____	Phone# _____
Fax# _____	Fax# _____	Fax# _____
Contact _____	Contact _____	Contact _____

### Banks:

Name	Mailing Address	City, State, Zip Code	Phone
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____

FOR OFFICE USE ONLY
SALESPERSON: _____
INQ. DATE: _____
APPR: _____
CRL: _____
CUST.# _____

We hereby apply for open account privileges subject to the Terms and Conditions shown on the reverse side of this application. You are authorized to contact any and all of the above regarding our credit standing.

_____	_____
Print or Type Name	Date
_____	_____
Signature	Title

# Terms & Conditions

- CONTRACT BETWEEN BUYER AND SELLER:** A written order and acknowledgement shall constitute the contract between Buyer and Seller, and said Contract may not be amended or rescinded except by written agreement by both parties, referring expressly to this contract.
- TERMS AND CONDITIONS:** The following terms and conditions are stated here for your information. Read them carefully. If you do not understand them, or have a question about them, please feel free to discuss them with a member of the Professional Printers (PPI) management. However, in all situations, these written terms and conditions will apply if any dispute should arise as to what terms and conditions apply. If you still have any questions or concerns in regards to these terms and conditions, you should consult with competent legal counsel of your own choice to assist you. By signing below, Customer agrees and acknowledges that he or she has read all of the terms and conditions stated herein, fully understands same, has been given ample opportunity to consult legal counsel if so desired, and hereby consents and agrees to be bound fully and completely by all such terms and conditions. **Note that by signing below, you are signing a valid and legal contract. Know what you are signing.**
- CREDIT:** All shipments shall be subject to the approval of Seller's Credit Department. If the financial responsibility of the Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the contract, then Seller may defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the contract. Terms of payment will be Net 30 Days.
- PAYMENT TERMS:** FIRM NET 30 DAYS; Customer agrees to pay all charges incurred with any order made with Professional Printers within thirty (30) days of invoice date. Any invoices remaining unpaid after thirty (30) days may be subject to a late payment charge of 1 1/2% per month of the past due amount. Professional Printers may, if deemed necessary by Professional Printers, place a customer on credit hold resulting in the cessation of production of pending orders until the account is brought current. If it should become necessary to take legal action to collect any past due amounts, including any late payment charges, Customer agrees to pay all collection costs, including attorneys' fees, related costs and pre-judgment interest.
- TAXES:** All prices are subject to the net additions of all Federal, State, or Municipal taxes or charges which may be established or levied upon or assessed against the merchandise under contract. Pursuant to relevant state laws, sales taxes will be collected in all appropriate situations unless tax exemption certification is received prior to the date of invoice. A Resale Certificate is attached to the end of this application for your convenience.
- VENUE:** Customer agrees that this agreement shall be governed by the laws of the State of South Carolina. Furthermore, if it should become necessary to commence litigation either to obtain a declaration as to the applicability or meaning of any provision contained herein, or to enforce any of the rights contained or inherent with this agreement, or to enjoin against or enforce the laws pertaining to the violation of any applicable patent, trademark, service mark or copy right law(s), Customer expressly agrees that the venue for said action shall be either in the State Court's of the County of Lexington, State of South Carolina or in the United States District Court for the District of South Carolina, located in Richland County, South Carolina.
- COPYRIGHTS:** Customer acknowledges and warrants that all images supplied for reproduction, either digitally or conventionally, are unencumbered by copyright or any other usage right connected to the image(s) under either U.S. or International law and further agrees to hold harmless and indemnify Professional Printers for all claims and expenses, no matter how described or designated, including attorneys' fees and/or costs, for any actions at law or equity that may result from the use of these images.
- PATENT PROTECTION:** Seller agrees to indemnify Buyer gains any claims or liabilities for or by reason of alleged patent infringement arising from the manufacture or sale of any product furnished Buyer hereunder. Except where the specifications, process, design or method of manufacture originated in Buyer in which event Buyer agrees to indemnify Seller in like manner.
- DELAYS:** Seller cannot be held liable for loss or damage arising from delay in fulfilling or failure to fulfill any accepted order in accordance with its terms where such delay or failure is caused by shortage of materials, delays of carriers, embargos, fires, floods, strikes, riots, wars, acts of God, or other causes beyond control.
- FOB:** As shown on estimates.
- CANCELLATION:** Said contract is subject to cancellation only upon Seller's acceptance of such cancellation shall be the date of such acceptance. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of the contract.
- CONFIDENTIALITY:** Customer agrees and warrants that all information obtained from any source by Customer pertaining to the manufacture of customer's order by Professional Printers, including information pertaining to processes used, suppliers of material, software utilized, etc. is to be held in confidence and not discussed with or disseminated to any other person or entity at any time.
- WARRANTY:** Seller warrants that products sold to Buyer shall be free from defects in material and workmanship and shall conform to the specifications. EXCEPT FOR SUCH WARRANTY, THE SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND INCLUDING BUT NOT LIMITED TO ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS, THEIR CHARACTERISTICS OR PROPERTIES OTHER THAN THAT SPECIFICALLY STATED IN THE FORGOING LIMITED WARRANTY. Seller shall have no liability or consequential or incidental damages to persons or property arising from its supply of products. In the event that its products are not as warranted. Buyer's sole remedy will be, at Seller's election, replacement of the product or return of the purchase price. Prior written approval from the Seller must be secured before returning any merchandise for credit.
- OWNERSHIP:** Professional Printers acknowledges that all materials and information supplied to us for the production of a job, remains the property of the customer. We will to the best of our ability, at the customers' request, return all materials that were given to us for the production of the job. However, all material and intellectual property, files or any other materials deemed tangible or intangible that were used for the production of the job, remains the property of Professional Printers. This includes all files, materials and programs used in the production of a job. This will also include any materials, products files or programs that we may be unaware of at the time of signing this document.
- RESERVATION OF RIGHTS:** Customer expressly agrees that Professional Printers retains all rights inherent to it as a manufacturer and/or distributor of products, goods and/or services, including, without limitation, the right to raise or lower prices, discontinue product items or lines, offer or modify sales pricing and to extend special pricing consideration to particular customers, all without notice and without limitation.
- SEVERABILITY:** Customer agrees that if any Court of competent jurisdiction should find that any part or parts of these Terms and Conditions is in violation of any applicable state or federal law or laws, that the remainder of the Terms and Conditions shall not be effected, except as directly impacted by the omission of the offending section(s) and shall be interpreted, as far as legally possible, to give full force and effect to said remaining sections.

I hereby state and attest that everything that is stated in this credit application is true and correct to the best of my knowledge. I understand that Professional Printers will retain this credit application and I hereby authorize Professional Printers to use it for any and all lawful purposes. Professional Printers, its agents, officers, attorneys', etc., no matter how described or designated, are hereby authorized to check my/our credit history and/or practices and to answer any questions about Professional Printers credit experience with us/me. Professional Printers, its officers, agents, attorneys, owners, principals, etc., no matter how described or designated, is and are specifically released from any and all liability against them resulting from or attached to their collection and/or dissemination of any information contained in this credit application or obtained during or as part of any credit investigation or as part of any credit report to any person, entity or agency.

## Personal Guarantee Information For Our Credit Information

For and in consideration of Triad Enterprises, Inc. d/b/a Professional Printers extending new or continuing credit to the business named below (the "Client"), the receipt and legal sufficiency of which are hereby acknowledged, the undersigned hereby personally guarantee(s) and promises(s) to pay to Professional Printers on demand any and all obligations of Client to Professional Printers.

This guarantee is and shall remain an unconditional, continuing and irrevocable guaranty of payment and not of collection. This guarantee shall remain in full force and effect irrespective of any interruption(s) in the business or other dealings and relations of Client and Professional Printers and shall apply to and guarantee the due and punctual payment of any and all obligations of Client to Professional Printers. The undersigned guarantor(s) expressly waive(s) any rights the undersigned otherwise might have under provisions of South Carolina or other applicable law to require Professional Printers to attempt to recover against Client or any other persons or entity. The undersigned hereby waive(s) notice of the acceptance of this guarantee, default and non-payment. The undersigned agree(s) to pay Professional Printers all collection costs and attorney's fees incurred in collecting the obligations of Client to Professional Printers or in enforcing any rights of Professional Printers under this guarantee.

This guarantee shall inure to the benefit of Professional Printers, its successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned guarantor(s).

In the event this guarantee is signed by more than one individual, the obligations of the undersigned shall be joint and several.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Individually