

CREDIT APPLICATION



**HEDERMAN
BROTHERS**

247 Industrial Drive North
Madison, Mississippi 39110-9783
601-853-7300 ■ Fax 601-853-7335

FOR INTERNAL USE

CUSTOMER NUMBER: _____
TAX CODE: _____
SALESPERSON CODE: _____
PLANNER CODE: _____

FIRM NAME: _____

DBA: _____

BILLING ADDRESS: _____

SHIPPING ADDRESS: _____

PHONE: _____ FAX: _____

STATE OF REGISTRATION: _____ EIN#: _____

SALES TAX EXEMPT: YES NO PERMIT#: _____

(Please Provide A Copy Of Certificate)

TYPE OF COMPANY: _____

YEARS IN BUSINESS: _____

D & B RATING: _____

NAMES AND TITLES OF OFFICERS, PARTNERS OR OWNERS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAMES AND TITLES OF PERSONS TO CONTACT REGARDING INVOICES:

NAME: _____ TITLE: _____

PHONE: _____ EMAIL: _____

PAYMENT METHOD: _____ MONTHLY STATEMENT: YES NO PO. REQUIRED: YES NO

BANKING INFORMATION:

CHECKING: _____ PHONE: _____

ACCOUNT NUMBER: _____ OFFICER: _____

CREDIT REFERENCES:

NAME: _____ PHONE: _____

ADDRESS: _____ CONTACT: _____

NAME: _____ PHONE: _____

ADDRESS: _____ CONTACT: _____

NAME: _____ PHONE: _____

ADDRESS: _____ CONTACT: _____

AUTHORIZED PURCHASING AGENT(S):

WILL YOU HONOR INVOICES FOR WORK PRODUCED ON ORDER OF **ANY** OF YOUR EMPLOYEES? YES NO

IF NO, WHO IS AUTHORIZED TO PURCHASE?

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

***Our Terms Of Sale** ALL invoices are due within thirty (30) days from date of invoice. The prices quoted are FOB shipping point. Amounts unpaid over sixty days from invoice date are subject to a service charge of 1 1/2% per month (18% per year) accumulated on the balance owed, unless special terms are approved in writing by our Credit Manager. In consideration of Hederman Brothers extending credit, the undersigned assumes full responsibility for work performed as a result of this application. I acknowledge and accept Hederman Brothers Terms and Conditions on reverse side. I hereby authorize the above named firms and banking institutions to furnish information requested by Hederman Brothers to process this application. I agree that those companies, persons and Hederman Brothers shall not be liable for any claim or damages as a result of furnishing the requested information.*

SIGNATURE OF ACCEPTANCE _____ PRINT NAME: _____

TITLE: _____ DATE: _____

ORIGINAL DOCUMENT MUST BE RETURNED TO HEDERMAN BROTHERS, INC.
(see other side)

1. QUOTATION A quotation not accepted within thirty (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 printer's 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 printer's current rates. This work cannot be used without the printer's written consent.

4. CREATIVE WORK Sketches, copy, dummies and all other creative work developed or furnished by the printer are the printer's exclusive property. The printer 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 printer can quote a job at the 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 Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by the printer remain the printer's exclusive property.

7. ELECTRONIC MANUSCRIPTS OR IMAGES It is the customer's responsibility to maintain a copy of the original file. The printer 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 printer, no claims or promises are made about the printer'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 printer's current rates.

9. PREPRESS PROOFS The printer will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the printer on a "master set" marked "Approved as shown," "Approved with corrections," or "Show another proof before printing" and signed by the customer. Until the master set is received, no additional work will be performed. The printer 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 verbally.

10. PRESS PROOFS Press proofs will not be furnished unless they have been required in writing in the printer's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present 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 printer's current rates.

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 variations of this kind occur, it will be considered acceptable performance.

12. OVERRUNS / UNDERRUNS Overruns or underruns will not exceed 10 percent (10%) of the quantity ordered. The printer 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 printer will only maintain fire and extended coverage on property belonging to the customer while the property is in the printer's possession. The printer's 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 if the premium is paid to the printer.

14. DELIVERY Unless otherwise specified, the price quoted is for a single shipment, without storage, E.O.B. the printer's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the printer will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer

to the printer, or from the customer's supplier to the printer, 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 a portion thereof, whichever occurs first.

15. PRODUCTION SCHEDULES Production schedules will be established and followed by both the customer and the printer. 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 printer. In such cases, schedules will be extended by the amount of time equal to delay incurred.

16. CUSTOMER-FURNISHED MATERIALS Materials furnished by customers or their suppliers are verified by delivery tickets. The printer bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the printer. 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 printer without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the printer at the printer's 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 Net payment due in Ridgeland, MS. within thirty (30) days of date of invoice unless otherwise agreed upon in writing. Finance charges at the rate of 1½% per month will be added to any unpaid balance after payment is due and unpaid for 60 days after date of invoice. Claims for defects, damages or shortages must be made in writing within a period of fifteen (15) days from first delivery. Failure to make such claim within stated period shall constitute irrevocable acceptance. The printer'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 printer has the right to hold and place a lien on all customer property in the printer'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 I. Disclaimer of Express Warranties. The printer 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 printer warrants only that the work will conform to the description contained in the purchase order. The printer'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 printer be liable for specific, individual, or consequential damages.

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

21. STORAGE The printer 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 charge. The printer is not liable for any loss or damage to stored material beyond what is recoverable by the printer's 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 printer for any additional taxes paid.

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

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