

Thank you for your interest in establishing a credit account with Design To Print. In order to initiate credit terms, please complete the enclosed credit application and fax to the attention of Accounting at (435) 673-3762 or email a PDF to AR@dtph.com.

Upon acceptance, we will notify you of the terms and amount of credit issued.

Initial terms are Cash On Delivery (COD). Once credit approval is obtained, our standard terms are net 30 days. Certain situations, special orders, etc. may require minimum down payments. As a result, all amounts due will be based on the stated terms disclosed on each Design To Print estimate(s) and/or sales order(s).

Again, thank you for your business. If there are any questions concerning this application or requested credit amounts, please call.

Sincerely,

Brian Engman  
AR Specialist  
AR@DTPH.com

Note:

If you have internally prepared financial and credit information, feel free to attach those forms to this application.

The following information will be held in the strictest of confidence. Please fill out and fax to (435) 673-3762

**COMPANY INFORMATION**

Requested Credit Limit: \_\_\_\_\_ Expected Annual Purchases: \_\_\_\_\_

Date: \_\_\_\_\_ Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EIN/TIN/SS#: \_\_\_\_\_ DUNS#: \_\_\_\_\_

Type of Entity: Individual      Corporation      Partnership      Other (specify): \_\_\_\_\_

**NAMES OF PRINCIPLE OWNERS, OFFICERS, ETC.**

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

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

Kind of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_

**BANK REFERENCE** (if more convenient, attach your own bank and credit reference data)

Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Acct. No: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CREDIT REFERENCE** (Please provide at least two)

Supplier: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Supplier: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**BILLING INFO**

Billing Phone: \_\_\_\_\_ Billing Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

By signing this Credit Application, in consideration for the extension of credit, you and (if applicable) the Company you represent, agree to be bound by Design To Print's Standard Terms and Conditions, herein incorporated by reference to this credit application. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Standard Terms and Conditions**

The following terms and conditions of sale constitute a part of all purchase orders for the sale of products or goods or services from Design To Print a Utah corporation, to Buyer, and are the only terms and conditions which apply to such sales, except those terms which relate to prices, quantities, delivery schedules, and the description and specifications of the goods or services set forth in the accompanying sales order or purchase order. Design To Print hereby objects to and rejects any other terms or conditions. Buyer's acceptance of Design To Print's products or goods constitutes its acceptance of the following terms and conditions.

**Billing and Payment**

Payments will be due upon the later of the date of delivery of the goods and services ordered, or the date and terms specified in Design To Print's invoice. Design To Print reserves the right to assess service charges of one and one-half percent (1.5%) per month on overdue accounts. Price quotes may be exclusive of taxes, and Buyer agrees to pay applicable taxes, if any. In the event that any third parties are employed to collect any balances due the undersigned agrees to pay reasonable collection costs including attorney fees, and all costs of litigation incurred.

**Design Approval; Changes**

By executing this Standard Terms and Conditions, Buyer approves the design of goods or services. Any changes to the goods or services may require an increase in the price charged to Buyer and may require Buyer to execute a supplemental purchase order or sales order. Because of potential differences in equipment substrates, inks and other conditions between color proofing and production operations, a reasonable variation in color proofs and the completed goods or services will constitute a sufficient tender of delivery, entitling Design To Print to full payment.

**Acceptance of Products or Services; Delivery**

Subject to any defective goods or services as described below, acceptance by Buyer of the goods or services will be Buyer's determination that the goods or services are satisfactory to Buyer in all respects. All prices are F.O.B. Design To Print's warehouse. To the extent Buyer wishes for goods to be shipped to Buyer, Design To Print will arrange for transportation of goods ordered by an appropriate means of transportation. From and after the time goods are delivered to carrier for transportation, Buyer will be responsible for risk of loss, theft, damage, or destruction of goods. Buyer will pay all transportation charges incurred after the goods are delivered to the carrier. Where Buyer furnishes special transportation instructions, any additional or special expenses will be exclusively borne by Buyer, including special handling, packaging, and additional freight charges.

**Warranty/Defective Work/Repairs; Limitations of Remedies**

Except as expressly provided for herein, Buyer accepts the goods or services in an AS-IS/WHERE IS condition. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. Design To Print will repair or replace the goods or services, provided that such product or service is deemed defective by Design To Print. Performance of such repair or replacement will be Design To Print's sole and exclusive obligation with respect to any defects in the goods or services, and Buyer's rights to enforce such performance by Design To Print will be buyer's sole and exclusive remedy with respect to any defects in the goods or services in limitation of any contract, warranty or other rights, whether express or implied, that Buyer might otherwise have under applicable law. Design To Print will not be liable for any consequential, incidental or special damages.

**Indemnification**

Buyer will pay all royalties and intellectual property license fees related to the goods or services, if any. Buyer will pay for any trade work, patent or copyright fees associated with the goods or services. Buyer will defend, indemnify and hold harmless Design To Print, its officers, directors, shareholders, employees, agents and affiliates from any and losses, costs, expenses liabilities, claims or damages (including attorney's fees, expert fees and court costs) arising out of any and all suits or claims for infringement of any patent rights relating to equipment or materials incorporated in the goods and services.

**Choice of Law and Forum**

All transactions between Buyer and Design To Print, and any matters arising from or as a result of the sale of Design To Print's goods or services, will be governed by Arizona Law, without regard to conflict of law principles. Jurisdiction will be exclusively in the state or federal courts of the State of Arizona, and the parties hereby agree to personal jurisdiction and venue in such courts.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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