

Memo

To: Our Valuable Customers

Please note!

We would like to be able to open a credit account for all of our valued customers wishing this benefit from our company. To help insure you have the most information supplied to us to open an account for you, we have listed the areas that we require in order to process and get approval for an open credit account.

- **Application must be completed under the name of the person(s) or company writing the check in payment of the invoicing.**
- **A minimum of three (3) trade references must be supplied with a dollar amount equaling the amount of the job or monthly jobs being produced (i.e. if you are applying for credit for a job costing \$10,000, we need three credit references providing \$10,000 worth of credit paid in net 30 day terms.)**
- **These references must have at least one year of credit history**
- **COD accounts are not acceptable credit references**
- **Credit applications need to be submitted a minimum of seven (7) days before your print jobs are put on our schedule board.**

**APPLICATION AND AGREEMENT FOR
CREDIT AND SALES**

Journal Graphics

Commercial Printers

2840 N.W. 35th Avenue • Portland, Oregon 97210-1604
Phone (503) 790-9100 • Fax (503) 790-9043

AMOUNT OF CREDIT REQUESTED:	(FOR INTERNAL USE ONLY)
SALES REP	TAX EXEMPT? [] YES [] NO IF YES, PLEASE ATTACH SIGNED CERTIFICATE
FILES DUE IN	SALES TAX EXEMPTION NO.:

APPLICANT:	TELEPHONE NO.	FAX NO.
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> SOLE PROPRIETOR		
BILLING ADDRESS:	CITY:	STATE: ZIP:
STREET ADDRESS:	CITY:	STATE: ZIP:
NATURE OF BUSINESS:	DATE BUSINESS ESTABLISHED:	
MOBILE PHONE:	EMAIL ADDRESS:	
IF CORPORATION OR LLC, STATE IN WHICH ORGANIZED:	AVERAGE YEARLY SALES:	

LIST BELOW NAME(S) AND ADDRESS(ES) OF APPLICANT'S OFFICERS, CO-VENTURERS, PARTNERS OR OWNERS.

NAME:	TITLE:	SOCIAL SECURITY NO.:
HOME ADDRESS:	CITY, STATE, ZIP:	HOME TELEPHONE:
NAME:	TITLE:	SOCIAL SECURITY NO.:
HOME ADDRESS:	CITY, STATE, ZIP:	HOME TELEPHONE:
HAS ANY OFFICER, MEMBER, CO-VENTURER, PARTNER OR OWNER EVER FILED FOR PERSONAL BANKRUPTCY? [] YES [] NO		
IF YES, NAME AND DATE OF FILING:		

TRADE AND BANK REFERENCES (LIST PRINCIPAL CREDITORS, SUPPLIERS AND BANKS)

OTHER NAME(S) BY WHICH APPLICANT'S CREDIT HISTORY MAY BE VERIFIED:				
CREDITOR:	CITY:	ST:	PHONE:	FAX:
CREDITOR:	CITY:	ST:	PHONE:	FAX:
CREDITOR:	CITY:	ST:	PHONE:	FAX:
CREDITOR:	CITY:	ST:	PHONE:	FAX:
BANK:	BRANCH:	ACCOUNT NO.:		
ADDRESS:	OFFICER:	TELEPHONE:		

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Applicant agrees with Journal Graphics, Inc. as follows with respect to all sales of goods between them, whether or not credit is extended for the sale:

Credit Reports: Applicant and the person signing this Application and Agreement on behalf of Applicant each authorize Journal Graphics, Inc. to obtain credit and financial information concerning Applicant and the person signing below on Applicant's behalf at any time from any source.

General Terms and Conditions of Sale: Applicant agrees to be bound by the "General Terms and Conditions of Sale" issued by Journal Graphics, Inc., provided on the reverse side of this Application and your Quote Agreement, and acknowledges that the General Terms of Sale are incorporated into and form part of this Application and Agreement, and a part of all agreements between Applicant and Journal Graphics, Inc. for the sale of goods. Applicant is responsible for all state and local taxes that may apply to printed documents received from Journal Graphics Inc.

Dispute Resolution: Applicant is subject to all the terms and conditions of dispute resolution contained in the General Terms and Conditions of Sale, including the provisions relating to arbitration, interest on overdue accounts, and attorney fees contained therein.

Miscellaneous: (a) Applicant agrees Journal Graphics, Inc. is not required to extend the amount of credit requested, nor does the amount of credit requested limit any damages to which Journal Graphics, Inc. may become entitled under law. (b) Applicant warrants that the information in this Application and Agreement is complete, true and correct, and the person signing below on behalf of Applicant is authorized to agree to this Application and Agreement by signing below. (c) This Application and Agreement and any other agreement with Journal Graphics, Inc. may be executed and transmitted by facsimile, and a facsimile may be deemed an original and be legally binding.

By signing here, you are agreeing to the foregoing and to the General Terms and Conditions of Sale on behalf of Applicant and the authorization to obtain credit and financial information about you and Applicant as stated above.

Signature: _____ Date: _____
Print Name: _____ Title: _____

PERSONAL GUARANTY

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and to induce Journal Graphics, Inc. to extend credit to Applicant named above, the undersigned and, if more than one, each of them (hereinafter "Guarantor(s)"), jointly and severally, unconditionally and irrevocably guarantees all obligations of Applicant to Journal Graphics, Inc., that may now or at anytime in the future be owing to Journal Graphics, Inc. by Applicant or any successor thereof, pursuant to the Application and Agreement and regardless of whether Journal Graphics, Inc. has previously made demand upon Applicant or instituted any suit, action, or other proceeding against Applicant. This is an open, unlimited and continuing guaranty and Guarantor(s) agrees that any and all credit extended to Applicant now on in the future by Journal Graphics, Inc. is done in material reliance on this guaranty. Guarantor(s) authorizes Journal Graphics, Inc. to obtain credit and financial information about Guarantor(s) at any time from any source. Guarantor(s) is subject to all the terms and conditions of the Application and Agreement, including the General Terms and Conditions of Sale, which is available upon request. Guarantor(s) expressly agrees that he has had full and ample time to review this Guaranty with an attorney of his choice prior to signing. A signed facsimile of this guaranty may be deemed an original and be legally binding.

By signing here, you are agreeing to be a personal guarantor

Signature: _____, Personally Print Name: _____ Date: _____

TERMS AND CONDITIONS OF AGREEMENT

Between Journal Graphics and Customer

1. All quotations are based upon regular hourly rates of wages and cost of material prevailing at date of quotation and are subject to amendment or withdrawal at any time prior to execution and delivery of this Agreement by Journal Graphics and Customer.

2. Orders will not be considered final until credit has been approved by Journal Graphics. After an order is entered, no cancellation will be allowed without adequate compensation for any loss incurred by Journal Graphics.

3. Proposals are only for work according to the original specifications. Additional work done or time consumed by reason of author's alteration of copy or proofs, changes made in work or materials, holding of presses and other delays caused by the Customer will be charged for at current rates.

4. Standing electronic files and artwork will not be held after completion of the order except by special agreement. Journal Graphics will not be liable for loss or damage to any of this material if stored.

5. All prices exclude taxes. Customer is responsible for payment of all taxes related to the sale of finished goods to Customer.

6. All finished goods belonging to Customer will be handled and stored only at Customer's risk and such handling and storage charged for at current rates.

7. Alterations, or similar work required on materials which are furnished by the Customer including, but not limited to, art and electronic files shall be billed at current prices. Additional cost due to delays or impaired production on account of improper quality of Customer-furnished materials, including but not limited to paper, will be charged to the Customer.

8. A proof sheet or sheets, such as Lasers, shall be submitted with the original files. Corrections will be noted on the proof by the Customer and returned marked "OK" or "OK" with corrections and signed or initialed by a duly authorized individual. Requests for revised files or additional proofs must be made when a proof is returned to Journal Graphics. Customer will be charged for all revised or additional proofs. Journal Graphics is not responsible for errors if work is printed as per Customer's "OK."

9. A pre-press digital color proof will be shown on process color jobs. A reasonable variation between color proofs and the

completed job shall constitute acceptable performance by Journal Graphics because of the difference in equipment and conditions between the color proofing and production. Presses standing awaiting "OK" of Customer will be charged at current rates for the time consumed.

10. Production schedules will be established and adhered to by Customer and Journal Graphics, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, energy failure or shortage, action of Government or civil authority and Acts of God or other causes beyond the control of Customer or Journal Graphics.

11. In no event will Journal Graphics be liable to Customer for any consequential, indirect, special, or incidental damages, including, without limitation for lost profits, cost of procurement of substitute goods, or business interruption. In no event will the aggregate liability of Journal Graphics to Customer under this Agreement exceed the amounts paid to Journal Graphics by Customer pursuant to this Agreement. Customer's sole remedy for delayed delivery is to cancel the delayed order. Customer's sole remedy for defective goods is either reperformance or refund by Journal Graphics, at Journal Graphic's election in its sole discretion.

12. Over-runs or under-runs may not exceed $\pm 3\%$ of the quantities ordered. An appropriate charge or credit shall be made for the amount over or under.

13. All proposals are based on immediate delivery of the order when completed or upon immediate delivery of completed units of the order, as may be most convenient to Journal Graphics. An additional charge will be made for special packaging and handling.

14. Payment terms are cash, net 30 days from date of invoice upon approval of credit, unless otherwise specified. All claims or complaints by Customer must be made in writing to Journal Graphics within 10 days of delivery of the order. Journal Graphics will charge Customer interest on past due accounts at 1 1/2% per month (18% annual rate) or the maximum legal rate, whichever is less, on past due balances. If any event or circumstance occurs that Journal Graphics in good faith believes may impair Customer's creditworthiness or ability to pay, Journal Graphics may: cancel any order or work in process not yet delivered to Customer; refuse

to make further shipments; require payment of any or all outstanding Customer accounts receivable; decrease, cancel, or limit Customer's credit terms; or require payment in advance for further orders, in addition to any other available remedies.

15. Journal Graphics will follow any reasonable shipping instructions of Customer. Unless otherwise specified, delivery is F.O.B. Journal Graphic's dock.

16. VENUE. If there is a lawsuit or other action of any kind involving or relating to this Agreement, the sole and exclusive venue for such lawsuit or action shall be the courts of Multnomah County, Oregon.

17. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

18. ATTORNEY FEES. With respect to any dispute arising out of or relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law, any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this Agreement or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, and other expert and professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, in any bankruptcy proceeding, or on any appeal or review, in addition to all other amounts provided by law.

19. To secure payment of all amounts due by Customer to Journal Graphics, Customer grants Journal Graphics a security interest in all finished goods sold to Customer. In case of Customer's default in payment, Journal Graphics will have all rights of a secured party under the Oregon Uniform Commercial Code—Secured Transactions.

Please initial acceptance of the above terms.

Company: _____

Initial: _____ Title: _____ Date: _____