

MS Dallas Reprographics, Inc.
1130 Dragon St. #110
Dallas, Texas 75207
(214) 521-7000 Fax (214) 522-8533

Business Credit Application

Type of Customer:

- Advertisers/Mkt Architect Attorneys Engineer General Contractor Government Hospitals
 Home Builders Manufacturer Oil/Chemical Property/Real Estate Retail Schools
 Sub Contractor Utilities Wholesale Corporate Non-profit Org Other: _____

Type of Business: Corporation Partnership LLC

Federal EIN: _____ State of Organization: _____ State EIN: _____

Company Name: _____ Phone # _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Number of years in business: _____ Type of business: _____

Name of owner/president/General Partner: _____

Home address of owner/president/General Partner: _____

City: _____ State: _____ Zip: _____

Are purchase orders required? Yes No

Dunn & Bradstreet #: _____

Sales Tax Status Taxable Non-taxable (If non-taxable, attach a signed tax exemption/resale certificate)

Name of AP Contact: _____

Address (If different from above): _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email Address: _____

Invoice Delivery Method (check all that apply)

- Deliver with the product
 Mailed to Billing Address
 Emailed to: _____

BANK REFERENCE:

Name: _____ Contact: _____

Account #: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

TRADE REFERENCES: (3 references required)

Name: _____ Phone #: _____ Fax #: _____

Address: _____ Account #: _____

Name: _____ Phone #: _____ Fax #: _____

Address: _____ Account #: _____

Name: _____ Phone #: _____ Fax #: _____

Address: _____ Account #: _____

Credit Limit Requested: _____

Sales Rep: _____

TERMS AND CONDITIONS

1. **Agreement:** This is an agreement of a limited warranty between MS Dallas Reprographics, Inc. (MS Dallas), 2300 Reagan Street, Dallas, TX 75219 and its clients.
2. **Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of The State of Texas. In the event of litigation or other proceedings by MS Dallas Reprographics, Inc. to enforce or defend any term or condition stated herein, customer agrees to pay all costs and expenses sustained by MS Dallas Reprographics, Inc., including but not limited to, court costs and reasonable attorney fees.
3. **Order:** Orders, verbal or written cannot be cancelled except upon terms that will protect MS Dallas Reprographics, Inc. from loss.
4. **Customers' Originals or Other Property:** MS Dallas Reprographics, Inc. liability for loss or damage to customer's originals or other property in the possession of MS Dallas Reprographics, Inc. shall be limited to \$250.00 per order, unless a greater value is declared at the time the order is given to MS Dallas Reprographics, Inc. A charge will be made for additional insurance coverage for the higher value declared. In addition, customer agrees to hold MS Dallas Reprographics, Inc. harmless from all loss, cost, expenses or damage for all claims asserted by third parties against MS Dallas Reprographics, Inc. in excess of the above. Any property of customer left in the possession of MS Dallas Reprographics, Inc. for more than sixty (60) days shall be considered abandoned and may be disposed of by MS Dallas Reprographics, Inc.
5. **Customers' Digital Files:** MS Dallas Reprographics, Inc. will keep customers' files stored for 90 (ninety) days without charge. If a customer requires MS Dallas Reprographics, Inc. to store files beyond 90 (ninety) days customer agrees to pay file storage charges.
6. **Delivery:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. MS Dallas Reprographics, Inc. shop.
7. **Third Party Invoicing:** Customer requests that third parties be billed for work will be honored with the express understanding that the customer making such request remains primarily liable.
8. **Defects, Damages, or Shortages:** Claims for defects, damages or shortages must be made by the customer in writing within a period of ten (10) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. MS Dallas Reprographics, Inc. liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost).
9. **Security for Payment:** As security for payment of any sum due or to become due, MS Dallas Reprographics, Inc. shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in MS Dallas Reprographics, Inc. possession, including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance or guarantee of payment shall not affect such security interest and lien.
10. **Terms:** Payment shall be net cash 15 days from date of invoice unless otherwise provided in writing. MS Dallas Reprographics, Inc. reserves the right to charge 18% interest per annum (1.5% per month with a \$5.00 minimum finance charge), or the maximum allowed by law, on any balance not paid by the due date. Any invoice not disputed in writing, within 15 days of invoice date will be deemed correct and payable in full, as invoiced, by the due date.
11. **Indemnification:** The customer shall indemnify and hold harmless MS Dallas Reprographics, Inc. from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against MS Dallas Reprographics, Inc. on grounds alleging that the reproduction violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that MS Dallas Reprographics, Inc. has contributed to the matter. At the customer's own expense, the customer agrees to promptly defend and continue the defense of any such claim, demand, action or proceedings that may be brought against MS Dallas Reprographics, Inc. provided that MS Dallas Reprographics, Inc. shall promptly notify the customer with respect thereto, and provide further that MS Dallas Reprographics, Inc. shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.
12. **Limited Warranty:** MS Dallas Reprographics, Inc. warranty in connection with any and all services performed, work done, or product finished shall be limited to the sale price of the merchandise and/or services recited in the invoice. MS Dallas Reprographics, Inc. expressly denies any and all warranties of fitness and merchantability.
13. **Pricing:** Where the price to be charged by MS Dallas Reprographics, Inc. is based upon the area of the reproduction, i.e., \$ per square foot, the Standard Area Chart of the International Reprographic Association shall be used to compute the square footage of the reproduction.
14. **COPYRIGHT LICENSE INDEMNIFICATION AGREEMENT:** I represent that I am familiar with the copyright laws governing reproduction of copyrighted materials. I warrant that I received permission and license from the copyright owner of the film, print, slide, movie, artwork, digital medium or other material (hereafter referred to as "material") submitted for processing and/or printing to reproduce the material for purposes that I intend to use them. I have the legal right to, and do authorize and grant non-exclusive license to MS Dallas Reprographics, Inc. and its agents to reproduce the material and return them to me or my agents.

The information given on this application is for the purpose of obtaining an open account with MS Dallas Reprographics, Inc. (MS Dallas) and, to the best of my knowledge, is true and correct. MS Dallas is authorized to make any credit inquiries necessary for approval according to the Federal Fair Credit Reporting Act. Further, I have read and agree to the Term and Conditions and the Copyright License Indemnification Agreement and certify that I have full authority to encumber the company.

Authorizing Signature: _____ Title: _____
(Must be signed by Officer, Director, General Partner, or Authorized Representative)

Print/Type Name: _____ Date: _____