



Precision-Engineered Print Services™

REINDL PRINTING INC.
1300 Johnson St.
P.O. Box 317
Merrill, WI 54452
(715) 536-9537
FAX (715) 536-8293

PLEASE COMPLETE THE FOLLOWING INFORMATION IN FULL.

CUSTOMER INFORMATION SHEET

LEGAL NAME _____ DBA _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BILLING ADDRESS (IF DIFFERENT THAN ABOVE) _____

TELEPHONE () _____ YEAR BUSINESS WAS ESTABLISHED _____

FAX NUMBER () _____ E-MAIL ADDRESS/WEBSITE _____

LINE OF BUSINESS _____ NO. OF EMPLOYEES _____

(CHECK ONE): CORPORATION _____ LLC _____ STATE INCORPORATED IN _____ PARTNERSHIP _____ PROPRIETORSHIP _____

FEDERAL ID # _____ D & B # _____

LINE OF CREDIT REQUESTED _____ TAX EXEMPT NO. _____

(IF EXEMPT, PLEASE COMPLETE ATTACHED TAX CERTIFICATE, REQUIRED IN STATE OF WI.)

PERSON TO CONTACT REGARDING PAYMENT OF INVOICES _____

PERSON(S) AUTHORIZED TO PURCHASE

1. _____ 2. _____

DO YOU ISSUE PURCHASE ORDERS? YES _____ NO _____

DO YOUR PURCHASE ORDERS INCLUDE A "DISCLOSURE" WHERE YOUR CLIENT IS FULLY RESPONSIBLE FOR PAYMENT?

YES _____ NO _____

PLEASE NOTE: Irrespective of any contrary language in customer's Purchase Order or any Policy Position of the American Association of Advertising Agencies, customer shall be liable for all invoices regardless of whether or not customer has been paid by its client or advertiser.

BANK _____

NAME BRANCH

ADDRESS PHONE NO. FAX NO.

OFFICER OR CONTACT ACCOUNT NO.

OWNERS, PARTNERS, AND/OR OFFICERS:

NAME TITLE NAME TITLE

NAME TITLE NAME TITLE

NAME TITLE NAME TITLE

TERMS AND CONDITIONS

"All sales made by Reindl Printing Inc. are subject to the terms & conditions set forth on the reverse side hereof. All credit extended pursuant to this credit application is subject to such terms & conditions. Normal payment terms are net 30 with 1.5% per month late charge on balances over 30 days. Until normal terms are established, the term(s) for the initial job(s) placed with our firm is one-half down and the balance due upon completion. Terms or conditions of any purchase order or other form issued by the customer, which are in addition to, modify or are inconsistent with the terms & conditions will not be binding upon Reindl Printing Inc. unless agreed to in a separate writing executed by an authorized representative of Reindl Printing Inc."

CONFIRMATION: "As an authorized representative for the company named above, I hereby warrant and represent that the information provided herein is accurate and correct, that I have authority to execute this document, and that the company agrees to be bound by the terms and conditions of sale set forth on the reverse side hereof." I also authorize release of necessary credit and bank information to Reindl Printing Inc.

NAME & TITLE _____

SIGNATURE _____ DATE _____

FOR COMPANY USE ONLY

Table with 5 columns: Date, Sales Representative, Amount Requested, Creditor OK Date, Credit Amount

REINDL PRINTING INC. TERMS AND CONDITIONS

1. **ACCEPTANCE AND GOVERNING PROVISIONS.** This proposal is an offer by Reindl Printing Inc. ("Seller") to sell the goods and/or services described herein or in the attachments hereto subject to these terms and conditions, and subject to Seller's credit approval of Customer, and is expressly limited to acceptance of the terms and conditions herein within 60 days. No modification, change, renunciation or waiver by Seller of any term or condition hereof or of any of Seller's rights or remedies hereunder shall be binding on Seller, nor shall the order hereby acknowledged be countermanded or changed by Customer, unless in each instance Seller shall in advance thereof have expressly consented thereto in writing by Seller's authorized officer, and any purported oral or other consent thereto shall be null and void; there being no representations, agreements, promises or understandings between Customer and Seller that are not expressed herein. Seller's failure to object to provisions contained in any purchase order or other communication from Customer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Estimated prices are only for work according to the original specifications. We reserve the right to check all artwork, film, or copy, before acceptance of job. The contract and these terms and conditions shall be governed by and shall be construed in accordance with the internal laws of the State of Wisconsin.
2. **CANCELLATION AND RETURNS.** Orders regularly entered, verbal or written, cannot be cancelled or altered by the Customer except upon terms and conditions acceptable to Seller, as evidenced by written consent signed by Seller's authorized officer, and which will compensate Seller against loss incurred in reliance of that order. No goods may be returned to Seller for credit except with Seller's prior written permission, and then only in compliance with Seller's return shipment instructions.
3. **EXPERIMENTAL WORK.** Experimental work performed at Customer's request, such as sketches, drawings, composition, plates, presswork and materials will be charged for at current rates and may not be used without consent of Seller.
4. **CREATIVE WORK.** Sketches, copy, dummies and all preparatory work created or furnished by Seller shall remain his exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by Seller.
5. **CONDITION OF COPY.** Estimates for typesetting are based on the receipt of original copy or manuscript clearly typed, double-spaced on 8 1/2"x11" uncoated stock, one side only. Condition of copy which deviates from this standard is subject to re-estimating and pricing review by Seller at time of submission of copy, unless otherwise specified in proposal.
6. **PREPARATORY MATERIALS.** Artwork, type, plates, negatives, positives, film, electronic storage medium, and all other items ("Preparatory Materials") when supplied by Seller shall remain Seller's exclusive property unless otherwise agreed to in writing. All Preparatory Materials when supplied by Customer or any 3rd party at Customer's direction shall, at the sole discretion of Seller, remain in Seller's possession and control until all accounts and charges due Seller from Customer, including for all past, present and future purchase orders between Seller and Customer are paid in full; and, Customer warrants and represents to Seller intending Seller to rely thereon and acknowledging Seller does rely thereon that if any Preparatory Materials are owned by a 3rd party that customer is authorized for and on behalf of the 3rd party to make this warranty and representation.
7. **ALTERATIONS.** Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.
8. **PROOFS.** Proofs shall be submitted with original copy. Corrections are to be made on "master set," returned marked "O.K." or "O.K. with corrections" and signed by Customer. If revised proofs are desired, request must be made when proofs are returned. Seller regrets any undetected errors that may occur through production, but cannot be held responsible for errors if the work is printed per customer's O.K. or if changes are communicated verbally. Seller shall not be responsible for errors if the Customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed Seller to proceed without submission of proofs, or if changes are communicated verbally.
9. **PRESS PROOFS.** Unless specifically provided in Seller's proposal, press proofs will be charged for at current rates. An inspection sheet of any form can be submitted for Customer approval, at no charge, provided Customer is available at the press during the time of makeready. Any changes, corrections or lost press time due to Customer's change of mind or delay will be charged for at current rates.
10. **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 shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to Customer's suppliers upon request at current rates.
11. **OVERRUNS AND UNDERRUNS.** Variations in quantity of 10 percent over or under quantities ordered shall constitute acceptable delivery unless otherwise requested by customer prior to entering order. If customer requires guaranteed "no less than" delivery, percentage tolerance of overage must be doubled.
12. **INSURANCE.** It is the responsibility of Customer to assume all risks with respect to and to carry adequate insurance on all property furnished and/or owned by Customer while in storage on Seller's premises either before or after the manufacturing process or while in transit to or from Seller's premises. Seller insures Customer's materials during the manufacturing process; Seller's liability for such materials shall in no event exceed the amount actually recovered under Seller's insurance policies.
13. **PRICES; DELIVERY.** Materials quoted are based on prices and availability prevailing on the date of this quote. Material availability and pricing after this date are not guaranteed. Seller will charge prices prevailing at time of shipment. Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. local customer's place of business or F.O.B. Seller's platform for out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from Customer to Seller, or from Customer's supplier to Seller, are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon Customer's request. Materials delivered from Customer or his suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and Seller cannot accept liability for shortage based on supplier's tickets. Title and risk of loss for finished work shall pass to the Customer upon delivery, to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first. All claims for damage in transit shall be made to the carrier and not to Seller. Claims for shortages or other errors in delivery must be made in writing to Seller within ten (10) days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Customer. Prices indicated are for net quantities only and do not reflect any provisions for overruns.
14. **STORAGE.** If the Customer's goods, materials or finished products or stock are not shipped within fifteen (15) days after notification to Customer that they are ready for shipping, for any reason beyond Seller's reasonable control, including Customer's failure to give shipping instructions, Seller may at its option store such products at Customer's risk and expense, and Customer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefor. Seller shall store without charge to Customer materials in film form for a period of eighteen (18) months from the date of last use, at the end of which period such material may be destroyed.
15. **PRODUCTION SCHEDULES; DELAY.** Production schedules will be established and adhered to by Customer and Seller, provided that neither shall incur any liability or penalty for delays in production or delivery due to state of war, riot, civil disorder, fire, strikes, slow-downs, accidents, action of Government or civil authority, delay in transportation, energy failure, equipment breakdown, delay of supplier, inability to obtain necessary labor, materials or manufacturing facilities, acts of God or other causes beyond the control of Customer or Seller. In the event of a stoppage or delay resulting from any such cause, we shall perform such parts of the work as we are capable of performing, and should you place all or any part of the work elsewhere, we shall be entitled to resume as soon as practicable. Where production schedules are not adhered to by Customer, final delivery date will be subject to renegotiation.
16. **CUSTOMER FURNISHED MATERIALS.** Paper stock, ink, camera copy, film, color separations and other Customer materials shall be processed, packed and delivered to Seller's specifications. Additional cost due to delays caused by Customer, or impaired production caused by deficiencies in furnished materials, shall be charged to the Customer.
17. **TERMS; SECURITY.** Payment terms shall be whatever was set forth in the quotation or invoice unless otherwise provided in writing. Service charges on past due accounts shall be as set forth in the quotation or invoice unless otherwise provided in writing and if none, then at 1.5% per month. If, during the period of performance of an order, the financial condition of the Customer does not justify the terms of payment specified, Seller may demand full or partial payment in advance before proceeding with the work, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option without prejudice to other lawful remedies, may defer delivery or cancel this contract. As security for payment of any sum due or to become due hereunder or under terms of any Agreement, Seller shall have the right, if necessary, to retain possession of and shall have a lien on all Customer property in Seller's possession including work in process and finished work. Customer hereby agrees to execute such Security Agreements and Financing Statements as Seller may reasonably request. The extension of credit or the acceptance of notes, trade acceptances or guarantees of payment shall not affect such security interest and lien.
18. **TAXES.** Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Customer shall be paid by Customer in addition to the prices quoted or invoice. In the event Seller is required to pay any such tax, fee or charge, Customer shall reimburse Seller therefor.
19. **WARRANTIES.** Seller warrants that the goods and/or services furnished hereunder will conform to the specific description thereof in Seller's proposal and will be free from defects in materials and workmanship. Claims for defects, damages or nonconformance must be made by the Customer in writing within a period of five (5) days after delivery. Failure to make such claim within that 5-day period shall constitute irrevocable acceptance and an admission that the goods and/or services fully comply with such terms, conditions and specifications. Any goods and/or services proved to Seller's satisfaction to be defective or nonconforming within the 5-day period shall be replaced or reworked. Seller's sole obligation and Customer's exclusive remedy hereunder shall be limited to such replacement.
THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller shall not be subject to any other obligations or liabilities whatsoever with respect to the goods and/or services furnished hereunder, or any undertakings, act or omissions relating thereto.
20. **CONSEQUENTIAL DAMAGES.** SELLER SHALL NOT BE LIABLE TO CUSTOMER OR TO ANYONE CLAIMING UNDER CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING LOST PROFITS.
21. **INDEMNIFICATION.** The Customer shall indemnify and hold harmless Seller 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 Seller on grounds alleging that the said printing violates any patents, copyrights, trademarks or any proprietary rights of any person, or that it contains any matter that is libelous, obscene, or scandalous, violates any laws, governmental regulations or directives, or invades any person's right to privacy or other personal rights, or alleging liability based upon any other theories of law, including without limitation, actions alleging breach of warranty or strict liability in tort. The Customer agrees, at the Customer's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Seller, provided that Seller shall promptly notify the Customer with respect thereto, and provided further that Seller 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.
22. **REFUSAL TO PRINT.** Seller reserves the right to refuse to print any material which it deems to be libelous, defamatory, pornographic, obscene, violative of the right of privacy of any person or of any laws, governmental regulations or directives, or otherwise objectionable; provided, that nothing in the foregoing shall obligate Seller to review any materials submitted by or on behalf of Customer. Such refusal to print shall not be deemed a breach by Seller of this agreement nor shall such refusal give rise to any cause of action by Customer against Seller but shall effect termination of this agreement. Such termination shall not relieve Customer of its obligation to pay Seller for services rendered hereunder or which may be rendered prior to termination.
23. **PRINTER SAMPLES.** Seller shall have the right to make a reasonable number of reproductions of and to display any works of authorship that are reproduced by Seller pursuant to this agreement for the limited purpose of demonstrating Seller's capabilities and facilities or otherwise promoting Seller's products or services.
24. **JURISDICTION AND VENUE.** This agreement, shall in all respects be interpreted, enforced and governed by and under the laws of the State of Wisconsin and Seller and Buyer agree that the proper jurisdiction and venue for litigation, if any, arising under this agreement shall be the circuit court for Lincoln County, Wisconsin.

Customer Initials _____



Precision-Engineered Print Services™

REFERENCES

TRADE REFERENCES:

Please list four commercial references (including printing companies) which you are currently using and have maintained a credit relationship for a minimum of one year.

COMPANY NAME _____ CONTACT _____

ADDRESS _____ ACCT.# _____

CITY, STATE & ZIP _____

PHONE # _____ FAX# _____

COMPANY NAME _____ CONTACT _____

ADDRESS _____ ACCT.# _____

CITY, STATE & ZIP _____

PHONE # _____ FAX# _____

COMPANY NAME _____ CONTACT _____

ADDRESS _____ ACCT.# _____

CITY, STATE & ZIP _____

PHONE # _____ FAX# _____

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CITY, STATE & ZIP _____

PHONE # _____ FAX# _____