



COMMERCIAL ACCOUNT CREDIT APPLICATION

For DGI Use Only	
<input type="checkbox"/> Open	<input type="checkbox"/> Probationary _____
<input type="checkbox"/> Limited:	_____
<input type="checkbox"/> COD/Refused	_____
Date: _____	By _____

Date: _____

Firm Name: _____ Phone: _____

d.b.a. _____ FAX _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Business Type: _____ Corporation _____ Partnership _____ Sole Proprietor

As applicable, list names and titles of corporate officers, partners, or sole proprietor:

Name: _____ SS# _____ Title: _____

Name: _____ SS# _____ Title: _____

Name of Parent Company, if applicable: _____

Type of Business: _____ How Long in Business: _____ Number of Employees: _____

Credit Line Requested: \$ _____ Do you require P.O.'s on invoices? _____

Name of Person Responsible for Accounts Payable: _____

Name of Bank: _____ Branch: _____ Phone: _____

Address: _____ Savings # _____

Person to Contact at Bank: _____ Checking # _____

Financial Statement Available? _____ Loan # _____

SUPPLIERS (Do **not** include credit cards, utilities, personal accounts or landlords)

Name: _____ Phone: _____

City: _____ State: _____ Zip: _____

Average Monthly Purchases: \$ _____

Name: _____ Phone: _____

City: _____ State: _____ Zip: _____

Average Monthly Purchases: \$ _____

Name: _____ Phone: _____

City: _____ State: _____ Zip: _____

Average Monthly Purchases: \$ _____

AUTHORIZED BUYERS

Name

Title

1. _____

2. _____

IN CONSIDERATION OF EXTENSION OF CREDIT BY DELTA GRAPHICS INC., I AGREE TO THE FOLLOWING TERMS OF SALE: NET 30 DAYS FROM DATE OF INVOICE, CHARGE OF 2% PER MONTH ON ALL ACCOUNTS 30 DAYS PAST DUE (24% ANNUALLY). IF SIGNING ON BEHALF OF A CORPORATION, I PERSONALLY GUARANTEE ALL OF THE TERMS HEREOF, INCLUDING PAYMENT OF ALL OBLIGATIONS. THE UNDERSIGNED ALSO AGREE TO PAY ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES SHOULD LEGAL ACTION BE REQUIRED. WE HEREBY AUTHORIZE CREDIT REFERENCES TO RELEASE ANY INFORMATION NECESSARY TO ASSIST IN ESTABLISHING A LINE OF CREDIT WITH DELTA GRAPHICS INC. I AUTHORIZE DELTA GRAPHICS INC. TO OBTAIN A PERSONAL CONSUMER REPORT FOR EXTENSION OF CREDIT.

Date: _____ Signature: _____

INDIVIDUAL PERSONAL GUARANTY

Date _____

I, _____, residing at _____
_____, for and in consideration of your extending credit at my request to
_____ (hereinafter referred to as the "Company",)
(NAME OF COMPANY)

hereby personally guarantee to you the payment of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Signature: _____

Witnessed by: _____ Signature: _____

Witness Address: _____

.....

or

JOINT PERSONAL GUARANTY

Date _____

We, _____ and _____, residing at
_____, for and in consideration of your
extending credit at our request to _____
(NAME OF COMPANY)

(hereinafter referred to as the "Company",) _____
(NAME)

hereby personally guarantee to you the payment of any obligation of the Company and we hereby agree to bind ourselves to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Signature: _____

Witnessed by: _____ Signature: _____

Witness Address: _____

**DELTA GRAPHICS INC.
TERMS OF CREDIT & CONDITIONS OF SALES**

- 1. Parties.** Delta Graphics, Inc. will be referred to as “Delta Graphics” and the person or company purchasing or requesting service will be referred to as “Customer”.
- 2. Credit terms.** On approved credit, invoice balance is due in total within 30 days of invoice date. Invoices that are not paid within these credit terms may lose any discounts or special pricing. No reminder statement will be sent.

A service charge of 2% per month (24% per annum) will be made on overdue balances. Past due balances may be turned over to an attorney or agency for collection. In such event, the Customer agrees to pay the full invoice amount, plus any service charges, plus all costs incurred for collection whether or not a lawsuit is commenced. Accounts that are more than 60 days past due may lose their open account status and be placed on C.O.D. for future orders. Customers whose balances have been sent for collection will be required to pre-pay any future orders.

- 3. Limitation of liability.** Delta Graphics makes no warranty, express or implied, of merchantability or fitness for any particular purpose or otherwise and in no event shall Delta Graphics be liable to Customer for any resulting damages or expenses.

Customer is responsible for checking all work received for correctness and accuracy. Liability is limited to replacement of defective materials resulting from negligence on the part of Delta Graphics. Delta Graphics is in no way responsible for any special, direct, indirect, incidental or consequential damages arising out of or as the result of use of materials produced.

It is assumed that Customer has retained backup copies of files submitted. Delta Graphics is not responsible for problems arising from loss of data or defective media.

- 4. Indemnification.** Where product or materials are produced according to patterns, plans, files, drawings, specifications or requests made by Customer, Customer shall indemnify Delta Graphics against and save Delta Graphics harmless from all loss, damage and expense arising out of any suit or claim against Delta Graphics for infringement of any patent, trademark or copyright because of Delta Graphics’ manufacture or production of such product, or because of the use or sale of such product by Customer. Customer shall appear and assume defense of any such litigation.
- 5. Nondisclosure.** Any specifications, files, drawings, plans, notes, instructions or technical data of Customer furnished to Delta Graphics in the course of producing materials for use by Customer shall remain the property of the Customer, and Delta Graphics shall not disclose to any party other than Customer or a party duly authorized by Customer, the contents thereof. At the Customer’s request certain files, drawings and instructions, including but not limited to fonts and logos, shall be archived for future reference by Customer or Customer’s assigns.
- 6. Cancellations.** After acceptance by Delta Graphics of orders instigated by Customer, orders may not be cancelled except with the consent of Delta Graphics, and may be subject to costs incurred if production of such order has commenced.