



# Application for Credit

Credit for initial opening accounts is limited to the highest of the references submitted.

Amount of credit requested \$ \_\_\_\_\_

PREPRESS TO PRINTING TO POSTMARK

121 Interpark Blvd., Suite 801 • P.O. Box 790510 • San Antonio, Texas 78279-0510  
(210) 496-6006 • FAX (210) 496-9225

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

Company Name (Legal Name) \_\_\_\_\_ Business Activity \_\_\_\_\_

Employer ID# \_\_\_\_\_

Street Address \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_  
STREET CITY STATE ZIP

Mailing Address \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_  
STREET CITY STATE ZIP

Type of Ownership  Corporation  Partnership  Individual When Started \_\_\_\_\_

If Branch or Division, location of Home Office \_\_\_\_\_

Contact in A/P Dept. \_\_\_\_\_ Special billing instruction? \_\_\_\_\_

Anticipated monthly volume of business \_\_\_\_\_

Purchase Order numbers required?  Yes  No Authorized Agents \_\_\_\_\_

Owner or President \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Home Address \_\_\_\_\_

### COMMERCIAL BANKING REFERENCES

Bank \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_

Business Checking  Personal Checking  Savings

WE NOW HAVE OPEN ACCOUNT PRIVILEGES WITH: (Please furnish complete names, addresses and phone numbers.)

### TRADE PAYABLE REFERENCES

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Zip \_\_\_\_\_

The above information is submitted for the purpose of obtaining credit. The undersigned authorizes you to make such inquiries as are necessary to obtain credit information and authorizes my bank and/or suppliers to release information regarding my account(s). Applicant's signature attests financial responsibility and willingness to pay our invoices in accordance with Clear Visions, Inc.'s terms.

TERMS: Buyer agrees to pay all invoices within 10 days, and to pay a service charge of 1 1/2% per month which is an annual percentage rate of 18% on all overdue balances. Buyer further agrees that in the event suit is necessary to recover payment of the purchase price, the site of venue will be Bexar county and buyer will pay Seller's attorney fees and costs including attorney fees to appeal. Buyer agrees that Clear Visions Inc. has a lien on all product, film and artwork until account is paid in full. Credit card payment is accepted with an additional fee.

**FURTHER TERMS, PROVISIONS AND CONDITIONS OF THIS AGREEMENT APPEAR ON PAGE 3.**

APPLICANT/CORPORATION \_\_\_\_\_

IF CORPORATION BY: \_\_\_\_\_ TITLE \_\_\_\_\_



# Terms and Conditions of Sale

Sale of any of the goods or services described or referred to in this quotation at the quoted prices is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of intent to purchase any such goods or services, or any instruction to proceed with materials procurement, printing or shipment, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in any such communication from Customer shall be deemed material alterations within the meaning of Section 2.207(b)(2) of the Texas Business and Commerce Code, and are hereby objected to by Clear Visions, Inc. (the "Company") and shall not be effective or binding unless assented to in writing by an authorized representative of Company.

**1. QUOTATION** — A quotation not accepted within 30 days may be changed without notice to Customer. This quotation is for an estimated price at which the work quoted herein can be produced at today's cost. Should increases in labor or material costs occur between the dates of quotation and time of reproduction or printing, prices may be revised to reflect same unless otherwise specifically agreed to in writing.

**2. ORDERS** — Acceptance of orders is subject to credit approval and to contingencies such as fire, water, strikes, theft, vandalism, acts of God, interruption in utilities, and other causes beyond Company's control. Canceled orders require that Company be compensated for any incurred costs and related obligations.

**3. EXPERIMENTAL WORK** — Experimental or preliminary work performed at Customer's request will be billed to Customer at Company's prevailing market rates. Such work cannot be used by Customer without Company's prior written consent.

**4. CREATIVE WORK** — Sketches, copies, dummies and all other creative work developed or furnished by Company is Company's exclusive property. Company must give its written approval for all use of such work and for any derivation of ideas therefrom.

**5. ACCURACY OF SPECIFICATIONS** — Quotations are based on the expectation that the specifications provided by Customer are accurate. If, at time of submission, copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based, Company reserves the right to re-quote the job.

**6. PREPARATORY MATERIALS** — Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by Company shall at all times remain the exclusive property of Company.

**7. ELECTRONIC MANUSCRIPT OR IMAGE** — It is Customer's sole responsibility to maintain a copy of the original file. Company is not responsible for accidental damage to media supplied by Customer nor for the accuracy of furnished input or final output. Until digital input can be evaluated by Company, no claims or promises are made about the extent to which the Company can work with jobs submitted in digital format; and no liability is assumed by Company for problems that may arise in connection therewith. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be billed to Customer at Company's prevailing market rates.

**8. ALTERATIONS/CORRECTIONS** — Customer alterations include all work performed in addition to the original specifications of Customer. All such work will be billed to Customer at Company's prevailing market rates. Any press time lost or alterations/corrections made because of Customer's delay or change of mind will be billed to Customer at Company's prevailing market rates.

**9. PREPRESS PROOFS** — Company will submit prepress proofs along with an original copy for Customer's review and approval. Corrections will be returned to Company on a master set marked "O.K.", "O.K. with corrections" or "Revised proof required" and will be signed by Customer. Until Company receives the master set, no additional work will be performed. Company will not be responsible for undetected production errors if: (1) proofs are not required by Customer; (2) the work is printed per Customer's approval at press; or (3) requests for changes or alterations are communicated orally.

**10. PRESS PROOFS** — Press proofs will not be furnished unless required in writing in the quotation. A press sheet can be submitted for Customer's approval so long as Customer is present at the press during make-ready.

**11. PRESS CHECKS** — Customers are encouraged to conduct press checks. Any undetected production errors shall not be Company's responsibility if Customer is not present for the press okay.

**12. COLOR PROOFING** — Customer acknowledges and agrees that a reasonable variation in color between color proofs and the completed work is to be expected because of differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations. Accordingly, when variations of this kind occur, Customer will consider same to be acceptable performance by Company.

**13. OVER-RUNS OR UNDER-RUNS** — Over-runs or under-runs will not exceed 10 percent of the quantity ordered or the percentage agreed upon in writing. Delivery within such variation shall be considered in compliance with the order and Company will bill Customer for the actual quantity delivered. If Customer requires a guaranteed quantity, the percentage of tolerance must be specified by Customer at the time of the presentation of specifications.

**14. CUSTOMER'S PROPERTY** — Company will only maintain fire and extended coverage on property belonging to Customer while the property is in Company's possession. Company's liability for this property shall not exceed the amount recoverable from insurance. Additional insurance coverage may be obtained if it is requested in writing by Customer provided that the premiums for same are paid to Company by Customer.

**15. DELIVERY** — Proposals are based on continuous and uninterrupted delivery of the complete order. If the quotation specifies otherwise, Company will charge Customer its prevailing market rates for such specifications. Therefore, unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Company's platform. Charges for delivery of materials and supplies from Customer to Company, or from Customer's supplier to Company, are not included in quotations unless specified. Title for finished work passes to Customer upon delivery to the carrier at shipping point, or upon mailing of invoices for the finished work or its segments, whichever occurs first.

Special packing, shipping and storage not specified in quotation or agreed to in writing shall be subject to an additional charge to Customer.

**16. PRODUCTION SCHEDULES** — Production schedules will be established and followed by both Customer and the Company. In the event that production schedules are not adhered to by Customer, delivery dates will be subject to renegotiation. Company shall have no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, shortages of materials, interruption of utilities, acts of God, or other causes beyond Company's control. In such cases, production schedules will be subject to renegotiation.

**17. CUSTOMER-FURNISHED MATERIALS** — Materials furnished by Customer or its suppliers are verified by delivery tickets. Company bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by Company. These specifications will include correct weight, thickness, pick resistance and other specified technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by Customer must be usable by Company without alteration or repair. Items not meeting this requirement will be repaired or replaced by Customer or by Company at Company's prevailing market rates, as determined by Company.

**18. OUTSIDE PURCHASES** — Unless otherwise agreed in writing, all outside purchases requested or authorized by Customer shall be billed to and paid by Customer.

**19. CLAIMS/LIENS** — Payment is net cash 10 calendar days from date of invoice. Claims for defects, damages or shortages must be made in writing by Customer no later than 10 calendar days after delivery, otherwise such claims shall be waived by Customer for any and all purposes. Customer shall afford Company prompt and reasonable opportunity to inspect the work as to which any claim is made. If no such claim is made, Customer acknowledges and agrees that the work has been accepted by Customer. Further, any work used or manipulated by Customer shall be deemed accepted by Customer. By accepting the work, Customer acknowledges and agrees that the Company has satisfied and discharged its obligations to Customer under this agreement.

As security for payment of any sum due hereunder, Company has the right to hold and place a lien on all Customer property in Company's possession until all sums due Company are paid. Such lien shall be governed by the provisions of Chapter 9 of the Texas Business and Commerce Code. This right applies even if credit has been extended, notes have been accepted or trade acceptances have been made. If payment is not made when due, Customer shall be liable for the maximum legal rate of interest chargeable on the amount due as well as for all collection costs incurred by Company, including attorney's fees and expenses.

## 20. WARRANTY-LIABILITY

**1. LIMITED WARRANTY.** COMPANY WARRANTS THAT THE GOODS WILL CONFORM TO CUSTOMER'S WRITTEN SPECIFICATIONS AS PROVIDED TO COMPANY AT THE TIME OF EACH ORDER. COMPANY EXPRESSLY LIMITS ITS OBLIGATION AND LIABILITY UNDER THIS WARRANTY TO EITHER, AT COMPANY'S SOLE OPTION, REPLACEMENT OF THE DEFECTIVE GOODS OR GRANTING CUSTOMER A CREDIT IN THE AMOUNT PAID FOR THE DEFECTIVE GOODS. IF REQUESTED BY COMPANY, GOODS FOR WHICH A WARRANTY CLAIM IS MADE WILL BE RETURNED TO COMPANY, TRANSPORTATION PREPAID.

**2. DISCLAIMER OF WARRANTY.** COMPANY EXPRESSLY LIMITS ITS WARRANTY TO THE TERMS SET FORTH ABOVE AND HEREBY EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**3. EXCLUSIVE REMEDY.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY SET FORTH ABOVE SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER HEREUNDER.

**4. LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COMPANY'S LIABILITY TO CUSTOMER EXCEED THE COST OF THE GOODS FURNISHED IN ACCORDANCE WITH THIS LIMITED WARRANTY. IN NO EVENT SHALL THE COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

**21. INDEMNIFICATION** — CUSTOMER AGREES TO DEFEND AND HOLD COMPANY HARMLESS AND INDEMNIFY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT COMPANY MAY HEREAFTER SUFFER OR INCUR IN CONNECTION WITH, RELATED TO, OR IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISING FROM THE WORK PERFORMED PURSUANT HERETO OR THIS QUOTATION, INCLUDING, WITHOUT LIMITATION, FOR INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS RESULTING FROM CUSTOMER'S USE OF THE GOODS SOLD TO CUSTOMER BY COMPANY, WITHOUT REGARD TO THE ACTS OR OMISSIONS OR NEGLIGENCE (ORDINARY OR OTHERWISE) OF COMPANY. IN CONNECTION WITH CUSTOMER'S DEFENSE OF COMPANY PURSUANT TO THIS SECTION 21, COMPANY SHALL (i) PROMPTLY NOTIFY CUSTOMER OF THE LEGAL CLAIM OR SUIT AND (ii) GIVE CUSTOMER REASONABLE TIME TO UNDERTAKE AND CONDUCT A DEFENSE.

**22. CUSTOMER REPRESENTATIONS AND WARRANTIES** — Customer represents and warrants that the subject matter to be printed is not copyrighted by a third party. Customer recognizes that, because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Customer further represents and warrants that no copyright notice has been removed from any materials used in preparing or reproducing the work or any part thereof. Customer represents and warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. Company reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous, improper or infringing upon copy right, trademark or other proprietary law.

**23. STORAGE** — Company will retain intermediate materials until the related end product has been accepted by Customer. If requested in writing by Customer, intermediate materials will be stored for an additional period of time at Customer's sole cost and expense. Company is not liable for any loss or damage to stored material beyond what is recoverable by Company's fire and extended insurance coverage.

**24. TAXES** — All amounts due for taxes and assessments will be added to Customer's invoice and are the sole responsibility of Customer. No tax exemption will be granted unless Customer's exemption certificate (or other official proof of exemption) accompanies Customer's purchase order. If, after Customer has paid the invoice, it is determined that more tax is due, then Customer must promptly remit the required taxes to the taxing authority, or immediately reimburse Company for any additional taxes paid, provided, however, that Company shall in no way be obligated to pay any such additional taxes.

**25. TELECOMMUNICATIONS** — Unless otherwise agreed, Customer will pay for all transmission charges. Company shall not be responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

**26. WAIVER OF CONSUMER RIGHTS** — TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT, TEXAS BUSINESS & COMMERCE CODE § 17.41 ET SEQ.

**27. MISCELLANEOUS** — The provisions of this quotation and the terms and conditions of sale shall comprise the full and entire agreement between Company and Customer. Such agreement may not be changed, modified, or altered except by a subsequent agreement in writing executed by an authorized officer of Company. Customer acknowledges that no representations contrary to or in addition to those contained herein have been made. The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph contained herein. The validity, performance and all matters relating to this agreement shall be governed by the laws of the State of Texas without regard to principles of conflicts of law thereof. The agreement shall be performed in Bexar County, Texas and venue shall lie exclusively in the state courts of Bexar County, Texas.