

Application for Business Credit

Art Bookbinders of America, Inc.

Based on the following data, we hereby apply to Art Bookbinders of America for credit accommodations. All of the information submitted is true and correct, to the best of our knowledge.

451 N. Claremont Ave Chicago, IL 60612-1440
Phone (312) 226-4100 Fax (312) 226-7560

Please print or type
(Incomplete application may delay credit investigation)

Name of Firm	Type of Business
Address	Phone ()
City/State/Zip	FAX ()
Please check one: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Date business commenced Annual gross sales \$ Credit limit requested \$
Important: Attach most recent financial statement if credit limit requested is \$5000 or more, or if in business less than two years.	
Has this firm or any principals, themselves, or through association with another firm, ever been involved in bankruptcy or any other insolvency proceedings? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach letter of explanation.	
Is this firm Non-Taxable? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach Certificate of Resale.	

Names of Principals	Address	City/State	Title

Please list your 4 principal trade references:

Name	Address	Phone	FAX	Account#

Bank: _____

Applicant and Guarantor(s) agree to the terms and conditions following on the reverse side and incorporated in all signed addendums attached hereto: Sales by Art Bookbinders of America shall be based solely on these terms and conditions; all terms of payment are net due 30 days from date of invoice; interest on all unpaid invoices and balances past due shall be charged at the rate of 1.5% per month (18% per annum) or the maximum allowed by law, whichever is greater; all accounts not paid when due may be reported to Credit Reporting Services; Applicant and Guarantor(s) in addition to the principal balance due, shall be liable for all costs of collection including but not limited to agency and attorney's fees and court costs; Applicant and Guarantor(s) authorize Art Bookbinders of America to contact the above references for relevant credit information.

Date _____

Individual Applicant / Guarantor

(Sign here in ink please)

Social Sec Nbr

(Required if in business less than 2 years)

Company Authorization

(Authorizing Officer sign here in ink please)

Title

920501

TERMS AND CONDITIONS

1. **ART BOOKBINDERS OF AMERICA (SELLER)** hereby gives notice of its objection to any different or additional terms and conditions. This offer to sell is expressly conditional on Buyer's assent to the terms and conditions on the front and back of this form and on approval of Buyer's credit worthiness. If not previously given, Buyer's receipt of goods is conclusive as to this assent. Unless different or additional terms and conditions shall be exclusive as to the particular subject covered, the terms and conditions stated below apply, and such terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties
2. **Shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be liable for failure to perform or delay in performance due to any cause beyond its reasonable control, fire, flood, strike or other labor difficulty, act of God, act of governmental authority or of the Buyer, transportation difficulty, delays in usual sources of supply, and major changes in economic conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.**
3. **If the goods sold are the products of manufacturers other than Seller, Seller makes no warranty, expressed or implied, concerning such goods. As respects Seller, such goods are sold with all faults, but Seller shall use its best reasonable efforts to obtain from the manufacturer, in accordance with such manufacturer's customary practices, the repair or replacement of any goods as may prove defective in workmanship or material. Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Buyer of any claim of patent infringement with respect to any goods sold hereunder, use its best efforts to secure for the Buyer such indemnity rights as the manufacturer may customarily give with respect to such goods.**
4. **The foregoing warranties are exclusive and in lieu of all other warranties whether statutory, expressed, or implied (including all warranties of merchantability and fitness for particular purpose and all warranties arising from course of dealing or usage of trade), except patent infringement. The remedies provided above are the Buyer's sole remedies for any failure of Seller to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Seller whether the claims of the Buyer are based in contract, in tort (including negligence or strict liability), or otherwise with respect to arising out of the goods of service furnished hereunder.**
5. **If in Seller's judgment, the financial condition of the Buyer at any time does not justify the terms of payment specified, Seller reserves the right to require full payment in cash before order entry, manufacture, shipment, or delivery.**
6. **This order may be canceled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.**
7. **Payment is due within 30 days from date of invoice. A service charge of 1-1/2% monthly will be charged on the unpaid balance.**
8. **No sales representative of Seller has authority to alter, vary, or waive any of the standard terms and conditions herein.**
9. **Buyer agrees that any claim of any kind by Buyer based on or arising out of this contract or otherwise shall be barred unless asserted by Buyer by the commencement of an action within 12 months after the delivery of the products or other event, action, or inaction to which such claim relates. This provision shall survive any termination of this contract, however arising.**
10. **In the event Buyer defaults in payment, Buyer shall be liable for all collection costs incurred by Seller including, but not limited to, attorney and collection agency fees.**
11. **In the event Buyer does not pay when due, past due amounts are subject to service charge of 1-1/2 percent per month or maximum permitted by law.**
12. **In the event of litigation pertaining to any matter covered by this contract, Buyer hereby agrees to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation.**
13. **Nothing contained herein shall be construed to limit or waive any rights of Seller under applicable Federal, state, or local laws.**
14. **In the event of transfer to a third party of any goods or interest therein, Buyer shall at its option, either (i) obtain for Seller written assurance from transferee that Seller's and its subcontractor's and supplier's protection against liability following the transfer is the equal of that provided by this contract, or (ii) indemnify them against any liability they may incur in excess of that which they would have incurred and Buyer obtained the above assurance from the transferee.**

Art Bookbinders of America, Inc.

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Chicago, IL 60612-1411
(312) 226-4100 Fax (312) 226-7560

Guaranty

The undersigned being an Officer, director, stockholder or other authorized person or agent of the credit applicant, in consideration of the extension of credit and the sale and delivery by Art Bookbinders of America, Inc. of merchandise to the applicant, on such terms and conditions as Art Bookbinders of America, Inc. may from time to time extend to the applicant, does hereby guaranty (jointly and severally, if more than one) absolutely and unconditionally to Art Bookbinders of America, Inc. The prompt payment of any and all amounts, monies or sums now due or which may hereafter become due as a result of the extension of credit or the sale of merchandise and material or upon any other indebtedness of applicant to Art Bookbinders of America, Inc. whether for merchandise or material, or other indebtedness, or is evidenced by any note, trade acceptance or open book account, without necessity or recourse first to applicant. The undersigned agrees to pay all costs of collection, including reasonable attorney fees.

Applicant does hereby authorize irrevocably, any attorney of any Court of Record to appear for the applicant in such Court, during term, time or vacation, at any time hereafter and to confess judgment, without process, against the Applicant in favor of Art Bookbinders of America, Inc. for such amounts as may appear to be due and unpaid upon the applicant's account together with interest, costs of collection and reasonable attorney fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do virtue thereof.

Date _____

GUARANTOR(S)

