

BJ BINDERY

833 South Grand Avenue. Santa Ana, California 92705

Tel: (714) 835-7342 Fax: (714) 835-1663

CUSTOMER PROFILE & AGREEMENT OF TERMS AND CONDITIONS

ABOUT YOUR COMPANY:

NAME _____ PHONE #: _____ FAX #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUSINESS TYPE: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION:

STATE OF: _____

YEARS IN BUSINESS _____

PLEASE LIST ANY OTHER OWNERS OR CORPORATE OFFICERS:

NAME & TITLE: _____ HOME ADDRESS: _____

S.S. # _____ DRIVERS LIC. # _____

NAME & TITLE: _____ HOME ADDRESS: _____

S.S. # _____ DRIVERS LIC. # _____

NAME & TITLE: _____ HOME ADDRESS: _____

S.S. # _____ DRIVERS LIC. # _____

PERSON TO CONTACT REGARDING PURCHASE ORDERS AND INVOICE PAYMENTS:

NAME: _____ TITLE: _____

PHONE #: _____ FAX #: _____

PLEASE PROVIDE 2 BANK REFERENCES:

BANK NAME & ADDRESS: _____

ACCOUNT #. _____ CONTACT AND PHONE # _____

BANK NAME & ADDRESS: _____

ACCOUNT #. _____ CONTACT AND PHONE # _____

PLEASE PROVIDE 3 TRADE REFERENCES (GIVE COMPANY NAME, ADDRESS, CONTACT, AND PHONE #)

1) _____

2) _____

3) _____

PLEASE READ AND SIGN BELOW: The undersigned certifies that the above information is true and correct, and agrees to pay for all services purchased in compliance with the TERMS AND CONDITIONS (on the reverse side). Should default be made in payment when due, the undersigned agrees to pay unpaid sums together with actual attorney's fees and all costs that BJ Bindery may incur in the enforcement of the obligation. Both Seller and Buyer agree that Orange County, CA. has proper jurisdiction over any and all litigation.

Signature _____ Title _____ Date _____

GENERAL PARTNER OR AUTHORIZED OFFICER.

Signature _____ Title _____ Date _____

PLEASE READ AND UNDERSTAND THE TERMS AND CONDITIONS
(ON REVERSE SIDE) BEFORE SIGNING THIS DOCUMENT.

TERMS AND CONDITIONS

1) QUOTATION - UNLESS OTHERWISE STATED, A QUOTATIONS IS AN OFFER SUBJECT TO ACCEPTANCE FOR (30) DAYS. AFTER (30) DAYS AND UNTIL ACCEPTANCE IS RECEIVED, THE QUOTATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL QUOTATIONS ARE BASED ON WORK PERFORMED ON A STRAIGHT TIME BASIS. ANY WORK OR DELIVERIES REQUIRING OVERTIME SHALL BE BILLED AT OVERTIME RATES. ANY DOWN TIME CAUSED BY CUSTOMERS DELAYS SHALL BE BILLED AT REGULAR RATES. ANY ADDITIONAL WORK REQUESTER OR REQUIRED BY THE CUSTOMER SUCH AS, BUT NOT LIMITED TO EXTRA MAKE READY, EXTRA MATERIAL HANDLING AND RESCHEDULED PROBLEMS SHALL BE BILLED AT REGULAR RATES.

2) QUANTITIES - A QUOTATION COVERS ONLY SPECIFIED QUANTITY STATED TO BE BOUND OR COMPLETE AS IN THE NITIAL ORDER. IF THE CUSTOMER CALLS FOR A PARTIAL ORDER FILL OR NON PRODUCTION OFFICE COPIES, THE ADDITIONAL COSTS WILL BE ADDED TO THE QUOTED PRICE.

3) AGREEMENTS - THE CUSTOMER SHALL FURNISH WRITTEN WORK ORDERS / PURCHASE ORDER, RULE UP SHEET, AND A LIVE SAMPLE WITH THE ORDER. NO VERBAL AGREEMENT OR REPRESENTATION SHALL BE BINDING UNLESS CONFIRMED IN WRITING. IN THE EVENT THE THE RULE UP SHEETS AND SAMPLES ARE NOT PROVIDED, THE CUSTOMER ASSUMES ALL RESPONSIBILITY IN THE EVENT OF AN ERROR.

4) RUSH JOBS - GIVEN SUFFICIENT TIME TO DO A PROPER JOB, WE STAND BEHIND EVERYTHING THAT WE DO. HOWEVER ON RUSH JOBS, WE DO NOT ACCEPT RESPONSIBILITY FOR MARKS, SCRATCHES, ETC.

5) RUSH JOB CANCELLATIONS - IN THE EVENT OF A CANCELLATION OF A RUSH JOB SCHEDULED FOR A SATURDAY, SUNDAY, OR HOLIDAY; THE CUSTOMER SHALL BE BILLED FOR ANY PREPARATION AND/ OR MATERIAL ALREADY ORDERED OR CONSUMED BEFORE THE SAID CANCELLATION. THE MINIMUM SETUP CHARGE WILL BE A MINIMUM OF (4) HOURS PER EACH EMPLOYEES TIME.

6) DELAYS, COMPLETION & SHIPPING DATES - COMPLETION AND SHIPPING DATES ARE APPROXIMATE AND ARE NOT GUARANTEED. BJBINDERY SHALL NOT BE LIABLE FOR ANY DELAYS UNLESS A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES IS MADE IN ADVANCE.

7) MATERIAL - PRINTED SHEETS SHALL BE FURNISHED TO BJBINDERY PROPERLY JOGGED, SECURELY WRAPPED OF SKIDDED AND OTHERWISE PROTECTED AGAINST DAMAGE WHICH COULD PREVENT EFFICIENT BNDERY PRODUCTION. (GUIDE AND GRIPPERS EDGES SHOULD BE PROPERLY MARKED).

8) CASES, WRAPPERS, SKIDS, PALLETS, ETC. - UNLESS A SEPARATE AGREEMENT IS ENTERED INTO BETWEEN BJBINDERY AND A CUSTOMER, ALL CASES, BOXES, WRAPPERS, SKIDS AND ALL OTHER PACKAGING MATERIALS RECEIVED FROM THE CUSTOMER IN CONNECTION WITH THE WORK TO BE PERFORMED BECOMES THE PROPERTY OF BJBINDERY. OTHERWISE A SEPARATE CHARGE WILL BE MADE BY BJBINDERY FOR ADDITIONAL EXPENSES INCURRED FOR THE REPLACEMENT, RETURN, OR DELIVERIES OF SUCH MATERIALS.

9) DELIVERY - PRICES ARE QUOTED "F.O.B." BJBINDERY PLANT UNLESS OTHERWISE AGREED TO. ANY ADDITIONAL HANDLING OR SHIPPING CHARGES WILL BE BILLED TO THE CUSTOMER.

10) OVERRUNS - OVERRUNS AND UNDER-RUNS ARE NOT EXCEED TEN (10) PERCENT OF BOUND OR PRINTED SHEETS. THIS SHALL CONSTITUTE AN ACCEPTABLE DELIVERY UNLESS OTHERWISE AGREED. THE CUSTOMER MUST SPECIFY AT THE TIME OF DELIVERY THE ANY EXCESS OR OVERRUNS ARE TO BE SAVED.

11) COUNTS - BJBINDERY MAKES NO HAND COUNT ON RECEIPT OF PRINTED MATERIAL, UNLESS A DISTINCT AGREEMENT IS MADE FOR WHICH SERVICE AND EXTRA CHARGES WILL BE MADE. THE BASIS OF THE COUNT SHOULD BE THE FOLDING, GATHERING, OR ANY OTHER MACHINE COUNTS RECORDED IMMEDIATE FOLLOWING PRODUCTION OF MATERIAL. BJBINDERY IS NOT RESPONSIBLE FOR ANY CUSTOMER SHORTAGES. CUSTOMER SHOULD PROVIDE OVERAGE OF 5 TO 15 PERCENT, DEPENDING ON THE DIFFICULTY OF THE JOB, FOR SET UP AND MACHINE LOSSES.

DELIVERY AND INVOICE DATE. BJ BINDERY RESERVES THE RIGHT TO BILL ANY PART OF THE ORDER WHICH HAS BEEN COMPLETED.

13) ARBITRATION - ALL CLAIMS, DEMANDS, DISPUTES, DIFFERENCES OR CONTROVERSIES AND/OR MISUNDERSTANDINGS ARISING UNDER, OUT OF, OR IN CONNECTION WITH OR RELATION TO ANY AGREEMENT ENTERED BETWEEN BJ BINDERY AND CUSTOMER, SHALL BE SUBMITTED TO AND BE DETERMINED BY ARBITRATION BEFORE THE PROPER PARTIES OF PRINTING INDUSTRIES ASSOCIATION INC., OF SOUTHERN CALIFORNIA AND THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY'S FEES AND COSTS.

14) INDEMNIFICATION - THE CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BJ BINDERY FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSE AND DAMAGES ARISING OUT OF OR A RESULT OF ANY CLAIMS, DEMANDS, ACTIONS AND/OR PROCEEDINGS THAT MAY BE INSTITUTED AGAINST BJ BINDERY BY ANY THIRD PARTY, BE IT CUSTOMERS, VENDORS, CLIENTS OR ANY OTHER PARTIES. SAID INDEMNIFICATION SHALL ALSO EXTEND TO ANY ALLEGATIONS THAT THE WORK PERFORMED BY BJ BINDERY VIOLATES ANY COPYRIGHT AND/OR PROPRIETY RIGHTS OF ANY PERSON OR ENTITY OR THAT THE WORK CONTAINS ANY MATERIAL THAT IS LIBELOUS OR SCANDALOUS OR INVADES ANY PERSONS RIGHT TO PRIVACY OR OTHER PERSONAL RIGHTS. THE CUSTOMER AGREES, AT THE CUSTOMERS OWN EXPENSE, TO PROMPTLY DEFEND AND CONTINUE TO DEFEND BJ BINDERY AGAINST ANY CLAIMS, DEMANDS, ACTIONS OR PROCEEDINGS THAT MAY BE BROUGHT AGAINST BJ BINDERY. BJ BINDERY AGREES THAT UPON NOTIFICATION OF ANY SUIT OR CLAIM, IT SHALL PROMPTLY GIVE THE CUSTOMER NOTICE OF ANY SUCH CLAIMS MADE AGAINST IT WITHIN A REASONABLE PERIOD OF TIME TO ALLOW THE CUSTOMER TO UNDERTAKE AND CONTINUE THE DEFENSE THEREOF.

15) LIABILITY - IN NO EVENT SHALL BJ BINDERY BE LIABLE TO THE CUSTOMER, OR ANY OTHER PARTY FOR LOSS OR PROFIT, LOSS OF USE, LABOR OR MATERIAL

16) CLAIMS - ANY CLAIMS FOR DAMAGE AGAINST BJ BINDERY BASED UPON ANY WORK PERFORMED PURSUANT TO THIS CONTRACT MUST BE MADE BY THE CUSTOMER IN WRITTEN FORM, WITHIN A PERIOD OF THIRTY (30) DAYS AFTER THE DATE OF DELIVERY OF SUCH WORK. THE FAILURE TO MAKE ANY SUCH WRITTEN CLAIM WITHIN THE SAID THIRTY (30) DAYS SHALL CONSTITUTE A WAIVER OF ANY RIGHTS IT MAY HAVE TO DENY THAT THE WORK PERFORMED BY BJ BINDERY FULLY COMPLIES WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS OF THIS INVOICE.

Signature _____ Title _____ Date _____