

### 652 Southwestern Blvd. • P.O. Box 506 • Coppell, TX 75019 • (972) 462-0100 • (800) 527-2878 CREDIT APPLICATION AND PURCHASE AGREEMENT

		Accour	nt Number:
**Corporate Nan	ne:		
D/B/A:			
**Street Address	:		
Mailing Address:			
**Telephone Number:		Fax Number:	
**AP Email:			Email invoices: YES / NO
**Date Business	Began:	Number of Employees:	
**This Business If Corporation:	1 1	Partnership Corporation LLC **State of Incorporation:	Approx. # of shoreholders:
Subsidiary of: _		**State of incorporation:	Approx. # of shareholders:
Charter#:	FEIN#:	DUNS#:	ASI#:
	THE OWNER OR, IF CORP	ORATION, THE OFFICERS ARE	(CIRCLE ONE)
	<b>OWNER / PRESIDENT</b>	OWNER / VICE PRESIDENT	OWNER / TREASURER
**NAME			
HOME ADDRESS			
HOME TELEPHONE			
DRIVERS			
LICENSE #			
SOCIAL SECURITY #			
SECUKITI #			

#### PAYMENT METHOD: Pages 1-3 are required for all customer accounts.

\_\_\_\_\_We will pay in advance for each order. NO credit check needed. No credit is herein requested.

You will bill us OPEN ACCOUNT and ship to us or drop ship to our customers under our label.

Line of credit requested:

Please complete all forms in entirety. Terms cannot be considered without a complete application.

Please attach a copy of your sales and use tax exemption certificate

**\*\*Denotes required field** 

## **TERMS AND CONDITIONS**

1. This Credit Application and Purchase Agreement is entered into and performable in Dallas County, Texas. All orders to be placed and all amounts due for goods and services from TST/IMPRESO, INC. are payable to P.O. Box 202777, Dallas, Texas 75320-2777. TST/IMPRESO, Inc. is authorized by Customer to make any and all credit inquiries of Customer.

2. ORDERS: Orders entered cannot be cancelled, except upon terms that will compensate TST/IMPRESO, Inc. against loss.All orders should be placed via fax, email or online at TSTIMPRESO.COM. Phone orders will be accepted but will require written confirmation prior to shipping/pick-up as an acknowledgment of verbal order placement.

**3. ORDER ENTRY:** Orders can be placed via email (orders@tstimpreso.com), phone (1-800-527-2878), fax (1-800-562-5359), our TSTIMPRE-SO.COM online portal (requires UN and PW setup), or via EDI. Prior to shipment, all phone orders will also require that a purchase order be either emailed, faxed, etc.., or that TST's order confirmation be approved (signed or initialed) by the customer and returned to TST Customer Service, as an acknowledgement of the order phoned in.

4. MINIMUM ORDER: \$150.00 of Product (excluding freight and any other incremental charges). All orders under \$150.00 will be accessed a \$15.00 pick/pack/ship charge.

5. **PRICING:** All prices quoted by TST are net prices and subject to change without notice. Dealers should contact TST/IMPRESO for their current price list. All Special Price Quotes (SPQ's) should be requested through a TST Regional Sales Manager or from your TST Customer Service Specialist. Quotations over 30 days are subject to review before acceptance and available for extensions given no changes in the market. A quotation is not an extension of credit.

#### 6. **REMITTANCE:**

#### **Credit Card Payments:**

TSTIMRESO accepts payment via MasterCard, VISA and American Express. Discounts are not allowed with Credit Card payments. Please be advised that as of June 1, 2024, all invoice payments via Credit Card will be assessed a minimum 3% transaction fee. This is necessary to offset the costs associated with processing credit card processing fees. Thank you for your understanding.

#### **ACH Payments:**

TSTIMRESO accepts payment via ACH. There is no additional transaction fee for payments via ACH bank transfer.

Bank nameWELLS FARGO BANKRouting number121000248Account number4122006166Check Remittance:

Mail check remmittance to: P.O. Box 202777, Dallas, TX 75230.

7. **FREIGHT/SHIPPING:** Prices are FOB TST/IMPRESO distribution points unless otherwise specified. Carrier Selection is at the sole discretion of TST/IMPRESO. Freight rates are not guaranteed. Unless approved prior to delivery, additional charges will apply to the following, but not limited to Residential, Limited Access and Inside deliveries as well as services such as Sort & Segregate, Stacking, Lift Gate and Pallet Jack. Price quoted is for a single shipment, without storage from a TST/IMPRESO, Inc. manufacturing plant or warehouse. Special priority pickup or delivery service will be provided at current rate. Title for furnished work shall pass to the Customer upon delivery to carrier at shipping point, or upon mailing of invoices for finished work, whichever occurs first.

8. ALL SPECIAL ORDERS OR CUSTOM RUNS: will require customer signature on New Item Production Specification form. Customer shall have 72 hours from the date the order is received by TST/IMPRESO, Inc. within which to make any corrections, additions, or deletions in writing to the specifications recited in any acknowledgments. If not notified of any modifications, TST/IMPRESO, Inc. shall be free from any liability or responsibility to Customer for having prepared any order in accordance with said specification. Custom make items have a no return policy, unless there is a determinable quality issue with respect to workmanship or performance.

9. **OVERRUNS OR UNDERRUNS:** TST/IMPRESO will make every effort to produce the quantity listed on special orders but reserves the right to exercise the industry standard custom run of 10% over/under policy.

10. PRODUCTION SCHEDULES: Production schedules will be established and maintained by TST/IMPRESO, Inc. TST/IMPRESO, Inc. will do all possible to meet Customer's requested shipping date, but is not liable for damages if scheduling date is missed. TST/IMPRESO, Inc. will not be held liable for any delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority, and acts of God or other causes beyond the control of TST/IMPRESO, Inc.

11. CONDITION OF COPY: Typesetting costs are based on the receipt of original copy or manuscript copy clearly typed or hand lettered. Condition of copy that deviates from this is subject to re-estimating and/or pricing review by TST/IMPRESO, Inc. at time of submission of copy with order.

**12. PRINTING:** Register of any printing or carbons on any orders will be held to a tolerance of 1/12+. TST/IMPRESO, Inc.'s standard color inks will be used on all orders unless indicated otherwise. If TST/IMPRESO, Inc. is to match any particular color of ink requested by Customer, TST/IMPRESO, Inc. does not guarantee absolute match.

**13. PREPARATORY MATERIALS:** Artwork, type, plates, cuts, negatives, positives, and other items supplied by TST/IMPRESO, Inc. shall remain the property of TST/IMPRESO, Inc.

14. ALTERATIONS: Alterations represent work performed in addition to the original furnished specifications. Any additional work will be charged at current rate.

(Initial)

## **TERMS AND CONDITIONS**

**15. PROOFS:** Proofs will be returned with the original copy. Corrections are to be made on proof copy and returned marked "O.K." or "O.K. with corrections" and signed by the Customer. If revised proofs are desired, requests must be made when proofs are returned. TST/IMPRESO, Inc. regrets any errors that may occur through typesetting, but will not be held responsible for errors. If the work is printed per Customer's okay, or if changes are communicated verbally, TST/IMPRESO, Inc. will not be responsible for errors if the Customer has not returned proofs marked "O.K." or "O.K. with corrections and clearly indicated same.

16. CUSTOMER FURNISHED MATERIALS: Paper stock, camera copy, negatives, color separations, inks, and other Customer furnished materials shall be manufactured, packed and delivered to TST/IMPRESO, Inc.'s specifications. Additional cost due to delay or impaired production caused by Customer furnished materials will be charged to the Customer.

17. STANDARD INVOICE TERMS: Past due after 30 days. No shipments made to past due accounts. All accounts not paid by the 30th day following the date of invoice shall be considered thereafter to be past due. Eighteen percent (18%) interest per annum shall be charged on past due accounts. If the specified interest is higher than the rate permitted by law of the state of Customer's business address herein, the interest rate is hereby decreased to the legal maximum. TST/IMPRESO, Inc. reserves the right to vary the terms, conditions and limits of a Customer's open account without notice. Discount not allowed on freight charges. Discount not allowed on current items when account has other delinquent items.

18. Customer authorizes TST/IMPRESO, Inc., at its discretion, to obtain personal credit reports on individuals listed in this credit application and purchase agreement.

19. Customer agrees that any partial payments tendered with accord and satisfaction endorsements on Customer checks are invalid. All such checks sent by Customer to TST/Impreso, Inc. shall be deposited with preservation of all rights of TST/Impreso, Inc. against the Customer.

20. COLLECTION OF ACCOUNT: Customer agrees to pay for all costs of collection such as NSF fees, attorney's fees and court costs incurred on all past due amounts.

21. For any invoice disputes, contact your Customer Service Specialist for a formal inquiry. If the dispute warrants an adjustment, a Credit Authorization form will be completed, and a corresponding Credit number will be provided for submission with payment. Deductions taken without prior authorization will be charged back to dealer account. All disputes must be requested for inquiry within 30 days of invoice.

22. CLAIMS: Title of goods is passed to purchaser upon transfer of the Bill of Lading to the carrier (when product leaves TST dock). The recipient customer must note on the delivery receipt any shortages or damages at the time of delivery, including concealed damage, as specified on each shipping carton. TST will not make any adjustments or accept any claims without delivery receipt verification, and if not provided, any disputes are exclusively between TST Dealer and the receiving customer. It is the customer's responsibility to initiate any claim against the carrier, when the customer has selected the carrier.

**23. RETURNS:** Products may not be returned without authorization from TST/IMPRESO. All returns must reference a Return Authorization number (RA). All claims must be made in writing within 60 days after shipment, including but not limited to, any type of defect, damage or shortage. No returns will be accepted on customer or special make items, unless it is a manufacturer's defect. A 20% inspection and restocking charge will be applied against your account for the total value of the returned merchandise. Customer is responsible for all freight on both outgoing and return. Failure to make a claim within the stated period shall constitute irrevocable acceptance and admission that the goods fully comply with the terms, conditions and specifications. Once an RA has been provided, product must be returned within 14 days or is subject to being closed.

24. LIABILITY: TST/IMPRESO, Inc.'s liability shall be limited to the stated cost per thousand of any defective goods. Liability shall not exceed the actual cost for replacement of goods originally manufactured by TST/IMPRESO, Inc. and shall in no event include special or consequential damages, nor profits or profits lost.

25. CUSTOMER'S INDEMNIFICATION: The Customer shall indemnify and hold harmless TST/IMPRESO, Inc. from any and all losses and costs for any claims or proceedings that are instituted against TST/IMPRESO, Inc. on grounds alleging that printing violates any copyright, or any proprietary interest or invades any personal rights. The Customer agrees to, at his expense, defend and continue the defense of any such claim that may be brought against TST/IMPRESO, Inc.

26. SECURITY INTEREST: As security for payment of any sum due or to become due, TST/IMPRESO, Inc. shall have the right to retain possession of and shall have a lien on all Customers property in possession of TST/IMPRESO, Inc. including work in process and finished work. The extension of Credit, trade acceptances, and guarantee of payment shall not affect such security interest and lien.

#### EXCLUSION OF WARRANTIES: THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT BE APPLIED TO THE GOODS SOLD. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF. ALL ADVERTISED PRICES, QUOTES, AND INVOICES ARE MADE PAYABLE IN U.S. CURRENCY (DOLLARS).

Agreed to By:	
	(Principles Signature)
	(Printed Name)
Title:	Date:

Please consider this legal authorization to release requested reference information to:

## **TSTIMPRESO**

652 Southwestern Blvd. • P.O. Box 506 • Coppell, TX 75019 • (972) 462-0100 • (800) 527-2878

### **Trade References**

Company Name	Account Number	
Phone	Fax	
Address		
Company Name	Account Number	
Phone	Fax	
A ddmaga		
Company Name	Account Number	
Phone	Fax	
A 11		
	Bank Reference	
Bank Name:		
	Fax:	
Account Number:	Officer To Contact:	
Signature:		
Name:		
Firm:		
Street Address:		
City:		Zip:
Telephone:	Facsimile:	

## All references must be completed in entirety

#### TO FACILITATE YOUR APPLICATION FOR CREDIT, PLEASE SIGN THE PERSONAL GUARANTY BELOW.

WHEREAS, the customer ("Debtor") named in the credit agreement, is now or may from time to time become indebted to TST/IMPRESO, Inc. ("Creditor"). Therefore, for valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the undersigned (hereinafter, whether one or more, call "Guarantor(s)"), jointly and severally hereby unconditionally guarantee to Creditor the prompt payment, at maturity, of any and all indebtedness or other liability, fixed or contingent, direct or indirect, which Debtor may now or at any time hereafter owe to Creditor, together with interest and collection costs as may be provided in any instrument evidencing any such indebtedness or other liability, regardless of whether such indebtedness, including that arising under successive transactions which shall either continue the indebtedness or, from time to time, renew it after it has been satisfied. This Guaranty shall not apply to any indebtedness created after actual receipt by TST/IMPRESO, Inc. at its national headquarters or by certified mail, return receipt requested written notice of it revocation as to future transactions.

Guarantor(s) expressly waive diligence on the part of the Creditor against the principal Debtor in the collection of any and all said indebtedness; protest, notice and all extension that may be granted to the Debtor. Creditor is not obligated to notify Guarantor(s) of this guaranty acceptance, of any advances made, credit extended, the failure of Debtor to pay indebtedness as it matures, to use diligence in preserving the liability of any person on said indebtedness or other liability, to used diligence in bringing suit to enforce collection of the debt due under the Guaranty and Guarantor(s) further agree to pay all reasonable attendant collection costs should this Guaranty be placed for collection.

Should the status of the Debtor change, this Guaranty shall continue and also cover the indebtedness of the Debtor under the new status, according to the terms hereof guaranteeing the indebtedness of the original Debtor.

This is a continuing Guaranty, and shall apply to and over the indebtedness and renewals thereof above mentioned or described. The Guarantor(s) may give to Creditor written notice that the Guarantor or Guarantors giving such notice will not be liable hereunder for and indebtedness incurring after giving of such notice, remain and continue as if such Guarantor(s) has been the only Guarantor(s) signing this instrument. The notice above is not considered as given until actually received and acknowledged in writing by an authorized agent of Creditor. In the event of a death of any Guarantor hereunder, the obligation of the deceased shall continue in full force and effect against his estate as to all indebtedness which shall have been created or incurred by the Debtor prior to the time when Creditor shall have received notice, in writing, of such death; and this Guaranty shall from the date of such death continue in full force as to all indebtedness created, incurred or arising after such death, as a Guaranty by the surviving Guarantor(s).

Credit shall not be required to pursue any other remedies before invoking the benefits of this Guaranty, and especially it shall not be required to exhaust its remedies against endorsers, collateral or other security and Creditor may apply any fund, payment, collections by any process of law to otherwise, or in other collateral of the debtor to the satisfaction of any indebtedness of Debtor to Creditor without impairing the character of liability herein assumed and without in any way lessening or reducing the same in amount.

In the event of any proceedings by Debtor for a composition or extension of reorganization under any provisions of the Federal Bankruptcy Act, the undersigned, as Guarantor(s), expressly waives the extension of the obligation of this Guaranty under any provisions of the Bankruptcy Act, and hereby agrees that TST/IMPRESO, Inc. as Creditor may proceed immediately to collect any amounts due under the terms of this Guaranty. Any payments made on the indebtedness hereby guaranteed and which TST/IMPRESO, Inc. may thereafter be required to refund as a preference under any Federal or State law shall not be considered as payment on said indebtedness nor shall it have the effect of reducing the liability to the Guarantor(s) under this Guaranty.

Creditor may assign its rights hereunder in whole or in part, and upon such assignment all the terms and provisions of this Guaranty shall inure to the benefit of such assignee, to the extent so assigned.

Creditor is relying and is entitled to rely upon each and all of the provisions of this Guaranty, and accordingly in any provision or provisions of this instrument should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect.

Each Guarantor agrees that Creditor, in its discretion, may (i) bring suit against the Guarantor(s) jointly and severally or against any or more of them (ii)compound or settle with any one or more the Guarantors for such consideration as Creditor may deem proper, and (iii) release one or more of the Guarantors from liability hereunder, and that no such action shall impair the rights of Creditor to collect the indebtedness hereby guaranteed from the other Guarantors, or any of them, not sued, settled with or released. Guarantors agree among themselves, however, that nothing contained in the paragraph, and no action be Creditor permitted under this paragraph, shall in any way affect or impair the rights of obligations of the Guarantors among themselves. This Guaranty shall bind the heirs and assigns of Guarantors.

GOVERNING LAW: This agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas, United States of America. Guarantor(s) consents to jurisdiction in Dallas County.

A photostatic or facsimile copy of this signature shall be considered as effective and valid as the original.

Name of Customer:	
	ompany name)
Guarantor Signature:	Guarantor Signature:
Print Name:	Print Name:
Social Security Number:	Social Security Number:
Date:	Date:

CUSTOMER NAME\_\_\_\_\_CUSTOMER NUMBER\_\_\_\_\_

The undersigned hereby certifies that the merchandise purchased from you, until this notice is revoked in writing, is purchased for resale and is exempt from Sales and Use Tax. The undersigned holds licenses, permits or certifications as noted in the following states. The undersigned assumes liability for payment directly to these states of any tax due if he uses or consumes the purchased property for a taxable purpose.

#### PLEASE COMPLETE FORM WITH SALES TAX EXEMPT NUMBER IN SPACE BESIDE STATE

ALABAMA	MAINE	PENNSYLVANIA
ARIZONA	MARYLAND	RHODE ISLAND
ARKANSAS	MASSACHUSETTS	SOUTH CAROLINA
CALIFORNIA	MICHIGAN	SOUTH DAKOTA
COLORADO	MINNESOTA	TENNESSEE
CONNECTICUT	MISSISSIPPI	TEXAS
FLORIDA	MISSOURI	UTAH
GEORGIA	NEBRASKA	VERMONT
HAWAII	NEVADA	VIRGINIA
IDAHO	NEW JERSEY	WASHINGTON
ILLINOIS*	NEW MEXICO	WEST VIRGINIA
INDIANA	NEW YORK	WISCONSIN
IOWA	NORTH CAROLINA	WYOMING
KANSAS	NORTH DAKOTA	DISTRICT
KENTUCKY	OHIO	OF COLUMBIA

\* In the alternative, Customer represents it is authorized to do business out-of-state and will resell & deliver properly only to purchasers located outside the state of Illinois.

General description of pro-	oducts to be purchased: .		
Nature of purchaser's bus	iness: Retailer	Wholesaler	_ Manufacturer
Distributor	Other:		
Company Name:			
Street Address/Mailing:			
City:	State:	Zip: Phone #:	
Authorized Signature:		Date:	