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Summits 7 Inc.

APPLICATION for CREDIT and RETAIL INSTALLMENT CONTRACT

Instructions:

- 1. Please type / print clearly.
- 2. Complete $\underline{\mathbf{all}}$ information incomplete applications will be refused for credit.
- 3. Please use 4 current trade references.
- 4. Corporate signature required on credit application.
- 5. Original application must be sent back.

APPLICATION

Name of Business:			
Billing Address:			
Shipping Address:			
City:	State:	Zip:	
Phone:	Fax:		
Owner:	Social Security #:		
Business Federal ID #:	Resale/Tax Exempt #:		
Nature of Business:			
Do you use Purchase Orders:	□ Yes	□ No	
Purchasing Agent:	Accounts Payable:		
	BANK INFO	<u>RMATION</u>	
I hereby authorize manager of Reprographics of New			
	Account #:		
Address:			
City:	State:	Zip:	
Phone:	Fax: _		

(Next page)

TRADE REFERENCES

Please list 4 references from whom you have purchased regularly within the last year.

1. Name:	Phone	e:	
Address:	Fa	ax:	
City:	State:	Zip:	
2. Name:	Phone	e:	
Address:	Fax:		
City:	State:	Zip:	
3. Name:	Phone:		
Address:	Fax:		
City:	State:	Zip:	
4. Name:	Phone:		
Address:	Fa	AX:	
City:	State:	Zip:	
Reprographics' terms for payment are		eporting Agencies to verify retail credit information. t 1 1/2% per month over 30 days. I agree to maintain	
(name of business)		tion, the undersigned personally guarantees any	
Corporate Officer Signature:			
Please print full name:			
Corporate Title:			
Office Use Only:			

Date Approved: _____ Approved by:

Date Received:

TERMS & CONDITIONS

- A) <u>Terms and Methods of payment.</u> Prices are F.O.B. seller's office. All prices are quoted, all orders accepted, and all billings rendered exclusive of all Federal, State and local excise, sales, use and similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future tax of any nature applicable to the sale of the goods and/or services hereunder shall be paid as a separate charge by the customer. The terms of payment shall be net fifteen (15) days from the date of this agreement. Any amounts past due shall bear interest at the rate of the lesser of 1 1/2% per month or the maximum interest allowed by applicable state law.
- B) <u>Delays</u>. The seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the customer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, government interference, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond seller's control.
- C) Nonconformity. Should any of the materials ordered prove defective due to faults in reproduction, or fail to meet the written specifications accepted by the seller, the customer shall not return the goods, but shall notify the seller within ten (10) days after arrival of said materials, stating the particulars in support of the claim, and the seller will either replace the goods upon return of defective or unsatisfactory material or adjust the matter fairly and promptly.
- D) Negation of Warranty and Limitation of Liability. With regard to any and all original documents and/or computer disks submitted by the customer to seller for reproduction thereof or otherwise, seller is not responsible for any damage or loss that may occur while such document or computer disk is within its possession, unless such damage or loss is due to its own negligence.

THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF SUCH MERCHANDISE, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, OR DAMAGES OF ANY KIND BASED UPON A CLAIM FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY. IN NO EVENT SHALL BUYER BE ENTITLED TO DAMAGES WHICH EXCEED THE PURCHASE PRICE OF PRODUCTS OR SERVICES PROVIDED HEREUNDER.

- E) <u>Controlling Provisions</u>. These items and conditions shall supersede any provisions, terms, and conditions contained on any confirmation, order or other wrong the customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.
- F) <u>Default by Customer.</u> If the customer fails to pay the price on or before the date it becomes due, customer shall be in default of agreement. Seller may recover, together with any incidental damages, the price of the goods and/or services identified in the contract. In addition, seller may recover from the customer all reasonable attorneys' fees and expenses incurred by seller in conjunction with the collection of the purchase price from customer.
- G) Special Orders. If any items shall be created and/or sold by the seller to meet the customer's particular specifications or requirements and is not part of the seller's standard line offered by it to the trade generally and in the usual course of the seller's business, and customer is in default under this agreement, the customer shall pay to seller as <u>liquidated damages</u> the amount of 25% of the purchase price. The parties have agreed on this sum as a reasonable forecast of probably loss because of the difficulty in estimating with exactness the damages which may ensue.
- H) <u>Conditions</u>. All orders or contracts are accepted with the understanding that they are subject to seller's ability to obtain the necessary materials and use of equipment, and all the orders or contracts as well as shipments applicable thereto are subject to seller's current schedules, and government regulations, orders, directories, and restrictions that may be in effect from time to time.
- 1) Insolvency or Bankruptcy of Customer. If, in the judgment of seller, the financial condition of customer at any time does not justify continuance of delivery or shipment upon the terms of payment specified, seller may require full or partial payment in advance, and, in the event of bankruptcy or insolvency of customer, or in the event any proceeding is brought by or against customer under the bankruptcy or insolvency laws, seller shall be entitled to cancel any order of customer then outstanding and shall receive reimbursement from customer for its costs to date of cancellation.
- J) Copyrights and Patents. Customer covenants, warrants and represents that it has full legal right to cause the reproduction of the materials supplied to seller and that seller's reproduction will not infringe upon any copyright, common law or statutory, patent, trademark or other proprietary right whatsoever. Customer agrees to indemnity, save and hold harmless, seller and seller's directors, officers, agents and employees, and each of them, from and against all claims, costs and expenses (including attorney's fees) demands, actions and liability with respect to any infringement of any copyright, patent, trademark or other proprietary right or claim thereunder based upon seller's copying of the material as requested by customer.
- K) <u>Authority of Seller's Agents</u>. No agent, employee or representative of the seller has any authority to bind the seller to any affirmation, representation, promise or warranty concerning the items sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written agreement, it is not formed a part of the basis of this bargain and shall not be enforceable by the customer.
- L) Waiver. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver of the claim or right unless the waiver is supported by consideration and is in writing.
- M) Risk of Loss/Shipping. The merchandise shall be delivered to customer. F.O.B. seller's office, and customer assumes all risk of loss from the time the products are delivered to a common carrier or placed in the United States Mail or picked up at seller's office by customer as the case may be for shipment to customer. Any prepaid charges for freight or express shall be repaid by the customer. In the absence of specific instructions, seller will exercise its discretion in the method of shipping. Shipping and/or delivery dates agreed to by seller are approximate, and seller shall not be liable for any delay in the performance of orders or contracts, or in the delivery of shipment of goods. Merchandise held by seller for customer by reason of customer's delay shall be held at risk and expense of customer.
- N) Right to Possession. The seller shall have the right, in addition to all others I may possess, at any time, for credit reasons or because of the customer's default or defaults, to withhold shipments, in whole or in part, to recall goods in transit, retake same, and repossess all good which may be stored with the seller for the customer's account, without the necessity of taking any other proceedings. customer consents that all the merchandise so recalled, retaken, or repossessed shall become the absolute property of the seller, provided that the customer is given full credit therefore. The foregoing shall not be construed as limiting, in any manner, any other rights or remedies available to seller because of any default of the customer under the Uniform Commercial Codes in force and effect in the State of Vermont on the date of the signing of this agreement.

- O) <u>Assigns.</u> Any contract made hereunder shall be binding upon and inure to the benefit of the successors and assigns of the entire business and good will of either seller or customer, or of that part of the business either used in the performance of such contract, which shall not be otherwise assignable by customer without the written consent of seller.
- P) Applicable Law. This agreement shall be governed by the Uniform Commercial Code and the laws of the State of Vermont. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Vermont as effective and in force on the date of the acceptance of this offer.
- Q) Severability. If any provision hereunder is held to be unenforceable for any reason, all other provisions herein shall be deemed valid and enforceable to the full extent possible.
- R) General. This constitutes the entire agreement between the customer and seller with respect to the purchase and sale of the goods and/or services, and no representation or statement not contained in this contract shall be binding upon seller as a warranty or otherwise. No addition to or modification of any of the foregoing terms and conditions shall be binding upon seller unless made in writing assigned by duly authorized agent of seller.