



## DELIVERING A DIFFERENCE

Since 1968, Roberts Printing, Inc. has been engaged in the manufacturing of printed materials and related services.

Our management is committed to providing our customers with outstanding service and dependability, giving careful attention to details and quality control.

We will achieve these goals with the finest equipment, quality employees and the utmost in work ethics.



Date: \_\_\_\_\_ Credit Limit Requested: \$ \_\_\_\_\_ Roberts Salesperson: \_\_\_\_\_

Firm Name: \_\_\_\_\_  Corporation  Fictitious Name

D/B/A \_\_\_\_\_ Federal Employer I.D.# \_\_\_\_\_

Street Address: \_\_\_\_\_ Mail Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Yr. Established: \_\_\_\_\_ Accounting E-Email: \_\_\_\_\_

Is your business Tax Exempt?  Yes  No

**Names and Titles of Officers or Owners**

Principal	Title	Home Address	Telephone
Principal	Title	Home Address	Telephone
Principal	Title	Home Address	Telephone

**Credit References**

*Please list Businesses from which you or your Company have purchased from within the past three years*

Business Name	Phone Number	Email Address
Business Name	Phone Number	Email Address
Business Name	Phone Number	Email Address

**If you are tax exempt, you must furnish a state supplied tax exempt certificate for exemption on printing.**

**Mailing Services are tax exempt.**

I acknowledge and accept the Standard Conditions of Sale printed on the following sheet.

I hereby authorize the above named firms to furnish information requested by Roberts Printing, Inc. in order to process this application, including information obtained from credit reporting services. I agree, the said persons shall not be liable for any claims or damages as a result of furnishing the requested information, including information obtained from credit reporting services.

I agree to pay all bills for goods and services provided by Roberts Printing, Inc. and upon failure to do so, I agree to pay all costs of collections including a reasonable attorney's fee together with interest on any unpaid balance at a rate of 1-1/2% per month (18% per year). I understand, to establish credit, additional information may be required.

\_\_\_\_\_ Business Name

\_\_\_\_\_ Owner, Officer or Authorized Agent

**Personal Guarantee**

In consideration of the extension of credit granted by Roberts Quality Printing, Inc. d/b/a Roberts Printing, Inc. \_\_\_\_\_, the undersigned, hereby unconditionally personally guarantees payment of whatever amount which shall at any time by owing to Roberts Printing, Inc. on account of goods ordered or delivered whether said indebtedness is in the form of notes, bills or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness. Notice of Indebtedness and of default in payment is hereby waived. Should the undersigned default on any payment, the costs of collection plus attorney fees will be added. The guarantor agrees by execution of this Personal Guarantee that the venue of any action brought to enforce this agreement shall be in Pinellas County, Florida.

\_\_\_\_\_ Full Signature—No Titles

1. **QUOTATION:** Manufacturing prices are firm for 60 days. Due to current volatility in the paper market, paper prices are firm for 30 days from the date of estimate. Price is subject to change at time of order entry, based on material costs, availability, and review of final specifications.
2. **ORDERS:** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God and other causes beyond provider's control. Canceled orders require compensation for incurred costs and related obligations.
3. **CREATIVE WORK:** Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.
4. **EXPERIMENTAL WORK:** Experimental or preliminary work performed at the customer's request will be charged for at current rates and may not be used until the provider has been reimbursed in full in the amount of the charges billed.
5. **COLOR PROOFS:** Because of differences in equipment, paper, inks and other conditions between color proofing and production press-room operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.
6. **PREPRESS PROOFS:** The provider will submit prepress proofs along with an original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.", "O.K. with corrections" or "Revised proof required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if: (a) proofs are not required by the customer; (b) the work is printed per the customer's O.K.; and (c) requests for changes are communicated orally.
7. **PRESS PROOFS:** Press proofs will not be furnished unless they have been included/requested in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.
8. **ADDITIONAL PROOFS:** One or two proofs as may be required will be submitted with the original copy. Additional proofs are subject to extra charge.
9. **ALTERATIONS:** Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and will be supported with documentation upon request.
10. **OVERRUNS AND UNDERRUNS:** Overruns and underruns not exceeding 10% of the quantities ordered shall constitute an acceptable delivery. Any excess or deficiency shall be charged or credited to the customer proportionately.
11. **STORAGE:** Unless otherwise specified, the prices in this proposal contain no charge for storage of finished goods. If the customer wishes to postpone delivery of the finished goods beyond the dates specified in the production schedule, the provider may charge for storage.
12. **DEFAULT OR DELAY:** The provider shall not be liable for any default or delay in performance caused wholly or partly by fire, accidents, strikes, floods, shortage of labor or materials, or by any cause not included in the foregoing which is beyond the control of the provider.
13. **CUSTOMER'S PROPERTY:** The provider may charge at its current rates for handling and storing customer's stock or printed matter, held more than thirty (30) days. Risk of loss or damage to customer's property stored with the provider shall remain with the customer, and the provider shall not be liable for any loss or damage thereto caused by fire, water leakage, theft, negligence, insects, rodents or any other causes beyond the provider's control. It is understood that the gratuitous storage of the customer's property is solely for the benefit of the customer. Should the customer specifically pay the provider a rental for storage space used, then the provider agrees to be responsible for loss or damage to customer's property within the agreed upon depreciated values. Should the customer store property of extra-ordinary value with the provider, the customer shall alert the provider to the items in question and the customer and the provider shall jointly make arrangements for insurance of said property.
14. **PRODUCTION SHCEDULES:** Production and delivery schedules will be established and adhered to by the customer and the provider, provided that neither shall incur any liability or penalty for delays due to state of war, riots, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, actions of government or civil authority and acts of God or other causes beyond the control of the customer or the provider. Production schedules shall vary in such cases where proofs are not promptly okayed by the customer or are returned with changes or alterations that require additional time and work. Where production schedules are not adhered to by the customer, final delivery dates will be subject to renegotiation.
15. **CUSTOMER FURNISHED MATERIAL:** Materials furnished by the customer or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance and other technical requirements. Artwork, film, color separations, special dies, tapes, disks or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.
16. **DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.
17. **PAYMENT TERMS:** Payment terms are 50% with order, and balance due prior to delivery unless credit terms have been established.
18. **CREDIT TERMS:** All prices shall be paid in net cash within (30) days of local delivery or F.O.B. delivery Clearwater Florida. Unless

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- otherwise specified herein. Unpaid balances after (30) are subject to a service charge of (1 1/2%) per month or (18% per year).
19. **CREDIT:** The provider may withdraw this offer in its entirety without any obligation whatsoever if customer's credit is not established or approved to the provider's satisfaction.
20. **TAXES:** Local sales taxes are not included in this quotations unless otherwise specified. All local state and federal taxes are to be added to the quoted amounts.
21. **TERMS/CLAIMS/LIENS:** Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges the provider's performance has fully satisfied all terms, conditions and specifications. The provider's liability will be limited to the quoted selling price of defective goods without additional liability for special consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred including collection charges, court costs and attorney fees. Venue of any action brought to enforce the Standard Conditions of Sale shall be in Pinellas County, Florida. If any invoice remains unpaid after 30 calendar days, such invoice shall accrue interest at a rate of 1 1/2% per month or 18% per year.
22. **INDEMNIFICATION:** The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.
- A. *Copyrights.* The customer also warrants the subject matter to be printed is not copyrighted by a third party. The customer also 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. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
- B. *Personal or economic rights.* The customer also 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. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider: (a) promptly notifies the customer of the legal action; and (b) gives the customer reasonable time to undertake and conduct a defense.
- The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.
23. **LIABILITY:** The provider's liability shall be limited to the stated selling price herein of any alleged defective goods and shall in no event include special or consequential damages, including profits (or profits lost). As security for the payment of any sum due or to become due under terms of any agreement, the provider shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in the provider's possession including work in progress and finished work. The extension of credit or the acceptance of notes, trade acceptance or guaranty of payment shall not affect such security interest and lien.
24. **ENTIRE AGREEMENT:** Governing Law: Nonverbal agreements have been made between the parties hereto and it is expressly understood that this accepted written quotation constitutes the entire agreement between the customer and the provider and shall not be modified except as by a specific further writings signed by both the customer and the provider. The customer and the provider agree that this agreement is made pursuant to and shall be governed by the laws of the State of Florida.
25. **OUTSIDE PURCHASES:** Unless otherwise agreed in writing, all outside purchases, as requested or authorized by the customer and produced in order to create the finished product, become the property of the customer and are chargeable.
26. **TAXES:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the Customer's "Exemption Certificate" (or other official proof of exemption) has been provided. If, after the customer has paid the invoice, it is determined more tax is due, the customer must promptly remit the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.
27. **MAILING:** For Mailing, postage is due prior to mail drop, and must be provided in a check made payable to Roberts-CAPs Account. Note: The postage amount requested is approximate only, and must be cleared thru the USPS. FINAL, ACTUAL postage statement from USPS is received several days after mail has dropped. Any changes will be reflected on your Mailing Services invoice and shown as either additional charges due or credit applied to your Mailing Services charges.
28. **FREIGHT:** Freight outside of the local delivery area is additional and will be reflected on your invoice.

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