



ACTION MAILING INC.
14352 Franklin Ave. Tustin, CA 92780

phone - 714.792.2900 fax - 714.792.2908
www.actionmailinginc.com

APPLICATION FOR CREDIT

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To apply for credit at Action Mailing, Inc., please complete this agreement and sign.



CREDIT APPLICATION TERMS AND CONDITIONS

1. QUOTATIONS:

Subject to acceptance within 30 days. Quotations are based on the cost of labor and materials on the day of the quote. If changes occur in costs of materials, labor, or other costs prior to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Quotations do not include applicable taxes, shipping costs, or deliveries unless specifically stated.

2. CANCELLATION:

Orders may be canceled by the customer at any time by notice in writing with the understanding that the mailer will be compensated in full for any work or services performed prior to cancellations, plus the cost of any goods or services purchased for the order.

3. ALTERATIONS / SPECIFICATIONS:

Prices quoted herein are based upon our understanding of the specifications submitted. If there is a change in specifications or instructions resulting in additional costs, the work performed will be billed at the current rates, and the mailing date may be delayed.

4. POSTAGE:

Quotations do not include postage. Payment of postage in advance is required on all orders.

5. ACCEPTANCE OF ORDER:

The customer agrees that the mailer may refuse at any time to mail any copy, photographs, or illustration of any kind that in the mailer's sole judgement is believed to be an invasion of privacy, degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, in bad taste, or which in the mailer's sole judgement is an infringement on a trade mark, trade name, service mark, or copyright belonging to others.

The customer also agrees to defend and hold the mailer harmless in any suit or court action brought against the mailer for alleged damages, costs, photographs, or illustrations that are felt by others to be degrading, libelous or harmful to their reputations, images, or standing in the community, or which in the mailer's sole judgement is an infringement on a trade mark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against the mailer for actions of the customer's employees which may occur as a result of any mailing.

6. MAILING LISTS:

Customer's mailing list(s) in the mailer's possession, for storage or otherwise, is the exclusive property of the customer and shall be used at his instruction. Mailer assumes responsibility for replacement of such lists in the event of loss by fire, vandalism, theft, or other such causes only if the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the list lost. The mailer does not accept liability or responsibility for compiling such lists nor for an intangible or special value attached thereto.

7. MATERIALS:

The mailer assumes in all quotations that all material provided will permit efficient handling on automated equipment and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps, or other causes will be subject to pricing at special rates. Customer will be notified when a deficiency is discovered and approval will be obtained for handling at specials rates before proceeding with work, and a new delivery schedule may result.

All direct mail handling and processing involves spoilage. Allowances for spoiling should be taken into consideration in ordering material. Every effort will be made to handle customer's material with frugality and to prevent undue spoilage. Nevertheless, the mailer cannot accept responsibility for shortages of material as a result of normal spoilage in processing. All stock and materials belonging to a customer will be held and shored only at the customer's risk, and the customer shall be responsible for insurance on his material.

Printer delivery tickets must accompany the material delivered, and should show the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity.

Each carton or skid must have a quantity and sample clearly visible. Each skid must have only one material version, unless clearly marked and separated.

Mailers accept printers' counts until processing, and assume no responsibility for shortages discovered at that time.

Collect shipment will be accepted only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. Mailer is not responsible for the condition of shipped overs, unless customer has been billed for packing and/or shipping.

8. LABELS:

Labels must be within equipment manufacturer's published specification for labeling equipment. Quoted prices assume that label placement will be in the position most advantageous to production speed, or additional charges will be billed.

9. INSERTING SEQUENCE:

Effort will be made to insert material in the sequence and facing the direction the customer requests, but quoted prices assume the most advantageous production speeds, and specified sequence of facing may result in additional charges being billed.

10. OVERAGES:

The customer must advise the mailer, in advance of the job, the disposition of overs. Overs may be returned to the customer, stored, or destroyed. Storage and delivery charges will be added when applicable, and material will be automatically destroyed after 30 days, unless prior arrangements are made.

11. DELIVERY SCHEDULES:

Mailer will make every effort to meet scheduled delivery and mailing dates, but accept no liability for failure to meet any requested delivery dates. In addition, mailers have no control over U.S. Postal Service delivery schedules and cannot guarantee when mail deposited will be delivered by the Postal Service. All orders are accepted contingent to fire, accident, act of God, mechanical breakdown, or other cause beyond the mailer's control. Since the time element is an integral part of our business, quoted prices are based upon a specific set of time schedules described or agreed upon by both parties at commencement of order. *Any requested deviation from the schedules described or agreed upon by both parties at commencement of order may alter the quoted price.* Late material may affect the completion date of the order by the greater degree than the actual elapsed time the material is late.

12. ERRORS IN MAILING:

Mailer shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake, and allowable damages shall be limited to the value of the work performed. In no case is the mailer liable for loss of business or implied damages.

13. DELINQUENT INVOICES:

If money is owed the mailer, the mailer may, at his option, hold the customers' list, printing, or other property against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified date".



CREDIT APPLICATION

COMPANY: TELEPHONE: FAX:

BILLING ADDRESS: SHIPPING ADDRESS:
Street (If different from billing address) Street
City, State, Zip City, State, Zip

ACTION SALES REP: ESTIMATED MONTHLY PURCHASES CREDIT LINE REQUESTED

ENTITY IS: [] SOLE PROPRIETORSHIP [] PARTNERSHIP [] CORPORATION DATE BUSINESS ESTABLISHED

Proprietors / Partners Information

1) Name Resident Address, City, State, Zip

2) Name Resident Address, City, State, Zip

Social Security No.'s For Above: 1) 2)

Corporate Information

State In Which Incorporated: Date of Incorporation:

President: Vice President:

Secretary: Treasurer:

Bank References

Bank Name: Address: Phone No.:

Contact Name: Account Type: Account No.:

Credit References

1) Firm Name Address Phone

2) Firm Name Address Phone

3) Firm Name Address Phone

Please Attach Most Current Financial Statement

The above information is submitted by the undersigned for the purpose of obtaining credit. The undersigned agrees to pay all invoices within the agreed terms. Purchaser agrees to pay in accord with the agreed terms of sale and further agrees to pay all collection costs and attorney's fees necessary to collect past due amounts, as permitted by law. Accounts over 30 days past due are subject to a late payment charge of 1 1/2% per month. I, we hereby authorize Action Mailing, Inc. to investigate the references listed pertaining to our, my credit and financial responsibility. Should litigation become necessary, I, we agree that venue shall be Placentia, CA.

IN ACCORDANCE WITH STATE LAW, ALL PURCHASES WILL BE CHARGED THE APPROPRIATE AMOUNT UNLESS, A TAX EXEMPTION CERTIFICATE HAS BEEN RECEIVED.

1 Signature of Owner, Officer or Authorized Representative 2 Signature of Owner, Officer or Authorized Representative



AUTHORIZATION TO RELEASE CREDIT INFORMATION

To: _____

Bank: _____

Address: _____

City, State, Zip _____

Action Mailing, Inc., our mailing management company, is in the process of establishing credit information for the purpose of extending credit to us. To assist us in obtaining favorable credit terms and Action Mailing, Inc. in their credit investigation, we hereby authorize you to release credit information to them.

Company: _____

Address: _____

City, State, Zip: _____

Checking Account # (s) _____

Authorize Signature: _____

Title: _____ Date: _____

Personal Guaranty

In consideration of credit heretofore or hereafter granted by Action Mailing, Inc. ("Creditor") to _____ ("Debtor"), the undersigned hereby conditionally guarantees to Creditor full payment when due of any indebtedness of Debtor to (i) goods heretofore or hereinafter sold or cosigned to, or work-in-process identified for, Debtor by Creditor or (ii) services heretofore or hereinafter performed for Debtor by Creditor, together with lawful interest from date due and all expenses of collection, including court costs and reasonable attorney's fees.

This guaranty shall be directly enforceable against the undersigned without first resorting to any remedies against Debtor. This guaranty shall be a continuing guaranty and shall remain in full force and in effect until undersigned gives written notice, by certified or registered mail, to Creditor to extend no further credit on the security of this guaranty. Such notice shall be ineffective as to any obligation (billed or unbilled) existing at the time such notice is received by Creditor. The undersigned hereby assents to all terms and conditions made or to be made with Creditor by Debtor. Any indulgences, renewals or extensions of any indebtedness guaranteed hereby shall not release the undersigned as a guarantor hereunder.

Reference to undersigned include each and all of the undersigned and they shall be jointly and severally liable thereunder. This guaranty shall be for the benefit of the creditor, its successors and assigns and shall be binding upon the undersigned and their assigns, heirs, executors and other legal representatives.

Intending To Be Legally Bound Hereby, the undersigned have executed this guaranty this _____ day of _____ 20 _____.

X _____
Guarantor

Address

X _____
Guarantor

Address

X _____
Witness

Address