



CREDIT APPLICATION INSTRUCTIONS

Thank you for your interest in establishing an account with Coast Label Company! In order to open an account for your company we require the completion and return of our Credit Application and Terms & Conditions of Sale.

Section 1 of the Credit Application must be completed in full. Sections 2 and 3 can either be filled out on the form or by attaching a document that your company may have already created. Section 4 must be completed for all applicants, and for proprietorships and partnerships we require the names and social security numbers of the owners. For corporations, we require the names and titles of the officers of the corporation.

The Credit Application and Terms & Conditions of Sale must be signed by someone legally empowered to bind your company. Persons meeting this test would be as follows:

Sole Proprietorships..... The Owner
Partnerships..... The Majority Partner
Limited Partnerships General Partner
Limited Liability Company (LLC)..... The Managing Partner
Corporations..... One officer from each column, as described below:

Under section 313 of the California Corporations Code, at least one officer from Column 1 and one from Column 2 below must sign the document. **Please note that two people from Column 1 or two people from Column 2 will not meet the requirements of Section 313!**

Column 1

Chairman of the Board
President
Any Vice President

Column 2

Secretary of the Corporation
Any Assistant Secretary
Chief Financial Officer
Treasurer
Any Assistant Treasurer

If you are doing business in the State of California, and wish for us to not add sales tax to your purchases, the law requires that we have on file a current and complete California Resale Certificate. We are periodically audited by the California State Board of Equalization, and we have learned that they are *very particular* about how the Resale Certificate is completed. A copy of your Seller's Permit is not a substitute for a completed California Resale Certificate. Please fill out the California Resale Certificate we have provided as follows:

Firm Name: Please use the exact business name (including DBA's, if applicable) that you used to apply for your Seller's Permit.
Seller's Permit #: Please make sure that you fill this in accurately and legibly.
Nature of Business: This section must be filled in by you; we cannot fill this in.
Signature: Must be signed by a person authorized by your company to do so.
Date: All invoices dated prior to this date are subject to sales tax.

If you choose to provide your own resale certificate, be sure to add the following statement in the Items to be purchased: Labels, Tags, Tooling and Printing Aids. *If only labels are stated, we are required to charge sales tax on printing plates, art work, dies, etc.*

Once you have completed the required forms, please scan and email to accounting@coastlabel.com, fax or mail them back to us. If you have questions, please call me at (714) 426-1411.

Sincerely,

Tami Dunham
Administration Manager

MANUFACTURERS OF CUSTOM PRESSURE SENSITIVE LABELS AND TAGS

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17406 Mt. Cliffwood Circle, Fountain Valley, CA 92708



Terms & Conditions of Sale

For Moreland Manufacturing Inc. d.b.a./ Coast Label Company, herein referred to as the "Company"

- 1) **Quotations/Estimates** A quotation not accepted within 30 days may be changed.
- 2) **Orders** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, energy failure, equipment breakdown, act of God, and other causes beyond the Company's control. Canceled orders require compensation for incurred costs and related obligations.
- 3) **Experimental Work** Experimental or preliminary work performed at the customer's request will be charged to the customer at the Company's current rates. This work may not be used without the Company's written consent.
- 4) **Creative Work** Sketches, copy, dummies, and all other creative work developed or furnished by the Company are the Company's exclusive property. The Company must give written approval for all use of this work and for any derivation of ideas from it.
- 5) **Accuracy of Specifications** Quotations are based on the accuracy of the specifications provided. The Company can re-quote a job at the time of submission if copy, film, electronic artwork, or other input materials or newly presented requirements do not conform to the information on which the original quotation was based.
- 6) **Venue** In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the Superior or Municipal Court, as appropriate, of the County of Orange, California. The parties agree and stipulate that the essential terms of this contract are to be performed in said County.
- 7) **Electronic Manuscripts/Images** It is the customer's responsibility to maintain a copy of the original file. The Company is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until the Company can evaluate digital input, no claims or promises are made about the Company's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
- 8) **Alterations/Corrections** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Company's current rates.
- 9) **Prepress Proofs** The Company will submit prepress proofs for the customer's review and approval. Corrections will be returned to the Company on the proof marked "O.K. TO PRINT AS IS" or "MAKE CHANGES AND SUBMIT NEW PROOF" and signed by the customer. Until the approved contract proof is received, no additional work will be performed. The Company 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 OK
 - c) Requests for changes are communicated verbally
- 10) **Press Proofs** Press proofs will not be furnished unless they have been required in writing in the Company's quotation. A press sample 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 Company's current rates.
- 11) **Color Proofing** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.
- 12) **Overruns/Underruns** The overrun or underrun will not exceed ten percent of the quantity ordered unless stipulated otherwise in the quotation. The Company will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation. Due to mill and manufacturing splices as well as other process variables, there may be missing labels. Unless specified in the quotation and a corresponding charge made, the company does not warrant that orders with consecutive numbers and/or barcodes will not have missing or duplicate labels.
- 13) **Customer's Property** The Company will only maintain fire and extended coverage on property belonging to the customer while the property is in the Company's possession. The Company's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and in the premium is paid to the Company.
- 14) **Delivery** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. the Company's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the Company will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the Company or from the customer's supplier to the Company are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
- 15) **Production Schedules** Production schedules will be established and followed by both the customer and the Company. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of the Company. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
- 16) **Customer-Furnished Materials** Materials furnished by customers or their suppliers are verified by delivery tickets. The Company bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied materials must be delivered according to specifications furnished by the Company. These specifications will include correct thickness, adhesive, liner, and other technical requirements. Artwork, film, color separations, special dies or other materials furnished by the customer must be usable by the Company without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the Company at the Company's current rates.
- 17) **Outside Purchases** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
- 18) **Terms/Claims/Liens** Payment is cash in advance or whatever has been agreed to between customer and Company. 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 Company and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the Company's performance has fully satisfied all terms, conditions, and specifications.

The Company's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential

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damages. As security for payment of any sum due under the terms of an agreement, the Company has the right to hold and place a lien on all customer property in the Company'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.

- 19) **Liability** (1) *Disclaimer of Express Warranties.* The Company warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. The customer shall determine suitability of the product, including the facstock, adhesive, liner, laminate and other components for the intended use. No statement of recommendation not contained herein shall have any force or effect unless in an agreement signed by an officer of the Company. (2) *Disclaimer of Implied Warranties.* The Company warrants only that the work will conform to the description contained in the purchase order. The Company's maximum liability, whether by negligence, contracts, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will the Company be liable for specific, individual, or consequential damages.
- 20) **Indemnification** The customer agrees to protect the Company from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold the Company harmless and save, indemnify, and otherwise defend the Company 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 that 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 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 Company 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 Company in all legal actions on these grounds as long as the Company:

- i) Promptly notifies the customer of legal action.
ii) Gives the customer reasonable time to undertake and conduct a defense.

The Company reserves the right to use its sole discretion in refusing to print anything the Company deems libelous, scandalous, improper, or infringing on copyright law.

- 21) **Storage** The Company will retain intermediate materials used until the customer has accepted the related end product. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. The Company is not liable for any loss or damage to stored material beyond what is recoverable by the Company's fire and extended insurance coverage.
- 22) **Taxes** All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse the Company for any additional taxes paid.
- 23) **Telecommunications** Unless otherwise agreed, the customer will pay for all transmission charges. The Company is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.
- 24) **Returns** Returned goods will not be accepted with out notification and authorization.
- 25) **Modifications** These terms and conditions can be modified or rescinded only in writing and only by an Officer of the Company.

Agreed to by:

Company Name

Signature Date

Print Name Title

Signature Date

Print Name Title

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CREDIT APPLICATION

SECTION 1

COMPANY INFORMATION - PLEASE COMPLETE THIS SECTION EVEN IF ATTACHING OTHER DOCUMENTS

Full Legal Business Name, Including DBA'S			<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Tax Exempt (Attach Completed Resale Card) <input type="checkbox"/> Yes # _____ <input type="checkbox"/> No
Key Contact	Phone ()		
Address	FAX ()		
City	State	Zip Code	
Nature of Business		Date Started	

SECTION 2

SUPPLIERS or TRADE REFERENCES INFORMATION ATTACHED

Name	E-mail	Phone ()	
Address	City	State	Zip Code
Name	E-mail	Phone ()	
Address	City	State	Zip Code
Name	E-mail	Phone ()	
Address	City	State	Zip Code

SECTION 3

BANK REFERENCES SEE ATTACHED

Name	Account Number			<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/> Loan
Address	City	State	Zip Code	Phone ()		

SECTION 4

NAMES OF OWNERS, OFFICERS or PERSONS RESPONSIBLE FOR ACCOUNT *(must be completed)*

Name and Home Address	Ownership Interest (Owner, Partner, %Shareholder, etc.)	Social Security Number

Applicant's signature attests financial responsibility, ability and willingness to pay within terms. Terms: NET 30. Past due accounts are subject to finance charge of 1.5% per month, 18% per annum. All collection and legal expenses are to be paid by the purchaser when past due invoices are submitted for collection through agency, attorney or court.

The applicant further acknowledges careful reading, understanding and agreement to the Terms and Conditions of Sale which are attached hereto and made a part hereof. A facsimile application received will be considered an original copy, and the Terms and Conditions appearing on the reverse shall be assumed as having been read and accepted. The applicant hereby authorizes and instructs any person, company or credit reporting agency to compile and furnish any information concerning the applicant and/or the company.

I hereby certify that I am authorized and empowered to execute this agreement on behalf of the entity named above, and to bind the entity thereby. I represent and warrant that all of the information above is true and correct, and understand that Coast Label Company is relying on that information in determining to extend credit. I give permission to your company to investigate and verify my credit record and furnish information concerning this account to credit reporting agencies or other who may properly receive the information.

Name _____ Signature _____ Title _____ Date _____
 Name _____ Signature _____ Title _____ Date _____

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