

millennium marketing solutions

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www.mm4solutions.com

- design
- print
- web
- promo products

SERVICE AGREEMENT AND APPLICATION FOR CREDIT

OFFICE USE ONLY

Salesperson _____

Approved By _____

Account Number _____

Credit Limit _____

Credit Limit Requested \$ _____

Firm Name _____

Firm Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Billing Address (If Different) _____

City _____ State _____ Zip _____

Email _____ Web Address _____

Other Locations _____

How did you hear of **Millennium**? Yellow Pages Howard County (Patux. Pub) Verizon-Laurel Edition OneBook- MD Suburban

Ad located in: Business Monthly Other: _____ Referred by: _____ Internet Town Planner

Nature of Business _____ Date Established _____

Dun & Bradstreet Rating: _____ Has present firm ever done business under other name(s) or at another address? Yes No

If so, what were the name(s) and address(es)? _____

Type of organization: Corporation Partnership Sole Proprietor LLC Government Non-Profit

If Corporation, name and address of resident agent: _____

Federal Identification Number _____ Social Security Number for Non-Corporation _____

Names and titles of principals of business (If Sole Proprietor, list spouse)

Are you tax exempt? Yes No If so, Tax Exemption Number _____ **Copy of Certificate must be attached**

Do you require a purchase order for each job processed? Yes No

Individuals authorized to buy _____

Person(s) to contact for payment (Name & Number) _____

ALL PAYMENTS SHOULD BE SUBMITTED TO OUR OFFICE AT: 10900 Pump House Road, Annapolis Junction, MD 20701

Trade References

1) Co. Name _____ Contact _____

Street Address _____

City _____ State _____ Zip _____

Phone _____ Fax No. _____

2) Co. Name _____ Contact _____

Street Address _____

City _____ State _____ Zip _____

Phone _____ Fax No. _____

3) Co. Name _____ Contact _____

Street Address _____

City _____ State _____ Zip _____

Phone _____ Fax No. _____

4) Co. Name _____ Contact _____

Street Address _____

City _____ State _____ Zip _____

Phone _____ Fax No. _____

Bank Name _____

Branch Location _____

Savings Account Number _____ Checking Account Number _____

Bank Officer _____

Phone _____ Fax _____

Has your company, or any of its owners, partners or officers ever filed voluntary petition in bankruptcy, been adjudged in bankruptcy, or made an assignment for the benefit of creditors? Yes No If Yes, give details. _____

Has a tax lien been filed against your company or any of its owners, partners or officers within the past five (5) years? Yes No

If Yes, give details _____

Are you involved in any legal suits relative to your credit and/or payment practices? Yes No If Yes, give details.

The undersigned hereby authorizes the above named references and bank(s) to disclose any and all information regarding the accounts for credit reporting purposes only.

SIGNATURE (OFFICER, OWNER, PARTNER) TITLE NAME (PLEASE PRINT) DATE

TERMS & CONDITIONS

GOVERNING AGREEMENT: The undersigned, herein referred to as the "Customer" acknowledges and agrees that this Service Agreement and Application for Credit shall be binding upon all parties to the agreement and shall be the governing agreement for any and all disputes.

TERMS: The Customer makes this application for credit to Millennium Marketing Solutions, Inc. and in making this application, Customer agrees that any and all amounts payable on or before the due date on any written, quoted or agreed terms will be paid, and if not paid on or before said terms, shall be considered delinquent. Millennium Marketing Solutions, Inc. may terminate any credit availability within its sole discretion.

CREDIT REPORTS: The undersigned herein referred to as the "Customer" acknowledges and consents to Millennium Marketing Solutions, Inc. use of any outside credit reporting service to obtain information related to the credit worthiness of the Customer. The Customer understands that the following separate paragraph, when signed; will authorize Millennium Marketing Solutions, Inc. to run a complete and thorough credit investigation on the Customer:

1. The Customer(s) hereby consent(s) to Millennium Marketing Solutions, Inc. use of non-business consumer credit report(s) on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business trade credit as contemplated by this application. The undersigned hereby authorize(s) Millennium Marketing Solutions, Inc. to utilize consumer credit report(s) on the undersigned from time to time in connection with the extension or continuation of the business trade credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq.

Signature _____ date
Printed name _____ title

Signature _____ date
Printed name _____ title

WARRANTIES & LIMITATIONS: Millennium Marketing Solutions, Inc. warrants that it will adhere to printing industry standards in providing services and will perform in a manner consistent with generally accepted procedures for such matters. The warranties stated in this Agreement are exclusive and in lieu of all other warranties. In no event shall Millennium Marketing Solutions, Inc. be liable to Customer for special, indirect or consequential damages in any way connected with the performance or breach of this Agreement. The amount of liability of Millennium Marketing Solutions, Inc. to Customer on any claim for loss or liability in any way connected with the performance or breach of the Agreement shall in no case exceed the amount of money or compensation actually paid to Millennium Marketing Solutions, Inc. for the particular job or project in issue.

MODIFICATIONS: The terms of this Agreement may be waived or modified only in writing signed by an authorized officer of Millennium Marketing Solutions, Inc. and the Customer. In the absence of an express written Agreement, the terms of this Agreement will prevail under all conditions. The Customer recognizes that no employee or agent of Millennium Marketing Solutions, Inc. has authority to modify this Agreement without the written approval of an authorized officer of Millennium Marketing Solutions, Inc..

COPYRIGHT WARRANTY: Customer warrants and represents to Millennium Marketing Solutions, Inc. that all times during which this account is open, Customer will submit to Millennium Marketing Solutions, Inc. for printing or reproduction only items which are not copyrighted or subject to copyright protection of which Customer's use will be a "fair use" under the copyright laws. Customer agrees to indemnify Millennium Marketing Solutions, Inc. from any liability, loss, expenses, damages and attorney's fees it may sustain for copyright information resulting from Millennium Marketing Solutions, Inc. fulfilling Customer's orders.

TAXES: Customer shall be solely responsible for any tariffs, duties, sales taxes or other taxes of any nature imposed or levied on the goods, advice or services provided by Millennium Marketing Solutions, Inc. in accordance with this Agreement.

DEFAULT: Upon Customer's failure to make payments due and payable under the Service Agreement and Credit Application, the Customer agrees to provide Millennium Marketing Solutions, Inc., upon request, a statement representing the Customer is and remains solvent.

COLLECTION: Customer agrees that should Customer's account become delinquent and Millennium Marketing Solutions, Inc. engages any collection effort, including, but not limited to, collection agency or attorney, that the delinquent account shall incur a late charge at the contract rate of 1.5% per month on any outstanding amount due Millennium Marketing Solutions, Inc. by Customer. In addition, Customer understands and agrees that Customer shall be responsible for any and all collection costs, including, but not limited to, court costs, service of process fees, post-judgment costs, and reasonable attorneys' fees in connection with the enforcement of Customer's obligations for payment under this Agreement

GOVERNING LAW AND CHOICE OF FORUM: Customer agrees that any actions, claims, suits or proceedings to recover charges due Millennium Marketing Solutions, Inc. shall be brought exclusively in the State Courts in the State of Maryland and that Maryland law shall govern this agreement. Customer agrees that this contract with Millennium Marketing Solutions, Inc. is entered into in the State of Maryland. Customer waives trial by jury, any objection based on forum non-conveniensi, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal and/or equitable relief as shall be deemed appropriate by the court. Customer agrees and consents that Millennium Marketing Solutions, Inc. may, in its sole and absolute discretion, perfect any judgment rendered in Maryland in favor of Millennium Marketing Solutions, Inc. in any state in which Customer maintains its principal place of business, resides, and/or where any of Customer's assets may be found.

SEVERABILITY: Applicant agrees that in the event that any portion of this contract shall be determined by a court of competent jurisdiction to be unenforceable, that all other portions of the contract shall remain in full force and effect.

AMENDMENTS: No amendments of additions to this Agreement shall be binding unless in writing and signed by both parties, except as herein otherwise provided.

BINDING EFFECT: This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, representatives and successors.

NONASSIGNABLE: This Agreement shall not be assigned by Customer without the written consent of Millennium Marketing Solutions, Inc..

The Printing Industry's Standard Terms and Conditions of Purchases and Sales

1. **QUOTATION:** 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, acts of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.
 3. **EXPERIMENTAL WORK:** Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work may not be used without the provider's written consent.
 4. **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.
 5. **ACCURACY OF SPECIFICATIONS:** Quotations are based on the accuracy of the specifications provided. The provider can requote a job at time of submission if copy, film, tapes, disks, or other input materials 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 Howard County, Maryland. 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 provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider'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 specification. All such work will be charged at the provider's current rates.
 9. **PREPARATORY MATERIAL:** Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by the provider shall remain the provider's exclusive property.
 10. **PREPRESS PROOFS:** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "OK", "OK 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 error if:
 - a) proofs are not required by the customer;
 - b) the work is printed per the customer's OK; and
 - c) Requests for changes are communicated verbally.
 11. **PRESS PROOFS:** Press proofs will not be furnished unless they have been required in writing 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 make-ready. 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.
 12. **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 variation of this kind occurs, it will be considered acceptable performance.
 13. **OVER/RUNS OR UNDER/RUNS:** Over/runs and under/runs will not exceed 10% of the quantity ordered. The provider will bill for 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.
 14. **CUSTOMER'S PROPERTY:** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider'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 if the premium is paid to the provider.
 15. **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 a portion thereof, whichever occurs first.
 16. **PRODUCTION SCHEDULES:** Production schedules will be established and followed by both the customer and the provider. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of governments or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.
 17. **CUSTOMER-FURNISHED MATERIALS:** Materials furnished by customers 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.
 18. **OUTSIDE PURCHASES:** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer are chargeable.
 19. **TERMS/CLAIMS/LIENS:** Payment is cash in advance or whatever has been agreed to between customer and provider. 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 that 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 charge for special or 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.
 20. **LIABILITY:** 1.) Disclaimer of Express Warranties: Provider 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. 2.) Disclaimer of Implied Warranties: The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.
 21. **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 that the customer will hold the provider harmless and save, indemnify, and otherwise defend the provider against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence. 1.) 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 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. 2.) 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
 - 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.
22. **STORAGE:** The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.
23. **TAXES:** All taxes and assessments levied by any government 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 provider for any additional taxes paid.
24. **TELECOMMUNICATIONS:** Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

These Trade customs have been in general use in the printing industry throughout the United States of America and Canada for more than 60 years.