



NATIONWIDE DIAL 1-800-433-GULF
(1-800-433-4853)

FAX NO. 512-353-8866

BUSINESS FORMS INC.

EXCELLENCE IS OUR STANDARD PERFECTION IS OUR GOAL!

P.O. BOX 1073 • 2460 SOUTH I.H. 35
SAN MARCOS, TEXAS 78667-1073 • (512) 353-8313

Manufacturers of Custom Continuous and Unit Sets for Qualified Distributors Only

STANDARD AGREEMENT FOR AN OPEN ACCOUNT

We are very pleased that you are interested in obtaining an open account with our company. The following information should be completely provided as we must justify the trust we will place in your company based on your past business experience.

Full Company Name:				<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation: State
Street Address				
Billing Address				
City	State	Zip	Telephone	
Persons Authorized To Place Orders:				
Nature of Your Business:		No. Employees	Years At This Location:	Years In Business:
Name and Title of All Principals				
Is Your Company a <input type="checkbox"/> Branch <input type="checkbox"/> Subsidiary		Name Of Parent Company:		

REFERENCES: Please list business forms manufacturers, paper suppliers, and graphic arts firms where you have had an open account in the past year:

NAME	ADDRESS	FAX NUMBER

BANKING REFERENCES:

BANK	ADDRESS	ACCOUNT NUMBER

TERMS AND CONDITIONS:

Our payment terms are 3% - 10 days net 30. No **finance charge** will be added to the amount due if paid before the 30th day from date of invoice. A **finance charge** will be made on any balance of any account that is past due at the maximum legal rate of interest in Texas. The amount of **finance charge** for each month shall be added to the balance past due for the purposes of completing future **finance charges**. Payment shall be made to the Seller in U.S. Currency at its offices in San Marcos, Hays County, Texas.

Should the credit of Buyer in the judgement of the Seller, become impaired at any time, the Seller has the right to require payment in advance before making further shipments, and to demand immediate performance of the Buyer of all obligations imposed upon him by this agreement. **Full payment must be received by Seller within 30 days from date of invoice or all shipments will become C.O.D.**

This contract cannot be modified except by a writing signed by both parties to this agreement.

CONTINUED ON BACK

We are large enough to serve your every form requirement, yet small enough to care about each order.

TERMS AND CONDITIONS - (Continued) -

The Buyer bears the risk of loss of or damage to or destruction of the goods from the time of **shipment**. The Seller retains title to the goods until the Buyer pays the entire purchase price as specified plus an interest hereon. In addition to all other liens allowed by law, until full payment, the Seller reserves the right to enter on the premises where such property is located without legal process, and to remove the goods therefrom regardless of the manner of their attachment to the real estate or the terms of sale, mortgage, or lease of real estate.

Unless otherwise modified by any provision of this contract, it is expressly agreed that this contract shall be governed by the statutes and the common law of the State of Texas, including the Uniform Commercial Code as adopted and amended.

Orders regularly entered, whether verbal or written, cannot be cancelled by the Buyer except upon terms that will compensate the Seller against loss. Any experimental work performed at the Buyer's request, such as sketches, drawings, compositions, plates, press work, and materials will be charged for at current rates and may not be used without the consent of the Seller. Preparatory work such as sketches, copy, dummies, and all preparatory work created or furnished by the Seller, shall remain the Seller's exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to the determined by the Seller. Preparatory materials such as art work, type, plates, negatives, positives, and other items when supplied by the Seller shall remain the Seller's exclusive property unless otherwise agreed in writing.

Any claims for defects, damages or shortages of an order delivered must be made by the Buyer in writing within a period of ten (10) days after **shipment**. Failure to make such claim within the specified time constitutes an acceptance and admission that the order fully complies with the terms, conditions, and specifications required. The Seller's liability shall be limited to the state net price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). **All orders are sold F.O.B. Seller's dock and all freight claims must be made to the Freight Line by the Buyer.**

The Buyer shall indemnify and hold harmless the Seller from any and all loss, costs, expense, and damages on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against the Seller on grounds alleging that the work of Seller violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights except to the extent that the Seller has contributed to the manner. The Buyer agrees to, at the Buyer's own expense, promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against the Seller, provided that the Seller shall promptly notify the Buyer with respect thereto, and provided further that the Seller shall give to the Buyer such reasonable time as the urgencies of the situation may permit in which to undertake and continue defense thereof.

If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, or if collected by lawsuit or through the probate or bankruptcy court, or if any action of foreclosure be had hereunder, Buyer shall be liable for reasonable attorney's fees, collection expenses, court costs, and filing fees incurred by the Seller.

These terms and conditions expressly govern any debts owed by the Buyer to the Seller, or any transactions between the Buyer and the Seller.

The Seller, or any credit bureau or investigative agency employed by the Seller, is hereby authorized to investigate the references herein listed or statements or other data obtained from the Buyer or from any other persons pertaining to the Buyer's credit or financial responsibility. The Buyer has read and understands the foregoing indication of intent to enter into an agreement with Seller for the future purchase of goods and services from time to time. The Buyer also understands that upon acceptance of the application by the Seller, this document constitutes an agreement between the Buyer and the Seller for payments of debts owed to the Seller in return for the delivery of goods ordered or performance of services requested by the Buyer.

Amount of Credit Desired in any 30 Day Period \$ _____ Current business forms volume \$ _____ Mo. Yr.

The Above information is for the purpose of obtaining an open account with the company named below (referred to as Seller), and is warranted to be true by the undersigned applicant (referred to as Buyer). This application is subject to acceptance by the Seller. In the event that this application is accepted by the Seller, the following provisions constitute a contractual agreement between the Buyer and the Seller:

- A. The Buyer hereby requests the Seller to grant credit to the Buyer and in consideration of such credit agrees to pay all debts hereinafter incurred by the Buyer at the rate of interest herein described.
- B. The Buyer further agrees to comply with the Terms and Conditions printed in this agreement, and the Buyer's signature hereto warrants that he has read, understands and accepts those Terms and Conditions as printed.
- C. The Buyer represents that it is presently solvent and agrees to notify the Seller within ten (10) days of the occurrence of any event which renders it insolvent.
- D. The Buyer represents that it is financially able to meet any commitments it will make and will pay invoices according to the Seller's terms as follows: C.O.D. on the first order and 3% - 10 days - net 30 on future orders after approval of credit. The Buyer also expressly agrees to pay the maximum lawful rate of interest computed on any unpaid past due balance, which shall be added to the account until the account is paid in full. The Buyer also agrees to pay all collection fees, reasonable attorney fees and all other costs incurred for collection. The Buyer will pay all invoices at P.O. Box 1073, San Marcos, Texas 78667-1073. In addition, I/we do hereby assume full personal liability for all charges made to the above account. (If partnership, each owner must sign this statement before an account can be opened.):**
- E. Buyer agrees to make all payments within thirty (30) days from date of invoice.

BUYER: Date _____
 Firm Name _____
 Street Address _____
 City / State / Zip _____
 Telephone _____
 Signature(s) _____

I (We) individually and as officer(s) of the corporation, hereby accept the terms of this agreement.

PRINT YOUR NAME

Title(s) _____
 Home Address _____
 Phone No. _____
 S.S. # _____
 Driver's License # _____

SELLER:
The Seller hereby accepts this agreement:
 Firm Name _____ GULF BUSINESS FORMS, INC.
 Street Address _____ P.O. Box 1073, 2460 I.H. 35 South
 City / State / Zip _____ SAN MARCOS, TEXAS 78667-1073
 Accepted By _____
 Title _____
 Date _____
 Credit Limit _____

Please attach latest financial statement.

