



**Westamerica**  
Communications

**NOTIFICATION**  
*of*  
**TERMS AND CONDITIONS**  
*and*  
**CREDIT APPLICATION**

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# CREDIT APPLICATION

(Please Read Entire Application)

## TERMS DESIRED

- C.O.D.     Net 30 Days  
 Other \_\_\_\_\_

## COMPANY

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_  
Type of Business \_\_\_\_\_

## OWNERSHIP

- Corporation  
 Partnership  
 Proprietorship  
 Government  
Tax ID #: \_\_\_\_\_

## OWNERSHIP/PRINCIPALS

Name _____	Name _____
Title _____	Title _____
Home Address _____	Home Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Telephone # (____) _____	Telephone # (____) _____
Driver's License # _____ State _____	Driver's License # _____ State _____

Years in Business \_\_\_\_\_ at this location, which is:  Rented     Leased     Owned

If less than one year in any of the above, please explain: \_\_\_\_\_

Have You Ever Filed Bankruptcy?     Yes     No ... If "Yes," please detail on separate sheet

We expect our monthly credit requirements to be approximately: \$ \_\_\_\_\_

Please attach a copy of your most recent financial statement for credit limit in excess of \$5,000, or complete the following:

Annual Sales: \$ \_\_\_\_\_ Real Estate Value: \$ \_\_\_\_\_

Assets: \$ \_\_\_\_\_ Liabilities: \$ \_\_\_\_\_ Net Worth: \$ \_\_\_\_\_

## BANK REFERENCES

Bank _____	Bank _____
Address _____	Address _____
Contact _____	Contact _____
Phone # (____) _____ Fax # (____) _____	Phone # (____) _____ Fax # (____) _____
Acct. Type(s) _____	Acct. Type(s) _____
Acct. Number(s) _____	Acct. Number(s) _____
Line of Credit _____	Line of Credit _____
How Long at Bank _____	How Long at Bank _____

## TRADE REFERENCES

Company _____	Company _____	Company _____
Address _____	Address _____	Address _____
_____	_____	_____
Credit Line \$ _____ Date Open _____	Credit Line \$ _____ Date Open _____	Credit Line \$ _____ Date Open _____
Phone # (____) _____	Phone # (____) _____	Phone # (____) _____
Fax # (____) _____	Fax # (____) _____	Fax # (____) _____
Contact _____	Contact _____	Contact _____

## BILLING/PAYMENT DETAILS

Invoices Should be Sent to the Attention of: \_\_\_\_\_ at \_\_\_\_\_  
Contact for Past Due Amounts: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

# TERMS AND CONDITIONS OF SALE

1. TERMS OF SALE: NEW CUSTOMERS: 50% with order, 50% on delivery. ESTABLISHED CUSTOMERS ON OPEN ACCOUNT: Net 30 days or before from date of invoice. At the option of the Credit Manager terms may be changed from time to time. In the event it becomes necessary for Westamerica Communications to file suit to enforce payment of past due amounts, such suit may be brought in Los Angeles or Orange Counties, California, at the option of Westamerica Communications. Westamerica Communications shall be entitled to collection fees, actual attorney fees, court costs and interest at 18% per annum or other such legal maximum rate as is allowed on all amounts found to be due and payable. All purchases are deemed made and payment is due at the principal place of business of Westamerica Communications at Foothill Ranch, California.
2. Service charges of 1-1/2% per month will accrue on all unpaid amounts more than 30 days past due.
3. It shall be the Buyer's responsibility to verify the accuracy of the delivery or shipment upon receipt, and all claims of shortage must be made within 15 days of delivery or receipt. Such claims must be in writing.
4. Buyer acknowledges, guarantees and warrants to Westamerica Communications that the person signing this contract, any future invoices evidencing material purchased pursuant to this contract, any Financing Statement, any Bill of Lading, delivery ticket or receipt is a person authorized to sign the same. In the event the Buyer wishes to specify or limit persons in authority to order and purchase on their behalf, it shall be the Buyer's responsibility to submit and update such a list.
5. Financial statements, credit information, information supplied by Buyer or by others on Buyer's behalf, or agreements are a part of this contract. Any false or misleading information constitutes a fraudulent misrepresentation.
6. All promises of shipment or delivery are approximated as close as possible by Seller, but are subject to weather conditions, fires, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, mechanical breakdowns, shortages of fuel, water or other material, shortages of labor, action by any government agency, and any other cause beyond reasonable control of Westamerica Communications. In no event will Seller assume any responsibility for delays in shipments or delivery.
7. Even though an individual may have an approved "open account" with Westamerica Communications, the acceptance of any individual order and terms of payment on all sales and orders are subject to the individual approval of the Credit Manager of Westamerica Communications.
8. All sales are made pursuant to these terms and conditions. All orders are received with the understanding that they are placed under these terms and conditions.

I/We understand that all information provided herein is for the purpose of obtaining credit and such information will be handled in confidence. The undersigned has read and agrees to the above Terms and Conditions of Sale, as well as the Printing Trade Customs set forth on the reverse side.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Please Print Your Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***Resale  
Verification***

**Firm Name:** \_\_\_\_\_

**I hereby Certify**

that I hold a valid seller's permit No. \_\_\_\_\_  
issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

\_\_\_\_\_ and that the tangible personal property described herein which I shall purchase from:

**Westamerica Communications**

\_\_\_\_\_ will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: \_\_\_\_\_

Date: \_\_\_\_\_ Year: \_\_\_\_\_ Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ By and Title: \_\_\_\_\_

Address: \_\_\_\_\_

# PRINTING TRADE CUSTOMS

- 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, act 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 the 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 quote a job at the 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. Preparatory Materials.** Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by the provider shall remain the provider's exclusive property.
- 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 specifications. All such work will be charged at the provider's current rates.
- 9. 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 "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:
  - Proofs are not required by the customer
  - The work is printed per the customer's OK
  - Requests for changes are communicated verbally
- 10. 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 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.
- 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.** Overruns or underruns will not exceed 10 percent of the quantity ordered. The provider 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.
- 13. 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.
- 14. Delivery.** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. the 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 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 provider. 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 causes beyond the control of the provider. 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 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.
- 17. Outside Purchases.** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
- 18. Claims/Liens.** 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.
- 19. Liability.** (1) *Disclaimer of Express Warranties.* The 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 the dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.
- 20. Indemnification.** The customer agrees to protect the provider from economic loss and any other harmful consequences that might arise in connection with the work. This means 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:
  - Promptly notifies the customer of legal action.
  - Gives the customer reasonable time to undertake and conduct a defense.The provider reserves the right to use its sole discretion in refusing to print anything the provider deems libelous, scandalous, improper, or infringing on copyright law.
- 21. Storage.** The provider will retain intermediate materials used 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 an 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.
- 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 provider for any additional taxes paid.
- 23. 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 transmission.