



New Customer Application



Company:

Date:

Address:

City, State, Zip:

Phone:

Date Business Founded:

TAX ID No:

ACCOUNT PAYABLE CONTACT PERSON: _____
 Telephone No. _____

<u>Banking Information</u>				
Bank Name	Address	Phone #	Account #	
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	

<u>Principal Trade Creditors</u>				
Name	Address	Phone #	Contact	
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	

ENTITY TYPE:

Corporation Limited Liability Company General Partnership Limited Partnership Sole Proprietorship

OWNERS/PARTNERS/OFFICERS:

Names	Addresses
1. _____	_____
2. _____	_____
3. _____	_____

DDSEP, LLC dba Digital Marketing and Print Solutions ("DIGITAL") and CUSTOMER agree:

- Customer (Company identified above) provides the information in this New Customer Application and Agreement to obtain a business relationship and/or credit from DIGITAL. Customer represents and warrants that the information is true and correct, and that DIGITAL's decision to extend credit to Customer will be made in reliance upon these representations and warranties. DIGITAL may contact third party credit reporting agencies and all references provided by Customer to DIGITAL at any time to verify credit information. Customer also agrees that DIGITAL may reduce or revoke credit to Customer at any time without notice to Customer.
- DIGITAL shall provide services and materials to Customer in a good and workmanlike manner, at DIGITAL's customary prices and according to DIGITAL's customary production and delivery times for the type and amount of services and materials provided, unless DIGITAL agrees to other prices or production or delivery times. Neither party shall be liable for any delay or failure to provide services or materials due to an act of God, acts of war, riot, or civil commotion, an act of State, fire, floods, strikes, work stoppages, unanticipated materials shortages or equipment shortages or failures, or by any other occurrence of any other event beyond the control of either party.
- Customer warrants and represents that Customer is authorized to obtain DIGITAL's services and materials which Customer requests from DIGITAL. If Customer requests services and materials from DIGITAL on behalf of another party, Customer warrants and represents that Customer is authorized by the third party to obtain the services and materials which Customer requests from DIGITAL. Customer shall pay all taxes related to any order, unless Customer has provided DIGITAL with all information required by DIGITAL to show the tax-exempt status of any order. Customer shall pay DIGITAL its costs.
- Customer shall inspect all materials immediately upon receipt from DIGITAL. Within 48 business hours of receipt of any services or materials from DIGITAL, Customer must notify DIGITAL of any defective or incomplete services or materials, or customer waives all such claims. If the services or materials are defective or incomplete, Customer's exclusive remedies shall be for DIGITAL to correct or complete the services or materials within a reasonable time, and Customer shall provide DIGITAL a reasonable opportunity to do so, or, at DIGITAL's election, for DIGITAL to provide a refund to Customer for the amount charged for the services or materials provided which were defective or

incomplete. Neither party shall be liable to Customer for any incidental or consequential damages, or other loss or liability of any kind, including without limitation, lost income, lost time, or expenses incurred.

5. Customer represents that the material to be printed or reproduced is not copyrighted by any third party, and that no copyright notice has been removed from the materials. Customer also warrants that the material to be printed or reproduced does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. DIGITAL shall have the right to refuse to print or reproduce anything which DIGITAL, in its sole reasonable discretion, deems illegal, libelous, scandalous, improper or infringing upon copyright law, or rights of others.

6. DIGITAL, at its discretion, may receive and hold certain Customer materials, which includes any products prepared or provided by DIGITAL, or other materials provided to DIGITAL by Customer directly or through another material supplier. As to materials provided to DIGITAL by Customer directly, or through another material supplier of Customer, DIGITAL disclaims all responsibility to verify by inspection, counting or other method that the materials supplied by Customer or another material supplier are as represented by Customer or other material supplier. Customer assumes all risk of non-conformity, shortage, damage or loss of such materials. DIGITAL shall have no liability to Customer or any other party for any non-conformity, shortage, damage to or loss of Customer materials which are in DIGITAL's custody, unless such damage or loss is caused by DIGITAL's negligence. Customer elects to have DIGITAL take custody of such materials and Customer agrees that DIGITAL shall have no liability to Customer or Customer's material supplier, and Customer indemnifies DIGITAL against any claims of any material supplier of Customer relating to such materials. Customer acknowledges that no consideration has been or will be paid to DIGITAL for acting as custodian for such materials, and that DIGITAL is doing so solely as a courtesy to Customer.

7. DIGITAL EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY FOR A PARTICULAR PURPOSE OR WARRANTY OF SUITABILITY.

8. THE PARTIES AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, INJURIES AND EXPENSES (INCLUDING LITIGATION EXPENSES AND ATTORNEYS' FEES), INCLUDING CLAIMS BASED ON THE OTHER PARTY'S NEGLIGENCE, RELATED TO ANY CLAIM BY ANY THIRD PARTY REGARDING ANY SERVICES OR MATERIALS PROVIDED TO THE OTHER PARTY.

9. Payment is due upon invoice to Customer. Customer shall make payment when due. Payment shall be made at DIGITAL's office in Dallas County, Texas, unless DIGITAL elects otherwise. DIGITAL's acceptance of payment of any amount less than the full amount due shall not be a waiver of the remaining amount due. If any Customer payment becomes past due, DIGITAL shall have the right to retain possession of any Customer property in DIGITAL's possession, and DIGITAL may suspend performance on any work in process until payment required by DIGITAL is made. At DIGITAL's discretion a credit card may be accepted as a method of payment, however any credit card payment must be made within 3 business days of receipt of a correct invoice and no discounts (early pay or other) may be applied without the express written consent of DIGITAL.

10. The prevailing party shall pay all expenses, including without limitation, attorneys' fees and expenses, related to enforcing this Agreement or any legal rights which a party has against the other party.

11. This Agreement is to be performed in Dallas County, Texas.

12. If any provision of this Agreement is unenforceable, the remaining provisions shall be enforceable.

13. The person signing this Agreement for Customer, warrants that he/she has Customer's authority to do so, and represents that he/she has read and understands this Agreement.

14. This Agreement is the entire agreement between DIGITAL and Customer related to the services and materials to be provided by DIGITAL to Customer or to any third party at Customer's request.

CUSTOMER: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____