



AJ IMAGES, INC.
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Application for New Business Account

FIRM _____ HOW LONG IN BUSINESS _____
 CORPORATION PARTNERSHIP SOLE PROPRIETORSHIP D/B/A OR T/A

ADDRESS _____ YEARS THERE _____

CITY _____ STATE _____ ZIP _____ PHONE _____

FORMER ADDRESS IF LESS THAN 1 YEAR _____

CITY _____ STATE _____ ZIP _____

OWNER(S) NAME(S)	RESIDENCE		
	Street	Social Security#	
	City	State	Zip
	Street	Social Security#	
	City	State	Zip
BUSINESS BANK ACCOUNT(S)	ACCOUNT NO.	BRANCH ADDRESS	
		Street	
		City	State Zip
		Street	
		City	State Zip

I have authorized the bank(s) to release written information about the accounts listed on this form

CREDIT REFERENCES	ADDRESS		
	Street		
	City	State	Zip
	Street		
	City	State	Zip

In consideration for credit being extended by AJ Images, I or we acknowledge and agree to the following: (1) Payment for all work supplied by the company is jointly, severally, and unconditionally guaranteed within 10 days of date of delivery; (2) any charges unpaid after the above 10 days are to be increased by 1-1/2% per month; (3) any charges still outstanding after 90 days from date of delivery are subject to collection, and all collection or arbitration expenses and court costs, as well as attorneys fees incurred equal to 20% of such amount owed, will be borne by the purchaser; (4) title to all work shall remain with the company until all invoices and additional charges have been paid in full; (5) all claims, requests for adjustments, or notification of errors must be made in writing by certified mail within fifteen days; or charges are considered accepted; (6) this agreement shall apply to all current and future charges unless revocation is received by registered mail. In addition, I as an individual also hereby personally guarantee payment in full upon demand for all credit extended; (7) credit privileges may be withdrawn at any time without invalidating the terms of this agreement. (8) on all credit card charges there is a 3-1/2% handling/processing charge applied

No credit will be extended until this form is completed in full and references verified.

See terms and conditions on reverse side

PRINT NAME _____

SIGNED _____

Date _____

PLEASE COMPLETE:

- VISA AMERICAN EXPRESS
 MASTERCARD DISCOVER CARD

*SECURITY CODE: _____

EXPIRATION DATE: _____

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*The security code consists of 3-4 digits and is located on either the back of your credit card in the signature box or on the front above the last digits of the card.

AJ Images Terms and Conditions of Sale

AJ IMAGES is hereafter referred to as the company.

ALTERATIONS, or **AA's** (*Any additions or changes made by the customer to text, data or style specifications originally submitted to the company. Also called Author's Alterations.*) – No alterations to original material supplied will be made unless specifically ordered and marked on a layout of proof. AA's are not included in normal base rates and turnaround time. AA's will be charged for additionally at rates prevailing at the time of the alteration, and a new due date will be determined.

CANCELLATION/DELAY/WORK IN PROCESS – If the client or its representative cancels an order or withdraws material while work is in process prior to the completion of the end product, the company assumes no responsibility for the completion of the work and is entitled to compensation for all work completed at the time of cancellation or withdrawal. If work on an order is delayed by the client or its representative, a charge may be made by the company to compensate for additional costs caused by the delay.

CHARGES FOR WORK – Charges for work may be by job quotation, hourly rate, or unit price, at the discretion of the company, and will be billed as work is completed. Charges are considered accepted and due unless contested in writing within 15 days of receipt of invoice.

CLAIMS – All claims of, or claims resulting from defects, errors, shortages, or loss or damage of customer property must be made by customer in writing within 15 days of delivery of the respective part of an order or it shall be considered irrevocably accepted.

COLOR PROOFING – Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the printed job shall constitute acceptable delivery.

CONDITION OF COPY – Upon receipt of original copy or manuscript, should it be evident that the condition of copy differs from that which has been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

COPY – The company is not responsible for the quality or accuracy of the copy supplied by the client or its representative or its representative's agency. Neither is the company liable for any fixed, stipulated amount as "liquidated damages" should damage or loss occur to any original material furnished by the client or its representative. Copy or instructions that are incomplete, inaccurate, or poorly prepared will be accepted by the company at its discretion. Any costs incurred in making alterations to the work because of bad copy will be charged to the customer.

CUSTOMER-FURNISHED MATERIALS FOR PRINTING – Paper stock, inks, camera copy, film, color separations and other customer-furnished material shall be manufactured, packed and delivered to the company's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

CUSTOMER'S PROPERTY (*All copy, lasers, art, magnetic media, photographs, transparencies, materials, or supplies delivered by the customer to the company.*) – Customer's property is received and stored by the company without any liability for loss or damage from fire, water, theft, strikes, vandalism, Acts of God, or other causes beyond its control. All property used in producing work will be considered dead and disposable 30 days after completion of work unless subject to prior written agreement.

DELIVERY and SHIPPING (*Conveying of work to points or receivers designated by the customer.*) – All shipping and transportation charges are the responsibility of the customer. Delivery to a customer's designated representative, or to a common carrier, licensed trucker, or the Post Office shall constitute delivery and customer shall bear all risks of loss, delay, or damage thereafter. The company is not liable for any costs incurred as a result of late delivery, damage or erroneous contents. Unless otherwise specified, the price quoted is for a single shipment, without storage. F.O.B. local customer's place of business or F.O.B. company's platform for out of town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from customer to the company or from customer's supplier to the company, are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or his suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and the company cannot accept liability for storage based on supplier's tickets.

ELECTRONIC MANUSCRIPT – AJ Images Inc. will not be held responsible for the archiving and/or storage of files used in the production of any products produced.

ESTIMATE (*A non-binding preliminary projection of charges or job cost.*) – An estimate is an offer to perform work based upon information and specifications supplied by the client or its representative. Estimates not accepted within 30 days are subject to review. Estimates may be revised if the information and specifications for the job change. **QUOTATIONS** are statements of price for which specified work will be performed. Quotations are based upon current prices of materials and labor and are subject to change prior to acceptance of order.

INDEMNIFICATION (*Insurance and defense against third party suits.*) – The client or its representative agrees to indemnify the company against any expenses, costs, damages or attorney's fees resulting from claims or suits of copyright infringement, libel, invasion of privacy, civil rights claims, or similar actions. At the client or its representative's expense, the client or its representative shall agree to defend promptly and continue the defense of any such claim, demand, action or proceeding that may be brought against the company provided that the company shall promptly notify the

client or its representative with respect thereto and provided further that the company shall give the client or its representative such reasonable time as the situation may permit in which to undertake and continue the defense thereof.

LIEN (*The right to hold customer's property pending satisfaction of outstanding obligations.*) – All materials or property belonging to the customer, or the customer's customer, as well as the work performed, may be retained as security until all just claims against the customer are satisfied.

LIMITATION ON LIABILITY (*Restrictions on company's liability that are considered in determining price.*) – Without prejudice to other clauses herein, the company's maximum liability, whether by negligence, contract, or otherwise, shall not exceed the return of the amount paid by customer for the work in dispute; and under no circumstances shall the company be liable for special, indirect or consequential damages.

ORDERS (*Verbal or written requests for specific goods and/or services.*) – 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 company's control. Orders will be canceled only upon compensation for work already started and against any loss incurred in reliance of the order.

OUTSIDE PURCHASES (*Materials purchased to fulfill a customer's order.*) – All outside purchases will be charged for, based on cost and a mark-up for handling.

OVERTIME (*Work performed by employees in excess of the regular schedule.*) – All required overtime is charged for additionally, at the company's prevailing rates for overtime.

OWNERSHIP – Each end product produced by the company is the property of the client or its representative who ordered the product. All intermediate materials, including working mechanical art, type, negatives, positives, flats, plates, electronic data and separations originated by the company and used in the production of end products are the property of the company unless specifically agreed to in writing.

PAYMENT and LATE CHARGES – Payment is to be made in full within the period of the stated terms. Companies and individuals placing orders are jointly and severally liable for payment for all work performed. Any amount not paid when due shall bear interest at the rate stated on the invoice, from the due date until paid. Title to all work remains with the company until all invoices and additional charges have been paid in full. If payment is not made within stated terms, customer shall be personally liable for all costs incurred in collection, including all attorney's fees and court costs.

PRE-PRESS PROOFS (*Reproductions of text, composition and other graphic elements submitted for customer review.*) – Proofs submitted to a customer for approval must be returned marked "OK" or "OK with Alterations or Corrections", dated and initialed by the customer. Proofs not returned promptly may affect delivery data. If a revised proof is desired, a request must be made when the previous proof is returned. The company shall not be responsible for errors if the customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed the company to proceed without submission of proofs.

PRESS PROOFS – Unless specifically provided in the company's quotation, press proofs will be charged for at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of makeready. Loss press time due to customer delay, or customer changes and corrections will be charged at current rates.

SAMPLES – All pre-press samples will be charged at the prevailing rate unless otherwise arranged prior to production with the company.

SCHEDULES – Production schedules will be established and adhered to by customer and the company, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and Acts of God or other causes beyond the control of customer or the company. When production schedules are not adhered to by the customer, final delivery dates(s) will be subject to renegotiation.

STANDING MATERIALS – All materials used in the production of a job will be destroyed by the company once the job has been completed. Arrangements must be made in writing, in advance, to retain any of this material, either mechanicals, film or electronic data.

STORAGE – If requested by the client or its representative, electronic data can be stored (but will remain the property of the company if it is used in the production of the end product) for an additional period of up to one year, for an additional charge. Reasonable care shall be taken by the company to provide an appropriate storage environment. Integrity of stored electronic data cannot be guaranteed due to technological limitations of media and devices available.

TELECOMMUNICATIONS – Customer shall pay for transmission charges. The company is not responsible for errors, omissions, or extra costs resulting from faults in the telephone network or from incompatibility between the sending and receiving computers.

TERMS and TAXES – Terms are net 30 days from date of invoice unless specified otherwise. Interest at prevailing rates will be charged on overdue accounts unless otherwise specified. All applicable sales taxes will be added to invoice. For projects in effect for 90 days or more, completed work or work in progress can be invoiced prior to completion of the entire project.

TYPEFACES/SOFTWARE – The company is not responsible for any legalities not taken by its clients for the purchase of any typeface or software used in the creation of their jobs.