

TEL 301-341-4600

800-521-7325



2500 Schuster Drive  
Cheverly, MD 20781

## **PEAKE DELANCEY PRINTERS, LLC**

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Dear Client:

Peake DeLancey Printers, LLC is very pleased that you are considering using us as a supplier. We look forward to a long-term, mutually beneficial relationship.

In order to achieve this, we have attached our Certificate of Resale Form, Credit Application with Billing Instructions, and Printing and Credit Terms and Conditions of Sale. Please carefully read and complete the forms and sign where indicated.

Please Fax or Mail all pages to:

Fax 301.341.6541

Peake DeLancey Printers, LLC  
Attn: Accounting Dept.  
2500 Schuster Dr.  
Cheverly MD 20781

Thanks again for your consideration and cooperation.

# **CERTIFICATE OF RESALE**

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**Furnished under the District of Columbia Sales & Use Tax Acts  
State of Maryland Sales Tax Act  
Commonwealth of Virginia Sales Tax Act**

DATE \_\_\_\_\_

This is to certify that all tangible personal property and services purchased by the undersigned from you will be purchased for use as follows:

- 1) For resale as tangible personal property in the same form as received from you.
- 2) To be incorporated as a material or part of other tangible personal property to be produced by sale by manufacturing, assembling, processing or refining.

This certificate shall be applicable to any property purchased by the undersigned unless otherwise specified, and shall remain in force until revoked by notice in writing.

\_\_\_\_\_  
NAME OF PURCHASER (PLEASE PRINT)

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
TITLE

D.C. Registration No. \_\_\_\_\_ Virginia (State) Exemption No. \_\_\_\_\_

D.C. Specific Exemption No. \_\_\_\_\_ Local Virginia Exemption No. \_\_\_\_\_

Maryland Exemption No. \_\_\_\_\_ For \_\_\_\_\_  
(LOCALITY)

**NOTE: SELLER MUST PRESERVE THIS CERTIFICATE**

## CREDIT APPLICATION AND BILLING INSTRUCTIONS

Date \_\_\_\_\_

Firm \_\_\_\_\_

Firm Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Phone No. \_\_\_\_\_

Former (or Out of Town) Address \_\_\_\_\_

Invoices Mailed To \_\_\_\_\_

Do You Issue Purchase Orders  Yes  No

Other Special Instructions \_\_\_\_\_

Nature of Business \_\_\_\_\_ How Long in Business \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Trader \_\_\_\_\_ Dun & Brad. Rating \_\_\_\_\_

Names and Titles of Principals of Business (If Sole Trader, list Spouse)

NAME	ADDRESS
TITLE	CITY, STATE, ZIP
NAME	ADDRESS
TITLE	CITY, STATE, ZIP

Bank Name \_\_\_\_\_ Account No. \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE NO. \_\_\_\_\_

Trade References (If possible, list three Washington area firms)

NAME	ADDRESS	PHONE NO.
NAME	ADDRESS	PHONE NO.
NAME	ADDRESS	PHONE NO.

The information in this application is true and complete. I am authorized to obtain credit for our company and you may obtain references from any of the banks or other firms we have listed. I have read and agree to the terms and conditions on the reverse of this application.

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

**IF YOU ARE EXEMPT FROM SALES TAX, FILL OUT THE CERTIFICATE OF RESALE FACING THIS FORM.**

All the terms, conditions and provisions stated on the reverse side hereof constitute the binding sales contract when accepted by the seller. Any additional or different terms proposed by the buyer are rejected.

# PRINTING AND CREDIT TERMS AND CONDITIONS

1. **Cancellation:** Once an order has been placed by the customer ("you"), and accepted by Peake DeLancey Printers, LLC ("us"), it cannot be cancelled without our written permission and payment of the quoted price. Any written or oral proposal by us is valid only for thirty days from its date. A price quote may be modified by us either before or after the acceptance of the proposal, due to changes in the cost of materials.

2. **Experimental Work:** Experimental work performed at your request, such as sketches, drawings, composition, plates, presswork and materials will be billed to you at our current rates for this work and may only be used by you after payment of any charges for them.

3. **Preparatory Work:** Sketches, copy, dummies and all preparatory work created or furnished by us shall remain our property. No use of this material can be made by you except upon our written approval. Due to the special nature of this work, these charges will be in addition to any price previously quoted orally or in writing and you agree to pay these charges.

4. **Condition of Copy:** Estimates for work are based on the receipt by us of copy, film, tapes, disks or other input materials which meet our specifications. We reserve the right to change the price quoted for copy which deviates from this standard, unless otherwise specified in the estimate.

5. **Preparatory Materials** include artwork, type, plates, negatives, positives and other similar items supplied by us. These materials shall remain our property unless otherwise agreed to in writing.

6. **Alterations:** Alterations represent work performed in addition to the job specifications. Charges for alterations will be made in addition to any price quoted orally or in writing and you agree to pay those charges.

7. **Pre-press Proofs:** Proofs will be furnished to you with the original copy. Corrections must be made on the master set, which shall be marked either "O.K." or "O.K. with corrections" and signed by you. If you wish us to supply revised proofs, that request must be made at the same time. **WE WILL NOT BE RESPONSIBLE FOR ANY ERRORS IN THE FINAL JOB:**

- a. If it has been printed in accordance with your proof or your verbal instructions, or
- b. If you have not ordered a proof, or
- c. If you have instructed us to proceed without proofs

8. **Press Proofs:** Provided you are available at the press as the job is being made ready to run, we will provide you with an inspection sheet. However, press proofs are not included in any price quoted to you orally or in writing unless specifically stated included and a charge is made. If you later request a press proof, you agree to pay for it at our current rates. If you make changes or corrections to a press proof, you agree to pay us at our current rates for the costs incurred by us in making those changes and corrections, including lost press time.

9. **Color Proofing:** Because of differences between color proofing and production pressroom operation caused by differences in equipment, paper, inks and other causes, a reasonable variation in color between color proofs and the completed job shall be acceptable. Upon your request, we will supply special inks and proofing stocks to you at our current rates. Those charges are not included in any price quoted orally, nor in any written quote unless specifically stated; you agree to pay those charges for any color proofs requested.

#### 10. Over or Under Runs:

- (a) Over or under runs of 10% or less of the quantity ordered shall constitute acceptable delivery by us, unless otherwise agreed in writing. If you have specified guaranteed "no less than" delivery, overruns of 20% or less shall constitute acceptable delivery by us.
- (b) You agree to pay us for the actual quantity delivered within this tolerance.

11. **Customer's Property:** We cannot accept liability for loss to your property while it is in our possession. You agree to maintain insurance on all such property. If you wish us to obtain that insurance, you agree to pay us for the premiums for that coverage in addition to prices quoted by us.

#### 12. Delivery:

- (a) The price quoted orally or in writing is for a single shipment without storage, unless otherwise stated.
- (b) For customers located within the Washington Metropolitan area, delivery shall be F.O.B. your place of business.
- (c) For customers located outside of the Washington Metropolitan area, delivery shall be F.O.B. our shipping platform.

13. **Delivery Time:** We will adhere to the production and schedules supplied by us in writing. In the event of any delays occasioned by matters beyond our control, including war, civil disorder, fire, strikes, accidents, actions of the government or other civil authorities, or acts of God, you agree that the acceptable delivery will be extended by the length of the delay described above.

14. **Customer Furnished Materials:** If our proposal calls for you to supply paper stock, camera copy, film, color separations or any other materials, they must be manufactured,

packed and delivered according to our specifications. We reserve the right to charge you for any additional costs that we incur that result from defects in these materials or variations in the materials from our specifications. You agree to pay those charges in addition to any prices quoted orally or in writing.

#### 15. Payment and Credit Terms:

- (a) You agree to pay our invoices within thirty (30) days from the date of our invoice.
- (b) The extension of credit is subject to approval by us. We may require you to submit financial statements or additional credit information in order for us to approve your application.
- (c) In the event that you do not pay us according to the terms stated herein, then in addition to the amounts due us, you agree to pay us service charges of 2% per month (24% per annum) for any charges outstanding more than thirty days.
- (d) In the event that we are required to place your account in the hands of an attorney for collection, you agree to pay us attorney's fees of 20% of the amount then due.
- (e) If you place an order and we are unable to grant you credit, we may offer you the option of prepaying the total charges for any work ordered. We shall have no liability for direct or consequential damages that you may incur in the event that we cannot produce a job as a result of our inability to approve your credit. As security for payment of any sum that is due or becomes due under the terms of this agreement, we shall have the right to retain possession of any work in process, completed work, experimental work, preparatory work and materials, proofs and customer-furnished materials. You hereby grant us a security interest in those items pursuant to the Uniform Commercial Code. You also grant us an irrevocable power of attorney to execute any financing statements necessary to perfect that security interest.

16. **Liability:** Any claims by you of defective goods or shortages in quantities must be made to us in writing within fifteen days after delivery. If you fail to make such a claim within that period, that shall constitute an irrevocable acceptance and your admission that the materials we produced comply fully with the terms, conditions and specifications of our proposal. Our liability shall be limited to replacement of any defective goods and shall in no event include special or consequential damages, including lost profits. We shall have no liability for errors or omissions resulting from faulty facsimile or electronic transmissions.

17. **Indemnification:** You shall indemnify us and hold us harmless from any and all loss, cost, or damages on account of any and all claims, demands, actions or proceedings that may be instituted against us on any grounds arising from our performance of this agreement, including an allegation that our work violates any copyright or proprietary right of anyone or that the work contains any matter that is libelous or scandalous or invades any person's right to privacy or other personal rights. You agree, at your own expense, to promptly defend any such claim, demand, action or proceeding that may be brought against us. We agree to promptly notify you of any such claim in writing. In the event that we are required to defend such a claim or any portion of such a claim, you agree to reimburse us those costs promptly upon demand and those costs shall be deemed to be an additional charge due under the terms of this agreement. We may refuse to print anything that we deem to be libelous, scandalous, improper or that we believe may infringe on copyrighted material.

18. **Taxes:** Any prices quoted to you (either orally or in writing) are exclusive of sales, use or personal property taxes. You agree to pay all such applicable taxes unless you have previously furnished us with a valid Certificate of Resale. In the event that any taxing authority shall determine that the Certificate of Resale is not valid or is not applicable to a job, you agree to pay those taxes to the appropriate taxing authority whether or not they were included in the original invoice. In the event that we are required to pay any such sales taxes, you agree to promptly reimburse us for that payment.

19. **Storage:** We will retain intermediate materials until the finished goods have been delivered to and accepted by you. Upon your request, and provided that we have space available in our warehouse, intermediate materials can be stored for an additional period at an additional charge. You agree to pay those charges in addition to any prices quoted orally or in writing.

20. **Electronic Manuscript or Image:** It is your responsibility to maintain a copy of the original file. We are not responsible for accidental damage to media supplied by you, or for the accuracy of furnished input or final output. Until digital input can be evaluated by us, no claims or promises are made about our ability to work with jobs submitted in digital format. We assume no liability for problems that arise with digital input and any additional translating, editing or programming needed to utilize these materials shall be billed in addition to the price quoted orally or in writing.

21. **Outside Purchases:** Unless otherwise agreed in writing, all purchases from other suppliers that you request us to make will be charged in addition to the price quoted to you either orally or in writing.

22. **Jurisdiction:** This agreement is subject to acceptance by us in Maryland and shall be governed by the laws of the State of Maryland. You consent to the jurisdiction of the Courts of the State of Maryland to adjudicate any claims by us against you which may arise under this agreement.