

APPLICATION FOR CREDIT

Sales Rep: _____

Date _____

☐ New ☐ Update

Applicant Name _____	Type of Business _____	SIC Code _____
Billing Address _____	City _____	State _____ Zip _____
Shipping Address _____	City _____	State _____ Zip _____
Accounts Payable Contact Name _____	Ph: _____	Fax: _____
Email: _____		
Resale # _____	Fed'l ID#: _____	Credit Limit Request _____

No. Yrs. In Business _____	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Corporation	<input type="checkbox"/> Other _____
No Yrs. At This Address _____	<input type="checkbox"/> Own Bldg. <input type="checkbox"/> Rent	Dun & Bradstreet # _____
Other Company Names You Have Done Business Under _____		
<u>Owners/Officers</u>	<u>Home Address</u>	<u>Phone</u> <u>Title</u> <u>SS#</u>

Bank Name _____	Address _____	City _____	State _____	Zip _____
Name of Officer _____	Phone _____	Fax _____	Acct. # _____	

**TRADE REFERENCES (MINIMUM OF 4, NOT INCLUDING BANK REFERENCE, UTILITIES, FREIGHT OR LANDLORD.)
PLEASE INCLUDE FAX NUMBERS.**

Name _____	Name _____
Address _____	Address _____
City _____ St. _____ Zip _____	City _____ St. _____ Zip _____
Ph _____ Fax _____	Ph _____ Fax _____
Name _____	Name _____
Address _____	Address _____
City _____ St. _____ Zip _____	City _____ St. _____ Zip _____
Ph _____ Fax _____	Ph _____ Fax _____

APPLICATION FOR CREDIT AGREEMENT

This Application for Credit Agreement ("Agreement") is entered by the above-referenced applicant ("Applicant") in favor of Trojan Lithograph Corporation (as defined below).

Recitals

Whereas, Trojan Lithograph Corporation has extended, or is considering whether to extend credit to Applicant, solely to accommodate Applicant's desire to purchase the products or services of Trojan Lithograph Corporation ("Products") on an open account; and

Whereas, Applicant has agreed to enter into the Agreement as a material inducement for Trojan Lithograph Corporation to extend credit to Applicant, and to induce Trojan Lithograph Corporation to extend additional credit to Applicant in the future.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby agrees as follows:

Agreement

1. Trojan Lithograph Corporation, a Washington corporation ("Trojan"), and all affiliates and subsidiaries thereof. This Agreement shall apply to, and may be relied upon, by Trojan, or any assignee thereof providing products to Applicant for, or on behalf of, Trojan Lithograph Corporation.

2. Applicable Law. This Agreement and the rights of the parties hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

3. Collection Expenses. Applicant shall pay to Trojan Lithograph Corporation any and all costs and expenses, including attorneys' fees, incurred by Trojan Lithograph Corporation in protecting or enforcing the rights of Trojan Lithograph Corporation under the terms of this Agreement or the collection of amounts due to Trojan Lithograph Corporation for the sale of Products to Applicant, whether or not a lawsuit is commenced. Attorneys' fees shall include services rendered at arbitration, trial, and appellate levels, as well as services rendered subsequent to judgment and obtaining execution thereon. All such fees, costs, and expenses shall bear interest at a rate of eighteen percent (18%) per annum until paid in full.

4. Consent. Trojan Lithograph Corporation may utilize outside credit reporting services to obtain information on the Applicant.

5. Default. In the event any of Applicant's outstanding invoices have not been paid by the applicable due date, Applicant will be in material default of the terms of this Agreement and, Trojan Lithograph Corporation, at its sole discretion, may exercise its full rights and remedies as provided for in this Agreement.

6. Effective Date, Acceptance. This Agreement shall be effective upon its execution by Applicant and delivery to Trojan Lithograph Corporation. This Agreement shall be binding upon and inure to the benefit of Applicant and its legal representatives, successors, assigns and heirs.

7. Electronic Delivery. This Application and any signed agreement or instrument entered into in connection with this Application, to the extent delivered by means of a facsimile machine

or Internet mail in portable document format or similar format (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise (a) the use of Electronic Delivery to deliver a signature or (b) the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery, as a defense to the formation of a contract, and each such party forever waives any such defense.

8. Interest. Interest shall accrue on any unpaid balance due Trojan Lithograph Corporation at the rate of one and one-half percent (1.5%) per month from the date each invoice becomes past due.

9. Jurisdiction and Venue. Jurisdiction and venue for any action under this Agreement or any sale of product by Trojan Lithograph Corporation shall lie in King County, Washington.

10. Notices. Unless otherwise agreed in writing, all notices, requests, demands, or other communications provided for in this Agreement shall be sufficient if sent by in writing and sent by regular mail, postage prepaid to, (a) in the case of Applicant, to either the address set forth in this Agreement, or to the address set forth in the most recent invoice sent to Applicant, and (b), in the case of Trojan Lithograph Corporation, to the address set forth above.

11. Other Agreements. This Agreement shall not affect, change, diminish, or alter any additional rights that Trojan Lithograph Corporation may have pursuant to any other contract or other agreement heretofore or hereafter entered into between Trojan Lithograph Corporation and Applicant. No terms or conditions of purchase orders different from the terms of this Agreement will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Trojan.

12. Representation. Applicant represents, warrants, and certifies that all of the information contained in this Agreement and provided to Trojan Lithograph Corporation in connection therewith is true and correct in all material respects and, unless otherwise provided by Application, shall be true and correct upon each submission of an order for products or services to Trojan Lithograph Corporation.

13. Waivers. Applicant hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of credit extended, or other action taken in reliance hereon. This Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Trojan Lithograph Corporation of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by Trojan Lithograph Corporation. No waiver or indulgence by Trojan Lithograph Corporation as to any required performance or other obligation of Applicant shall be construed as a waiver of any right on any future occasion. Applicant acknowledges and agrees that the credit granted herein is solely for business purposes.

14. Terms and Conditions. All sales of Products shall be subject to the terms and conditions set forth at www.trojanlitho.com, as modified from time to time.

APPLICANT

By: _____

Name: _____ Title: _____

Date: _____