



The P.A. Hutchison Company
400 Penn Avenue
Mayfield, PA 18433
(570) 876-4560 (Phone)
(570) 876-4561 (Fax)

APPLICATION FOR CREDIT ACCOUNT

DATE _____

CHECK ONE: INDIVIDUALLY OWNED BUSINESS ___ PARTNERSHIP ___ CORPORATION ___ LLC ___ OTHER ___

NAME OF ACCOUNT

NAME			TELEPHONE	
ADDRESS		CITY	STATE	ZIP

BUSINESS INFORMATION

NATURE OF BUSINESS		DATE BUSINESS ESTABLISHED	FEDERAL I.D. NO.	RESALE TAX I.D.
PURCHASE ORDERS REQUIRED		ESTIMATED MONTHLY PURCHASES	ACCOUNTS PAYABLE CONTACT	
BUSINESS PROPERTY: OWNED		RENTED	MORTGAGED	PAYMENT PROCESSED FROM: INVOICES
				MONTHLY STATEMENT

BANK REFERENCE

BANK NAME		CHECKING ACCOUNT NUMBER		
CITY	STATE	PHONE	OFFICER HANDLING	

(MINIMUM OF 4 REQUIRED)

TRADE REFERENCES

(FILL IN ALL INFORMATION)

NAME	CITY	STATE	PHONE NUMBER	FAX NUMBER

OWNER OR PARTNERS OF CUSTOMER

FULL NAME		DATE OF BIRTH	TELEPHONE		SOCIAL SECURITY #	NAME OF SPOUSE			
HOME ADDRESS		CITY	STATE	ZIP	HOW LONG AT THIS ADDRESS?	YRS	RENT	OWN	BUYING
FULL NAME		DATE OF BIRTH	TELEPHONE		SOCIAL SECURITY #	NAME OF SPOUSE			
HOME ADDRESS		CITY	STATE	ZIP	HOW LONG AT THIS ADDRESS?	YRS	RENT	OWN	BUYING

CUSTOMER

Authorized Agent:

By: _____
 (Print Name and Title)

 Signature

The Company and the above-named Customer hereby agree that all services and purchases made on any account maintained for the benefit of the Customer by the Company, are subject to the Terms and Conditions hereinafter set forth:

TERMS AND CONDITIONS

1. All amounts due on any account maintained for the Customer are payable at 400 Penn Ave., Mayfield, PA 18433. The Customer agrees that all amounts due The P.A. Hutchinson Company ("Company"), are due and payable on the 10th day of the month following the invoice date. If any amounts on the account remain unpaid, then the Customer agrees that a service charge of 1.5% per month (18% per year) of the outstanding balance shall be added to the account and paid by the Customer. The Customer acknowledges that the goods and/or services purchased from Company are not payable in installments, but are payable in full as set forth in this agreement.

2. All purchases by Customer of goods and/or services from Company will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Customer's obligations to Company, all of which are incorporated herein by this reference.

3. For each purchase made by Customer on account maintained for it by Company, Customer shall be responsible and pay for any and all charges made on any such account, and Customer specifically warrants that each person who may make a charge on any such account has Customer's authority to do so. Failure to submit a written purchase order shall not in any way relieve Customer of any obligation created by this Application. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form used by Customer will apply to sales by Company to Customer.

4. In the event any account of the Customer with Company becomes delinquent, the Customer agrees to pay any and all costs, incidental to collection, court costs and all attorney's fees, contingent, hourly or otherwise, whether or not suit is actually filed, which are in any way related to such account and/or any purchase of goods or services by the Customer from Company.

5. The person whose signature appears below has authority from Customer to enter into this application on behalf of the Customer.

6. Customer agrees that it is solely responsible to Company for any and all charges made by Customer in anyone's behalf of or on any account maintained by Company for or on behalf of Customer.

7. Customer agrees that this contract may be amended and modified only if such amendment or modification is in writing, consisting of a single document signed and dated by both Customer and Company.

8. This agreement covers all property, merchandise, material or repairs, which Customer may hereafter acquire at any time from Company.

9. Upon approval of this Application, Company in its sole discretion, and notwithstanding any request of Customer, shall have the right to terminate Customer's credit privileges under this Application at any time without prior notice to Customer, except as otherwise provided by law.

10. Customer expressly agrees that Company shall not be responsible for any product nonconformity as to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery or unless Company is notified in writing of any such nonconformity within three (3) days of delivery, by certified mail return receipt requested.

11. The approximate initial amount of credit that Customer requires per month shall not be binding upon Company, nor shall Company incur liability by granting, reducing, increasing, or refusing such amount. Customer hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Company for the purpose of inducing Company to extend credit to Customer, and understands that Company intends to rely upon such information. Customer understands and agrees to be bound by the above terms and all invoices and other documents furnished by Company from time to time, all of which are incorporated herein by reference, and to advise Company of any material change in the information provided herein, including but not limited to, change of ownership, address or telephone number. Customer understands that Company will retain this Application whether or not it is approved. Customer hereby authorizes Company to check Customer's and Customer's principals' credit history and trade, bank and personal references (whether or not referenced in this Application) for customary credit information, to confirm the information contained on this Application, including but not limited to, sending a copy hereof to the trade and bank references, and to release information to other creditors regarding Customer's credit experience with Company.

12. **DELIVERY AND FREIGHT:** All prices are F.O.B. Mayfield, PA. Freight charges will be added to invoice totals. Delivery by Company to carrier shall constitute delivery to Customer.

13. **LIABILITY:** Company's liability is solely limited to replacement of defectively manufactured product. Company shall not be liable for any other claims, including, but not limited to: Damage or loss of Customer master tapes, art work or text (Customer is responsible for retaining an original copy of any and all materials delivered to Company by the Customer); loss, damage, or shortages attributable to a commercial shipper; any defect attributable to Customer's masters; incorrect or inaccurate text submitted by Customer; defects associated with the use of Customer's equipment; loss of business revenue or profit; interruption of business; or, costs incurred by a Customer without Company's prior

written approval.

14. **RISK OF LOSS:** Risk or loss, injury, or destruction of the goods shall be borne by Customer, and any such loss, injury, or destruction shall not release Customer from any obligation under this Agreement. In the event a shipment or any part of it is received in damaged condition, the Customer is responsible for filing a claim with the carrier.

15. **SHORTAGES:** Claims for shortages that are not attributable to a carrier are to be reported in writing to Company's customer care department within 30 days after receipt of shipment or the claim will not be allowed and Customer will be deemed to have waived such claim.

16. **DEFECTIVE MANUFACTURED PRODUCTS:** Company warrants its products to be free of manufacturing defects. Company will not be liable for any other defects or damages, including but not limited to, product damage by a carrier, or by the Customer in any form or fashion. Any product alleged to have been defectively manufactured shall be returned to Company within 30 days after the discovery of the defect, and Company shall review and analyze the returned product to decide the actual defects and the cause of it. Company shall not be responsible for any returns that have not been defectively manufactured, and Customer shall be responsible for obtaining the return of such product from Company. In cases where the product has been defectively manufactured, Company will, at its sole discretion, either issue a credit for the product and the original freight charge, or remanufacture the product and ship it to Customer, with freight prepaid, using the same shipping method as used with the original order. Although Customer may offer its customers a guaranteed sales program, or an option to return product for any reason or at any time, such offers are the sole responsibility of the Customer. Customer shall be solely responsible for all products returned under such offers or programs, except product determined by Company to be defectively manufactured under the above provisions.

17. WARRANTY OF MERCHANTABILITY/EXCLUSION OF OTHER WARRANTIES: Company warrants that the goods manufactured for Customer shall be merchantable within the meaning of the Uniform Commercial Code as adopted in the State of Pennsylvania. There are no other warranties, express or implied, including fitness for a particular use, except as specifically set forth herein.

18. **WARRANTIES OF MATERIALS:** Customer warrants that it is the sole owner and/or has the right to possession and use of all materials delivered to Company by or on behalf of Customer. Customer further expressly warrants that the materials delivered to Company do not in any way libel, slander, defame, violate or invade the right of privacy of any person. Customer further warrants that its use of the material and its delivery of it to Company for duplication do not infringe any copyright, patent, trademark or other proprietary right of any person, firm, or corporation. Customer also expressly warrants that the materials delivered to Company are not obscene, and do not violate state or federal laws. Company shall be under no obligation to inspect any materials delivered to it by Customer, nor make any inquiries regarding the same, and Company shall be entitled to rely on all representations and warranties made by Customer herein. Customer shall indemnify and hold Company harmless from all claims, liabilities, costs, attorney fees, and damages arising out of Company's disposition, publication, use, distribution, or exhibition of Customers' materials.

19. **INDEMNIFICATION:** Customer shall indemnify and hold Company and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with the publication, processing, use, distribution, contents, or exhibition of product manufactured by Company from Customer's materials, including without limitation any liability for libel, slander, defamation, invasion of privacy, or infringement of patent, copyright, trademark, or other proprietary right. Customer further agrees to pay all costs and attorney's fees incurred by counsel, selected by Company, in defending Company against any such alleged liability.

20. **RETURN OF MATERIALS:** Company at its option may, or on written demand of Customer shall, when all outstanding obligations of Customer to Company have been paid by Customer, return Customer's materials to Customer at Customer's expense. Company shall have no obligation to return to Customer any materials still in Company's possession one year after the date of completion of Customer's work/order.

21. **QUOTATIONS:** All written quotations provided by Company shall be valid for thirty (30) days after submission to Customer by Company unless otherwise stated. Verbal quotations are provided as a convenience and are not binding.

22. **CLERICAL ERRORS:** Customer and Company agree that clerical errors may be corrected at any point after they are discovered.

23. **TAXES:** Customer agrees to pay all applicable sales and use taxes on any products or services sold to Customer by Company.

24. NOTICES/NOTIFICATION: Any notices to Customer by Company shall be deemed to have been duly given when deposited in the United States mail, postage prepaid, to Customer at the address for Customer shown in Company records.

25. CREDIT APPROVAL: This Agreement is not binding on Company until accepted by Company. Customer and Guarantor do hereby waive notice of acceptance of this Agreement.

26. AUTHORIZATION: Customer and Guarantor do hereby grant Company authorization to obtain and/or review any consumer or commercial credit agency records, and to contact any credit references contained herein for the purpose of establishing and maintaining credit with Company. Company will hold all such information confidential. Customer and Guarantor agree to provide such additional financial data and/or documents that Company may reasonably feel are necessary.

27. DEFAULT: On default by Customer, Company shall have the option of refusing to perform further under this and any other existing agreement between the parties that Company may elect, and Company may rescind any agreements between the parties and hold Customer liable for all damages and losses occasioned thereby; or of reselling, at public or private sale, undelivered goods covered by this and any other existing agreement between the parties that Company may elect. Company shall not be liable to Customer for the difference between (1) the agreed price of the goods, plus all expenses and charges for the account of Customer specified in this Agreement and all expenses of storage and resale, and (2) the resale price of the goods.

28. RETURNED CHECKS: For any returned check regardless of reason for return, Customer agrees to pay a returned check charge of \$50.00.

29. REVOCATION: This Agreement shall continue in full force and effect until revoked in writing as hereinafter set forth, and shall cover all indebtedness incurred pursuant to this Agreement. Customer specifically understands that the account of the Customer may, from time to time, be paid in full, and a new indebtedness subsequently created, and Customer specifically agrees that this Agreement shall cover all such indebtedness. This Agreement shall be in effect until ten (10) days after the receipt by Company of a written notice, signed by an authorized officer of the Customer, revoking this Agreement and such revocation shall apply only to indebtedness arising from orders accepted by Company after this term (10) day period.

30. FORCE MAJEURE: Company shall not be liable for any delay in delivery of, or failure to deliver, any or all of the products or services ordered by Customer where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of supplies from ordinary sources, fire, flood, storm, accident, any act of God, or any other cause beyond the control of Company. Customer shall not be liable for failure to take delivery of the goods purchased under this Agreement where any of the above causes prevent carrier of Customer from accepting delivery on behalf of Customer. But, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under this Agreement as soon as is feasible. Performance by the other party shall be suspended and excused during any such delay or failure.

31. COMPLETE AGREEMENT/MODIFICATION: This Agreement is the entire agreement between the parties and all negotiations, discussions, representations, and other communications between the parties are merged herein. No modification may be made hereto except in writing and signed by the parties hereto; provided, however, that Company may modify this Agreement with either the Customer or the guarantor without the signature or consent of the other party, but such modification shall not be binding on the other party, except as otherwise provided herein.

32. GOVERNING LAW: This Agreement shall be governed and construed under the laws of Pennsylvania. The Customer further agrees that any suit, action or proceedings with respect to this agreement may be brought in Lackawanna County, PA, and the Customer specifically consents to the jurisdiction of any Court within Lackawanna County, PA, should Company be required to file any action to enforce and protect its rights under this agreement.

INDIVIDUAL CONTINUING GUARANTY

In consideration of the Company extending credit to Customer and for other good and valuable consideration hereby acknowledged as received, I (we) jointly and severally, hereby guarantee prompt payment to the Company all indebtedness now due and owing or which may hereinafter become due and owing to the Company by Customer, or to any other company or corporation controlled either directly or indirectly by the Guarantor(s). This Individual Guaranty is subject to the following terms and conditions:

This is a Continuing Guaranty and until revoked, shall cover further indebtedness of Customer, including indebtedness arising under successive transactions that either continue the indebtedness, or, from time to time, renew it after it has been satisfied.

The Guarantor(s) agree to be bound by each and every term and condition of the Application set forth above and those terms are specifically made a part of this Individual Continuing Guaranty.

This Guaranty shall continue for each Guarantor up until the time that Company receives a written Notice of Termination executed by the Guarantor(s) wishing to be relieved of any further obligation under this Guaranty.

Notice of acceptance of this Guaranty is waived.

The Guarantor(s) hereby agree that Company may proceed against the Guarantor(s) individually without first proceeding against the Customer in collecting any amount which may be owed under the Application set forth above.

The Guarantor(s) specifically agree to be responsible for all of Company's service charges, including interest at the rate of 1.5% per month (18% per annum) on the unpaid balance and costs, incidental to collection, court costs and all attorney's fees, contingent, hourly or otherwise, whether or not suit is actually filed on any account of Customer as set forth in the Application above.

This Guaranty shall not be affected, excused, modified or impaired by any release in full or part to any of the Guarantor(s), modification of the Terms and Conditions or the indebtedness of the Customer or release of any security.

Name

Name

Social Security Number

Social Security Number

Home Address

Home Address

City, State, Zip Code

City, State, Zip Code

Date

Signature

Date

Signature