



DOCUNET CORPORATION
2435 XENIUM LANE N
PLYMOUTH, MN 55441
763.475.9600
FAX 763.475.1516

CUSTOMER INFORMATION SHEET

LEGAL NAME _____ DBA _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ YEAR BUSINESS WAS ESTABLISHED _____

FAX NUMBER _____ E-MAIL ADDRESS/WEBSITE _____

LINE OF BUSINESS _____ NO. OF EMPLOYEES _____

(CHECK ONE): CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____ LLC _____

FEDERAL ID # _____ D & B # _____

BILLING ADDRESS (IF DIFFERENT THAN ABOVE) _____

LINE OF CREDIT REQUESTED _____ TAX EXEMPT NO. _____

(PLEASE COMPLETE ATTACHED TAX CERTIFICATE, REQUIRED IN STATES OF MN, CA, WI, TN, & IL)

PERSON TO CONTACT REGARDING PAYMENT OF INVOICES _____ PHONE _____

E-MAIL ADDRESS _____

OWNERS AND/OR OFFICERS ARE:

NAME _____ TITLE _____ SS# _____

NAME _____ TITLE _____ SS# _____

DO YOU ISSUE PURCHASE ORDERS? YES _____ NO _____

DO YOUR PURCHASE ORDERS INCLUDE A "DISCLOSURE" WHERE YOUR CLIENT IS FULLY RESPONSIBLE FOR PAYMENT? YES _____ NO _____
(PLEASE NOTE CONDITIONS OF SALE WHICH SUPERSEDE ALL PURCHASE ORDER DISCLOSURES.)

BANK _____
NAME _____ BRANCH _____

ADDRESS _____ PHONE NO. _____

OFFICER OR CONTACT _____ ACCOUNT NO. _____

CONDITIONS OF SALE AND/OR QUOTATION

All sales made by Docunet Corporation are subject to the Conditions of Sale and/or Quotation set forth on pages 3/4. All extended pursuant to this credit application is subject to such conditions of sale. Payment terms are net 30 with 1.5% per month service charge on balances over 30 days. Terms or conditions of any purchase order or other form issued by the customer, which are in addition to, modify, or are inconsistent with the Conditions of Sale and/or Quotation will not be binding upon Docunet Corporation unless agreed to in a separate writing executed by an officer of Docunet Corporation.

CONFIRMATION: As an authorized purchaser for the company named above, I hereby warrant and represent that the information provided herein is accurate and correct, that I have authority to execute this document, and that the company agrees to be bound by the Conditions of Sale and/or Quotation set forth on pages 3/4. I also authorize release of necessary credit and bank information to Docunet.

NAME & TITLE _____

SIGNATURE _____ DATE _____

The Docunet Corporation Credit Department must be notified in writing by Certified Mail, of any change in Legal Composition of the above Referenced Company.

DOCUNET CORPORATION

REFERENCES

TRADE REFERENCES:

Please list four commercial references (**including printing companies**) which you are currently using with Account balances at least equal to the amount of credit you are applying for. Please send financial statements if available. You may substitute your standard reference sheet that meets this criteria.

NAME OF CO. _____ CONTACT _____

ADDRESS _____ ACCT. # _____

CITY, STATE & ZIP _____

PHONE # _____ FAX # _____

NAME OF CO. _____ CONTACT _____

ADDRESS _____ ACCT. # _____

CITY, STATE & ZIP _____

PHONE # _____ FAX # _____

NAME OF CO. _____ CONTACT _____

ADDRESS _____ ACCT. # _____

CITY, STATE & ZIP _____

PHONE # _____ FAX # _____

NAME OF CO. _____ CONTACT _____

ADDRESS _____ ACCT. # _____

CITY, STATE & ZIP _____

PHONE # _____ FAX # _____

DOCUNET CORPORATION
CONDITIONS OF SALE AND/OR QUOTATION

1. GENERAL. All sales are made pursuant to these terms and conditions, notwithstanding the provisions of any purchase order or other commercial form of customer submitted to Docunet Corporation (hereinafter known as Docunet). Any terms or conditions of any purchase order or other form issued by the customer, which are in addition to, modify, or are inconsistent with these terms and conditions will not be binding on Docunet unless the customer and Docunet agree, in a separate writing, to such additions or modifications.

2. NATURE OF TRANSACTION. The parties agree that this transaction is a Commercial Transaction constituting the sale of goods and is subject to and shall be governed by the provisions of Article Two of the Uniform Commercial Code as it has been adapted and amended by the State of Minnesota, and modified by these Conditions of Sale and/or Quotation.

3. QUANTITY. Variations in quantity of 10 percent over or under ordered quantities shall constitute acceptable delivery and performance. Within this range, Docunet shall bill and the customer shall pay for the actual quantity delivered. Any exception to this condition must be communicated in writing by customer.

4. PAYMENT. Cash (or approved negotiable instruments, i.e. Cashiers check) at net 30 days from date of invoice. All other methods of payment must be approved in advance by Docunet Corporation Credit Department. Invoices not paid in full within 30 days from the invoice date will be subject to a service charge of 1.5% per month (18% per annum) or the maximum rate allowed by law, if less. Irrespective of any contrary language in customer's purchase order or any policy position of the American Association of Advertising Agencies, customer shall be liable for all invoices regardless of whether or not customer has been paid by its client or advertiser. In the event of default of payment – customer agrees to be responsible for Docunet's attorney and collection fees.

5. QUOTATION. A quotation not accepted within thirty (30) days is subject to review. All prices are based on material costs at the time of quotation.

6. ORDERS. Orders regularly placed, verbal or written, cannot be cancelled except upon terms that will compensate Docunet for all loss incurred in reliance on the order.

7. PRICE/CHANGES. The price set forth in the quotation is based upon the specifications detailed therein. Any changes to such specifications that require additional production time or other additional costs will be charged in addition to the price set forth in the quotation. Paper prices quoted are current. Increases in our cost of materials between date of quote and delivery date to Docunet plant must be added to quoted prices. Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

8. Sales and Other Taxes. Customer shall also pay any sales, use, or other taxes now or hereafter imposed by any federal, state, or local taxing authority upon or with respect to the sale, other than taxes imposed on net income or personal property taxes. In the event such taxes are not included in the invoice from Docunet, but are later determined or alleged to be due by a taxing authority, Docunet may pay such taxes and the customer will reimburse Docunet the amount thereof.

9. POSTAGE. For jobs that require mailing through the US Postal Service, Docunet will estimate postage costs prior to the mailing. Customer is required to pay postage to Docunet before the job will be mailed. A delay in the payment of postage by Customer, may cause a delay in the mailing of the job. Customer accepts responsibility for delays in mailing caused by lack of or delay in payment of postage.

10. DELIVERY. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation. Materials delivered from customer or its 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 Docunet cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first. All prices are FOB Minneapolis, unless specified to the contrary. Where, for the convenience of the customer, Docunet arranges for shipment and incurs freight charges, such freight charges shall be billed to the customer. In the event any freight company, or agent or trustee thereof, later asserts freight charges to be properly due in addition to those originally billed, the customer shall reimburse Docunet to the extent of such additional charges.

11. RESPONSIBILITY FOR SUBJECT MATTER. In furnishing copy for printing or mailing, the customer represents that such copy does not infringe upon any copyright, is not libelous, and does not otherwise violate the rights of other persons or entities or constitute a violation of any statute, law, ordinance, or governmental regulation of any kind. Customer agrees to indemnify and hold Docunet harmless from all losses, damages, and expenses, including attorneys' fees, which Docunet may incur or suffer as the result of any claims of such violation or alleged violation. If Docunet believes, in its sole discretion, that the content of customer's materials is in violation of this representation, Docunet may also refuse to print, mail, or otherwise perform this agreement without being in breach hereof.

12. PROOFS. Pre-press proofs shall be submitted with original copy. Corrections are to be made on "Master Set," returned marked "O.K." or "O.K. with corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. Docunet cannot be held responsible for errors under any or all of the following conditions: the work is printed per customer's O.K.; changes are communicated verbally; customer has not ordered proofs; customer has failed to return proofs with indication of changes; or customer has instructed Docunet to proceed without submission of proofs. Unless specifically provided in quotation, press proofs will be charged for at current rates.

13. FORCE MAJEURE. Docunet shall not be liable for delays or non-performance occasioned by causes beyond its control, including without limitation, acts of God, strikes, lockouts, fires, inability to obtain materials, breakdowns, delays of carriers or suppliers, and governmental acts and regulations.

14. LIMITATION OF LIABILITY. DOCUNET SHALL NOT BE LIABLE FOR ANY CLAIM, LOSS, INJURY, OR DAMAGE CAUSED BY DELAY IN ANY PERFORMANCE PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL DOCUNET'S LIABILITY FOR ANY MATTER OR THING WHATSOEVER, BASED UPON, RELATING TO, OR ARISING OUT OF THIS AGREEMENT, INCLUDING LIABILITY FOR NEGLIGENCE, INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF DOCUNET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. WITH RESPECT TO ANY DAMAGES WHICH ALLEGEDLY ARISE OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, DOCUNET'S LIABILITY SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO DOCUNET PURSUANT TO THIS AGREEMENT. IF DOCUNET FURNISHES TECHNICAL OR OTHER ADVICE TO THE CUSTOMER WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, THE CUSTOMER ASSUMES ALL RISK OF SUCH ADVICE AND THE RESULTS THEREOF, AND DOCUNET SHALL NOT BE LIABLE FOR SUCH TECHNICAL OR OTHER ADVICE.

15. CUSTOMER'S PROPERTY. Docunet will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer, while such property is in our possession. Docunet's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.

16. LIMITATION OF ACTIONS. No action regardless of form arising out of the transactions under this agreement may be brought by customer more than one year after the cause of action has accrued. All claims for alleged defects shall be deemed waived unless made in writing, along with samples demonstrating the complaint, within fifteen (15) days after receipt of goods. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that the materials fully comply with terms, conditions and specifications.

17. CONFIDENTIALITY. Docunet will maintain in confidence all information furnished to Docunet by customer provided that such information is identified, in writing, as confidential. Except to the extent necessary to enable Docunet to perform its obligations or to exercise its rights hereunder, Docunet will not make use of or disclose any of such information to any other person.

18. CUSTOM AND USAGE. No course of performance or any course of dealing or usage of trade shall vary the express terms hereof.

19. LIEN ON CUSTOMER PROPERTY. As security for payment of any sum due or to become due under the terms of the Conditions of Sale and/or Quotation, Customer grants Docunet a security interest in all paper and any other property owned by Customer and in Docunet's possession and all work in process and/or undelivered work. Docunet shall have a right to retain possession of, and shall have a lien on, all paper and any other property owned by Customer and in Docunet's possession and all work in process and/or undelivered work.

20. CUSTOMER ASSIGNED PRINT BUYER. Customer assumes financial responsibility for purchases, change orders, and job modifications made by their print buyer, selected print broker or advertising agency personnel. All additional charges associated with the production of a print project will be customers' responsibility. Customer is responsible for communication of such decisions made by print buyer, selected print broker or advertising agency personnel.

21. NON-WAIVER. No waiver by Docunet of a breach of any provision hereof shall be deemed a waiver of future compliance therewith.

22. PLACE OF SALE. This agreement is made and entered into in the State of Minnesota for goods, materials and services to be provided and sold by Docunet and purchased by customer in the State of Minnesota. This agreement shall be governed in all respects by the laws of the State of Minnesota and customer consents to the jurisdiction of the District Courts of the State of Minnesota for the litigation of any disputes arising hereunder.

23. LIMITATIONS OF WARRANTIES. Docunet warrants only title to the goods and their conformity to the specifications contained herein. Docunet makes no representation or warranty of any kind, express or implied, as to merchantability, fitness for particular purpose, or any other matters with respect to the subject matter of this agreement, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed.

24. DEFAULT. The following shall constitute a default under the Conditions of Sale and/or Quotation: (1) Customer breaching or failing to observe or perform any of its obligations pursuant to the Conditions of Sale and/or Quotation; (2) Customer becoming insolvent, dissolving, making an assignment for the benefit of creditors, or the filing of an involuntary or voluntary bankruptcy petition against it or by Customer; and (3) Docunet deeming itself, in good faith, insecure.

25. REMEDIES. In the event of default, Customer agrees to promptly cure the default. Upon default, Docunet can, at its option and without notice, demand immediate payment of all obligations under the Conditions of Sale and/or Quotation. In addition to cure of the default, Docunet has the discretion to determine if a deposit, prepay, or both, is warranted upon any default. If Customer fails to timely cure any default, Docunet may immediately, without notice, terminate all of Docunet's obligations under the Conditions of Sale and/or Quotation. In the event of default, Customer agrees to pay reasonable attorney's fees and costs of collection of Docunet.

26. COMPLETE AGREEMENT. THE TERMS AND CONDITIONS SET FORTH HEREIN SUPERSEDE ALL OTHER PROPOSALS, ORAL OR WRITTEN, AND ALL PREVIOUS NEGOTIATIONS, CONVERSATIONS, OR DISCUSSIONS BETWEEN THE PARTIES TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF DOCUNET HAS AUTHORITY TO BIND DOCUNET TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT WHICH IS NOT SET FORTH HEREIN, AND THAT ANY AFFIRMATION, REPRESENTATION OR WARRANTY WHICH IS NOT SET FORTH HEREIN SHALL NOT CONSTITUTE A WARRANTY.

