

For Internal Use Only			
New/Existing	Amt of First Order	Terms	Open Date
Salesperson	Price Level	Credit Card	Customer Code
Industry Code	Royalty Price Level	Compliance Customer?	Credit Limit

BILLING ADDRESS

Company _____

Address _____

City _____ State _____ Zip _____

A/P Contact _____

Phone _____

A/P Email _____

Resale # _____

***Resale Number (CA - attach resale certificate, if applicable)**

SHIPPING ADDRESS

Same as billing? YES NO

Company _____

Address _____

City _____ State _____ Zip _____

Buyer/Purchaser _____

Phone _____

Email _____

BANK INFORMATION

Bank _____

Address _____

City _____ State _____ Zip _____

Phone _____

Account # _____

Contact _____

D&B _____

OWNER/PARTNER INFORMATION

Owner/Partner _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

Tax Payer ID# _____

Would you like to receive special offers and announcements from PSG via email? Yes No

TRADE REFERENCES*

Name _____	Account # _____
Address _____	Phone _____ Email _____
City _____	State _____ Zip _____
Name _____	Account # _____
Address _____	Phone _____ Email _____
City _____	State _____ Zip _____
Name _____	Account # _____
Address _____	Phone _____ Email _____
City _____	State _____ Zip _____

***CUSTOMER MAY SUBMIT THEIR OWN BANK AND CREDIT REFERENCE SHEET. SIGNATURE IS STILL REQUIRED ON PSG FORM**

All the information I (we) have stated on this application is correct, and I (we) authorize Pro Specialties Group to make any inquiries to our bank or others about my (our) finances, credit and personal references they feel are necessary and provide information to others and permitted by law. In addition, I (we) agree to the terms and conditions on Page 2 of this application.

Authorized Signature **Printed Name** **Date**

CREDIT AND RETURNS POLICY

Defective products may be returned up to 30 days from ship date. Contact your Customer Service Representative for detailed instructions. All returns must have an approved RMA number clearly marked on the outside of the box. PSG's warehouse personnel cannot accept any returns made without an approved RMA number. Credit is issued based on Pro Specialties Group's terms and conditions. Any discrepancies in billing, shipping or receipt of goods MUST BE MADE within 30 days or claim(s) will not be honored. See Terms and Conditions Part 26 for more information.

TERMS AND CONDITIONS**THESE TERMS AND CONDITIONS ARE INTENDED TO CONFORM WITH THE ACCEPTED TRADE CUSTOMS OF THE
SPECIALTY ADVERTISING INDUSTRY AND ARE BINDING UPON THE PARTIES TO THIS TRANSACTION**

1. With the acceptance of this order, Customer agrees to pay the sales price and any excise, sales, use, occupational or other tax imposed upon the Seller in conjunction with this sale. Customer understands that any sales and/or freight quoted on this order is approximate, and is subject to change at final billing.
 2. Acceptance of this order is expressly limited to the terms and conditions set forth in this order form. Any terms and conditions contained in Customer's confirmation of this order which are inconsistent with this order are null and void. Customer's acceptance of the goods tendered under this agreement shall be deemed to be final and irrevocable.
 3. All purchase orders issued and executed by Customer represent full authorization for production of merchandise on this form order. Once Seller has received said purchase order, Customer is bound to all terms and conditions of Seller.
 4. Due to the nature of the various materials we use, we cannot guarantee exact PMS color matches.
 5. Seller has the right to determine what is camera-ready artwork. Normal set-up and screen charges apply to camera-ready artwork only. Extra charges may be incurred for artwork which is not camera-ready. Art charges will be billed at a rate of \$50 per hour (subject to change without notice) on designs for buildings, statues, sports art, etc. Seller shall provide Customer a copy of art for final approval. Art approval from Customer is required on all custom orders before production will begin.
 6. Due to the unique nature of custom imprinted advertising specialties, this order is not subject to cancellation or modification by Customer after Seller has begun the manufacture of the merchandise ordered herein.
 7. All orders subject to the approval of Seller's home office. Seller's representatives have no authority to collect cash or incur any indebtedness on behalf of Seller. Remittance shall be made payable only to the Seller and, with the exception of deposits, shall be delivered only to the Seller's home office.
 8. Prices, terms, and availability of merchandise subject to change without notice.
 9. As it is not always possible to imprint the exact quantity ordered, it is agreed by the customer that an overrun or underrun of not more than 10% of the ordered merchandise at the indicated price is acceptable as fulfillment of this order.
 10. All transaction charges associated with this orders are to be paid by Customer. The responsibility to the Seller ceases when goods have been delivered to transportation company, and it is agreed that the risk of loss and title to all goods thereupon passes to Customer. All claims for damage must be made to the carrier. However, it is agreed by Customer that Seller shall maintain the right to retake possession of the goods until full payment is made by Customer.
 11. Any past due accounts resulting in delayed payment of 30 or more days is subject to an interest charge of 1.5% per month (18% A.P.R.)
 12. It is agreed by the Customer that shipments may be made earlier than the date specified hereon, unless specifically stated on an order not to ship before a requested ship date. Shipment of the goods may be made at one time or in portions.
 13. Delivery of this order shall be contingent upon availability of materials and labor and Seller shall not be in default if failure to deliver is caused by strikes, act of God, riots, warfare, government laws or regulations, or any other condition beyond the control of the Seller.
 14. Customer, for the purpose of inducing Seller to extend credit, represents that Customer, is not insolvent as that term is defined in applicable state and federal laws.
 15. Any amount owing shall become immediately due and payable in the event of any sale, assignment or transfer of business ownership by Customer; or upon the occurrence of bankruptcy, assignment for the benefit of creditors, or attachment order issued against Customer; or upon Customer's refusal to accept the goods from the carrier.
 16. In an event of a default by Customer, the discontinuance of business operation, or the sale by Customer of the bulk of its assets other than in the usual course of business, Seller reserves the right, by written notice, to cancel this order without liability of Seller.
 17. In the event any legal action is necessary for the collection of the amounts due hereunder, Customer agrees to pay all collection expenses, attorney's fees, and court costs plus interest, at the legal rate, on the past due amount.
 18. If an outside collection agency is retained, all costs incurred will be added to past due amount. Customer agrees to pay all fees charged by hired agency including any additional charges as stated on line 17 above.
 19. In the event of any breach or repudiation of the government by Seller, Customer shall not be entitled to recover any incidental damages as that term is defined in the Uniform Commercial Code.
 20. Seller may assign his rights under this agreement in whole or in part and may delegate his duties under this agreement in whole or in part.
 21. All sketches, prototypes, dummies, artwork, tools, dies, and silkscreens made or altered by the Seller in conjunction with this order shall be the property of the Seller and may not be used for any purpose except as specified for this order without the permission of the Seller.
 22. Customer agrees to indemnify, hold harmless, and defend Seller for any claim or expense arising from the use of any artwork, picture or plate by Seller pursuant to directions or requirements of Customer as a result of any defamation, patent, trademark, copyright, or privacy infringement claim arising from the use of such artwork, picture, plate, or other descriptive material.
 23. No express warranty is given and no agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty not written on this order.
 24. Customer certifies that merchandise herein ordered is purchased for business reasons and is intended for distribution to customers, prospects, or employees
 25. Customer hereby consents to the jurisdiction of the courts of the City and County of San Diego, State of California, and of the United States District Court for the Southern District of California, in any action brought against is under the terms of this agreement and agrees that any summons and complaint commencing an action or proceeding in any such court shall be properly served if served personally or by registered mail at Customer's address set forth in this order, or such other address as Customer may provide in writing from time to time, any dispute and remedy shall be governed by the law of the State of California
 26. Customer will be responsible for all shipping costs associated with any return. Return product is subject to a 10% restocking fee, unless defective. Requests for returns must be made within 30 days of receipt of product. Special Orders, Close-out items, Clearance items, or products sold AS IS may not be returned.
- Custom products are final and are not eligible for returns, exchanges, changes or alterations, unless the products are damaged or defective upon arrival.
- You must return an item in the same condition as it was received, not used or altered in any way. You must also include, in the same condition as received:
- All original packaging, such as boxes, bags, tags and UPCs
 - All items included in a bundle