



FLEXO·ONE
creating flexo excellence

**COMMERCIAL CREDIT
APPLICATION AND
PURCHASE AGREEMENT**

FlexoOne LLC.
1305 South 630 East
American Fork, Utah 84003
801.349.FLEX

OFFICE USE ONLY

Customer No _____
Salesperson _____

CUSTOMER NAME _____ YEAR FOUNDED _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____ FAX _____

SALES TAX STATUS: TAXABLE NONTAXABLE Tax Exempt Number: # _____

This Business Is:

(Please complete all appropriate information)

Individual

NAME _____ Social Security _____ Owner Yes No

Partnership

(If more than two partners, please attach sheet with requested information)

NAME _____ Social Security _____ Owner Yes No

NAME _____ Social Security _____ Owner Yes No

Limited Partnership *(General Partner must read, complete and sign "Individual Continuing Guarantee")*

NAME _____ Social Security _____ Owner Yes No

Corporation

President _____ Controller or Accounts Payable Manager _____

PURCHASE AGREEMENT

FlexoOne, LLC and the above named Customer hereby agree that all purchases made on any account maintained for the benefit of the customer by FlexoOne, LLC are subject to the following terms and conditions:

1. All amounts due on any account maintained for the Customer are payable at 1305 South 630 East, American Fork, Utah 84003 The Customer agrees that all amounts due FlexoOne, LLC are due and payable no later than the end of the month following the date of any purchase made on the account. 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 FlexoOne LLC, are not payable in installments, but are payable in full as set forth in this Agreement.

2. In the event any account of the Customer with FlexoOne, LLC becomes delinquent, the Customer agrees to pay any and all collection costs, including 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 purchase of the Customer from FlexoOne, LLC.

3. For each purchase made by Customer on any account maintained for it by FlexoOne, LLC Customer shall submit to FlexoOne, LLC a written Purchase Order and 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 Purchase Agreement.

4. Person whose signature appears below has authority from the Customer to enter into this Agreement on behalf of the Customer.

5. Customer agrees that it is solely responsible to FlexoOne, LLC for any and all changes made by Customer in anyone's behalf on any account maintained by FlexoOne, LLC for or on behalf of Customer.

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

7. Customer has read and agrees to abide by the "Printing Trade Customs" printed on page three and four of this Agreement.

8. This agreement shall be governed and construed in under the laws of Utah. The undersigned further agrees that any suit, action or proceedings with respect to this Agreement may be brought in Salt Lake County, Utah, and the undersigned Customer specifically consents to the jurisdiction of any court within Salt Lake County, Utah should FlexoOne, LLC be required to file any action to enforce and protect its rights under this Agreement.

9. FlexoOne, LLC and Customer agree that a signed faxed copy of the Commercial Credit Application and Purchase Agreement shall have the same legal effect as a signed original Commercial Credit Application and Purchase Agreement. (If more than two partners, please attach sheet with requested information)

Date _____

Authorized Signature _____

Printed

Name _____ Title _____

Bank References

1. _____ Officer to Contact _____

Checking Account # _____

Savings Account # _____

2. _____ Officer to Contact _____

Checking Account # _____

Savings Account # _____

TRADE CREDIT REFERENCES

NAME	ADDRESS	PHONE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

INDIVIDUAL CONTINUING GUARANTEE

In consideration of FLEOXONE, LLC extending credit to _____ (Customer's Name) (Hereinafter referred to as "Customer") of FLEOXONE, LLC. and for other good and valuable consideration hereby acknowledged as received, I, (We)

NAME _____ Social Security _____ Owner Yes No

NAME _____ Social Security _____ Owner Yes No

jointly and severally, hereby guarantee prompt payment to FlexoOne, LLC of all indebtedness now due and owing or which may hereinafter become due and owing to FlexoOne, LLC by Customer, subject to the following terms and conditions:

1. The indebtedness guaranteed hereby shall include only that indebtedness incurred by Purchaser on or after the date set forth below.
2. This is a continuing guarantee, and until revoked, shall cover all 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.
3. The Guarantors agree to be bound by each and every term of the Purchase Agreement set forth above and those terms specifically made a part of this individual Continuing Guarantee.
4. This guarantee shall continue for each Guarantor up until the time that FlexoOne, LLC receives a written notice of termination executed by the Guarantor wishing to be relieved of any further obligation under this Guarantee.
5. Notice of acceptance of this Guarantee is waived.
6. The Guarantors hereby agree that FlexoOne, LLC may proceed against the Guarantors individually without first proceeding against the Customer in collecting any amounts which may be owed under the Purchase Agreement set forth above.
7. The Guarantors specifically agree to be responsible for all of FlexoOne, LLC service charges and collection costs, including attorney's fees, contingent, hourly or otherwise, whether or not suit is actually filed on any account of Customer as set forth in the Purchase Agreement above.
8. This Agreement shall be governed and construed in under the laws of Utah. The undersigned further agrees that any suit, action or proceedings with respect to this Agreement may be brought in Salt Lake County, Utah, and the undersigned Customer specifically consents to the jurisdiction of any court within Salt Lake County, Utah, should FlexoOne, LLC be required to file any action to enforce and protect its rights under this Agreement.

Date _____

Authorized Signature _____

Date _____

Authorized Signature _____



Office Use Only

Approved By _____ Date _____ Credit Limit _____

1. QUOTATION

A quotation not accepted within 30 days may be changed.

2. ORDERS

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.

3. EXPERIMENTAL WORK

Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.

4. CREATIVE WORK

Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

5. ACCURACY OF SPECIFICATIONS

Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials don't conform to the information on which the original quotation was based.

6. PREPARATORY MATERIALS

Art work, type, plates, negatives, positives, tapes, disks, and all other items supplied by the provider remain the provider's exclusive property.

7. ELECTRONIC MANUSCRIPT OR IMAGE

It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

8. ALTERATIONS/CORRECTIONS

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

9. PREPRESS PROOFS

The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K." or "Revised proof required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- proofs are not required by the customer;
- the work is printed per the customer's O.K.;
- requests for changes are communicated orally.

10. PRESS PROOFS

Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.

11. COLOR PROOFING

Because of differences in equipment, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

12. OVER-RUNS OR UNDER-RUNS

Over-runs or under-runs will not exceed 10 percent of the quantity ordered. The provider will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

13. CUSTOMER'S PROPERTY

The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

14. DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

15. PRODUCTION SCHEDULES

Production schedules will be established and followed by both the customer and the provider. In the event that production scheduled are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

16. CUSTOMER-FURNISHED MATERIALS

Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates.

17. OUTSIDE PURCHASES

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18. TERMS/CLAIMS/LIENS

Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications.

The provider's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

19. LIABILITY

1. Disclaimer of Express Warranties: Provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

2. Disclaimer of Implied Warranties: The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

20. INDEMNIFICATION

The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

1. Copyrights. The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction.

To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

2. Personal or economic rights. The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:

- promptly notifies the customer of the legal action;
 - gives the customer reasonable time to undertake and conduct a defense.
- The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

21. STORAGE

The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

22. TAXES

All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the provider for any additional taxes paid.

23. TELECOMMUNICATIONS

Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.



Utah State Tax Commission
Exemption Certificate
 (Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
Rev. 5/06

Name of business or institution claiming exemption (purchaser)		Telephone Number	
Street Address	City	State	ZIP Code
Authorized Signature	Name (please print)	Title	
Name of Seller or Supplier:			Date

The person signing this certificate **MUST** check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, Salt Lake City, UT 84134. Telephone (801) 297-2200, or toll free 1-800-662-4335.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
 Keep it with your records in case of an audit.

Sales tax account numbers with an "H" prefix are not to be used for tax-free purchases for resale or re-lease.

RESALE OR RE-LEASE

Sales Tax License No. _____

I certify I am a dealer in tangible personal property or services that is for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax on the proper cost thereof directly to the Tax Commission on my next regular sales and use tax return.

AGRICULTURAL PRODUCER

I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption.

COMMERCIAL AIRLINES

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

COMMERCIALS, FILMS, AUDIO AND VIDEO TAPES

Sales Tax License No. _____

I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

FILM, TELEVISION, VIDEO

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

MEDICAL EQUIPMENT

I certify the equipment or device checked below is prescribed by a licensed physician for human use.

- Durable Medical Equipment primarily used to serve a medical purpose, is not worn in or on the body, and is for home use only. (Sales of spas and saunas are taxable.)
- Mobility Enhancing Equipment primarily used to increase the ability to move from one place to another, is for use in a home or motor vehicle and is not used by persons with normal mobility.
- Prosthetic Device used to replace a missing portion of the body, to prevent or correct a physical deformity/malfunction or support a weak or deformed portion of the body. (Sales of corrective eyeglasses, contact lenses and dental prostheses are taxable.)

CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR RELIGIOUS AND CHARITABLE ORGANIZATIONS

I certify the construction materials purchased are on behalf of a public elementary or secondary school or religious or charitable organization. I further certify the purchased construction materials will be installed or converted into real property owned by the school or religious or charitable organization.

Name of school or religious or charitable organization: _____

Name of project: _____

ENERGY-RELATED EQUIPMENT

Sales Tax License No. _____

I certify the machinery or equipment leased or purchased will be used to create or expand the operations of a renewable energy production facility, a waste energy production facility, or a facility that produces fuel from biomass energy.

FUELS, GAS, ELECTRICITY

Sales Tax License No. _____

I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes.

MUNICIPAL ENERGY

Sales Tax License No. _____

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §§59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

POLLUTION CONTROL FACILITY

Sales Tax License No. _____

I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-2-123 through 19-2-127 and as explained in Tax Commission Rule R865-19S-83 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying machinery or equipment for this purpose.

LEASEBACKS

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.