



OVERTECH INC.

6125 Stadia Court Colorado Springs, CO 80915
(719) 634-5781 FAX (719) 634-5610
WWW.OVERTECHINC.COM

CONFIDENTIAL APPLICATION FOR CREDIT

Type or print except where signatures are required.

Date _____

Business Name _____
 Street Address _____
 City _____ State _____ Zip _____
 Billing Address (if different from above) _____
 Shipping Address (if different from above) _____
 Business Telephone _____ Business Fax _____
 Authorized Purchasing Agent(s): _____
 Purchase Orders are Required: Yes No
 Accounts Payable Contact-Name _____ Telephone _____
 Type of Business _____
 Sales Tax License # _____ State _____ City _____
 Established in 19____ as a :Corporation Partnership Limited Partnership Proprietorship
 Tax I.D.# or Social Security _____
 If Incorporated, City and State in which Incorporated _____
 Name and Address of Parent Company, if subsidiary _____

 Dun & Bradstreet Number: _____

OWNERS OR CORPORATE OFFICERS

Name _____ Title _____
 Home Address _____ Telephone _____
 Name _____ Title _____
 Home Address _____ Telephone _____

BANK REFERENCE

Bank Name _____ Telephone _____
 Address _____ City _____ State _____ Zip _____
 Officer in Charge of Your Account _____ Checking Account Number _____

TRADE REFERENCES - Preferably currently active.

Supplier _____ Telephone _____
 Address _____ City _____ State _____ Zip _____
 Supplier _____ Telephone _____
 Address _____ City _____ State _____ Zip _____
 Supplier _____ Telephone _____
 Address _____ City _____ State _____ Zip _____

COLORADO APPLICANTS

In compliance with Colorado law it is necessary that we have record of the State Sales Tax Permit Number of all of our customers located in Colorado to show that the merchandise has been purchased for resale. I hereby certify that I hold valid Sellers Permit Number _____, issued pursuant to the Colorado Sales Use Tax Law and I am engaged in the business of selling _____. That any tangible personal property which I shall purchase from Overtech Print, Inc. will be resold by me in the form of tangible personal property provided, however, that in the event that such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales Use Tax Law to report and pay tax measured by the purchase price of such property.

The above information is given to obtain an open charge account with Overtech Print, Incorporated. Payment of any obligation incurred as a result of purchases made pursuant to this credit application is unconditionally guaranteed by the undersigned individual. Purchases may be ordered by any authorized person as stated above.

Applicant further agrees to the standard terms of condition of sale printed on the reverse of this application.

Authorized Signature: _____ Date: _____
 Title: _____

STANDARD TERMS AND CONDITIONS OF SALE

1. **Acceptance:** This order is received by Overtech Print, Inc., on the following terms and conditions, which terms and conditions may not be varied or added to except by a writing signed Overtech Print, Inc.'s duly authorized representative. Any terms in Purchaser's order or confirmation which are inconsistent herewith shall not be binding upon Overtech Print, Inc.
2. **Terms:** All orders will be accepted at time of shipping and invoicing, and unless quoted for a firm fixed price will be billed at the price prevailing at the time shipment of the goods. The terms of payment will be set forth on the face of the invoice.
3. **Freight:** All shipments are F.O.B. from Overtech Print, Inc.'s place of business in Colorado Springs, Colorado unless, otherwise agreed upon in writing. All risk of loss or damage to the goods shall pass to the Purchaser upon delivery of the goods to a common carrier, whether sold with freight allowed or otherwise.
4. **Returned merchandise** will not be accepted unless prior authorization has been obtained from Overtech Print, Inc.
5. **Taxes:** All sales, excise or similar taxes which Overtech Print, Inc. may be required to pay or collect with respect to the goods covered by this order shall be paid by Purchaser, except as otherwise provided by law.
6. **Excuse:** Overtech Print, Inc., shall not be liable for failure to perform this contract by reason of strikes, fires, floods, unavoidable accidents, wars, delays in transportation, acts of God, or other causes beyond its reasonable control.
7. **Warranty and Exclusion of warranties:** All Overtech Print, Inc., products are subject to careful quality control throughout the manufacturing process and are warranted to be merchantable quality and free from manufacturing defects. Published materials and information concerning Overtech Print, Inc. products are based upon research which Overtech Print, Inc. believes to be reliable, but such material and information does not constitute a warranty. Because of the variety of possible uses for Overtech Print, Inc. products and the continuing development of new uses, the purchaser should carefully consider the fitness and performance of the product for each intended use and the purchaser assumes all risks in connection with such use. Overtech Print, Inc. shall not be liable for damages in excess of the purchase price of the products or for incidental or consequential damages.
8. All goods are produced in compliance with all applicable requirements of section 6, 7, and 12 of the Fair Labor Standards Act, as amended and or regulations and orders of the United States Department of Labor issued under section 14 thereof.
9. **Claims:** Purchaser shall give written notice to Overtech Print, Inc. of any claim for breach of warranty within thirty (30) days after receipt of the goods if the breach or defect in goods was or should have been discovered upon inspection of the goods; and Purchaser shall give written notice to the Company of any other claim for breach of warranty within ninety (90) days after it discovers or should have discovered such breach. Any remedy of the Purchaser against Overtech Print, Inc. shall be barred unless notice is given in accordance with the foregoing provision. All actions by the Purchaser for breach of warranty against Overtech Print, Inc. shall be brought within one year after the cause of action thereon accrues.

The liability of Overtech Print, Inc. for breach of warranty shall be limited solely to either the replacement of the goods or the return of the goods and repayment of the purchase price to Purchaser at Overtech Print, Inc.'s discretion: such remedy shall be the exclusive and sole remedy of the Purchaser against Overtech Print, Inc. Overtech Print, Inc. shall not be liable for any consequential or incidental damages suffered by Purchaser as a result of any breach of warranty.
10. **Litigation:** In the event that suit is brought against the Purchaser for copyright or patent infringement by reason of its use of any of the goods sold hereunder, Purchaser shall give notice in writing to Overtech Print, Inc. of such suit within ten(10) days after service upon the Purchaser of notice of such action. Purchaser agrees to hold Overtech Print, Inc. harmless for all costs and attorneys' fees in the event of such litigation.

The exclusive venue for any litigation arising out of this agreement shall be the District Courts for El Paso County, Colorado.
11. **Applicable Law:** This agreement shall be governed by and construed under the laws of the State of Colorado.
12. All artwork, plates, negatives, and tooling prepared for customer by Overtech Print, Inc. are the property of Overtech Print, Inc. unless special written agreements are made.
13. **Entire Agreement:** This agreement contains the entire agreement between Purchaser and Overtech Print, Inc. and shall not be varied or added to except by a further written agreement signed by Overtech Print, Inc.'s duly authorized representative.