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# CREDIT APPLICATION

4271 Gate Crest • San Antonio, Bexar County, Texas 78217  
San Antonio, Texas 78279-1260  
Ph: (210) 599-0400 • Fax: (210) 599-0440

Date \_\_\_\_\_

Legal Name	DBA (Trade Name)		
Street Address	City	St	Zip
Phone ( )			
P. O. Box	City	St	Zip
Fax ( )			

C Corporation    S Corporation    LLC    LLP    Individual/Sole Proprietor    Other

Date Business Started: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_ or SSN \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Purchase Order required?  Yes  No   Taxable  Yes  No (attach paperwork)

Officer Name	Title	Home Address	Social Security #

### COMMERCIAL BANKING REFERENCES

Name \_\_\_\_\_ Address \_\_\_\_\_

Officer \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Fax# ( ) \_\_\_\_\_ Account # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Officer \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Fax# ( ) \_\_\_\_\_ Account # \_\_\_\_\_

### TRADE REFERENCES

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Fax# ( ) \_\_\_\_\_ Account # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Fax# ( ) \_\_\_\_\_ Account # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Fax# ( ) \_\_\_\_\_ Account # \_\_\_\_\_

I certify that the above information is true and correct and that I am authorized to make this application for credit. In consideration of the extension of credit and establishment of a credit account, applicant acknowledges liability for payment of amounts due to The Watermark Group, Inc. (referred to as TWG) per their TERMS AND CONDITIONS as detailed on the reverse side of this form. If TWG takes action to collect any balance owing, applicant agrees to pay all reasonable costs and expenses incurred in collection including, but not limited to, reasonable attorney's fees, court costs, and interest thereon at the then maximum legal rate. By signing this agreement, applicant acknowledges payment will be made according to quoted terms on invoice. Signature also authorizes the release of credit information and bank information concerning our company that TWG may reasonably require. This includes information on depository accounts and any borrowing relationship we may have.

The undersigned hereby consent(s) to TWG's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) TWG to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

FOR OFFICE USE ONLY: Approved by \_\_\_\_\_ Title \_\_\_\_\_ Terms Approved: \_\_\_\_\_ Date \_\_\_\_\_

### PERSONAL GUARANTY

In consideration of credit extended to the above-listed Customer, the undersigned hereby guarantees and agrees to be personally liable for all indebtedness incurred by the Customer and guarantees the full and prompt payment to The Watermark Group of all indebtedness, and performance of all obligations or liabilities of the Customer now existing or hereafter created or arising. The undersigned further agrees to pay all expenses, including legal expenses, court costs, and attorney fees paid or incurred by The Watermark Group in endeavoring to collect such indebtedness or any part thereof or in enforcing this Guaranty.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Payments terms.** Customers hereby agrees that all amounts due for goods and services purchased from The Watermark Group are payable at its principal business office in San Antonio, Bexar County, Texas in full upon receipt of the invoice. The Watermark Group reserves the right at any time to revoke the credit extended to the customer if in its opinion the financial condition of Customer does not justify continuance of production or shipment on the credit terms specified, and in such event all subsequent shipments shall be paid for in advance or on delivery as designated by The Watermark Group.
2. **Late Charge.** In the event customer fails to pay the invoice price in full within thirty (30) days of the date of the invoice, customer may be charged an additional 1.5% of the unpaid balance of the invoice price for each month late (18% Annual Percentage Rate). This late charge is intended partially to compensate The Watermark Group for the additional collection effort and expenses caused by Customer's unexpected delay in payment.
3. **Delivery.** For Customers located in San Antonio, Texas and out of town Customers, delivery shall be F.O.B The Watermark Group platform. Unless otherwise specified, the price quoted herein is for a single shipment, without storage. Charges related to delivery from Customers or from Customer's supplier to The Watermark Group are not included in the price unless specified. Special priority pick-up or delivery will be provided at current rates upon Customer's request.
4. **Delay.** Mutually agreeable production schedules shall be established between The Watermark Group and Customer. The Watermark Group shall not be liable, however, for Customer's damages which results from failure deliver or delays in delivery occasioned by causes beyond it's control, including, with-out limitation, strikes, lockouts, fires, inability to obtain materials or shipping space, break-downs, delays of carriers or suppliers, and acts of God.
5. **Materials.** Materials furnished by Customer are to be within the limits and of the sizes published by The Watermark Group according to its standard tolerances for variations. Materials delivered by Customer or its suppliers are verified with delivery ticket only as to cartons, packages or items shown. The accuracy of quantities indicated on such tickets or quality of material received shall not be verified and The Watermark Group shall not be liable for shortage or improper quantity based on sup-pliers' tickets. Customer grants The Watermark Group a security interest in all materials furnished by Customer, including, without limitation, paper, art work, and film. All such materials shall remain in the possession of The Watermark Group until it is paid in full for all indebtedness of such customer. Such security interest shall be governed by the provisions of Chapter 9 of the Texas Business and Commerce Code and Customer grants authorization to The Watermark Group to pre-file or otherwise file UCC financing statements against Customer covering all materials furnished by Customer, including, without limitation, paper, art work, and film as deemed necessary by The Watermark Group. Customer and The Watermark Group agree that a facsimile of the Application and these terms and conditions may be relied upon by The Watermark Group as an original.
6. **Experimental Work.** Experimental work performed at Customer's request, such as sketches, design, art creation, drawings, com-position. film output, plates, press work and materials will be charged for at current rates, and will become Customer's property upon payment.
7. **Preparatory Work.** The Watermark Group shall perform sketches, copy, dummies, and all preparatory work requested by Customer for adequate compensation to be mutually determined by the parties. Upon full payment, such preparatory work shall become Customer's property. Customer shall not use the preparatory work nor any ideas obtained therefrom until full compensation is paid to The Watermark Group in such amount as deter-mined by The Watermark Group in its sole discretion.
8. **Condition of Copy.** The prices quoted will be based on the receipt of digital files that have all copy and images properly linked.. Digital files that do not have all files properly linked with all images, type and fonts included, requiring scans, design, composition and/or and any other preparatory work, as determined at The Watermark Groups' sole discretion, will be subject to additional charges by The Watermark Group.
9. **Proofs.** The Watermark Group will provide to the Customer PDF proofs for review and approval. Digital Blueines and/or Match- print Color Proofs are available at an additional charge. It is the Customer's responsibility to review all aspects of the proof for type, logo placement, trapping, and proper color matching. Corrections are to be made by the Customer on the proof copy returned marked "OK" or "OK with corrections" and signed by Customer. If revised proofs are desired, the request must be made at the time proofs are returned. The Watermark Group will not be responsible for errors if the work is printed upon Customer's OK., Customer's failure to return proofs with the indication of changes, or Customer's instruction to proceed without submission of proofs. An inspection sheet can be submitted for Customer approval, at no charge, provided the Customer is available at the press during the time of make ready. Any changes. corrections or lost press time due to Customer's alterations or delay will be charged for at current rates.
10. **Alterations.** Any work performed in addition to the original specifications as a result of alterations made by the Customer shall be charged at current rates and be supported with documentation upon request.
11. **Color Matching.** Due to difference in equipment, paper, inks and other conditions between color sample charts and production press room operations, a reasonable variation in color between color sample charts and completed job or between individual items in a completed job, shall constitute acceptable delivery.
12. **Quantity Compliance.** Orders will be considered complete upon delivery of a reasonable quantity over or under the amount specified in the order, such over-runs or under-runs not to exceed ten percent (10%) of the specified quantity. If Customer specifies a guaranteed delivery of no less than a stated amount, the percentage tolerance for over-runs shall be twenty percent (20%) of the specified quantity. The Watermark Group will bill Customer for actual quantity delivered within these tolerances.
13. **Risk of Loss.** For Customers located in San Antonio, Texas, the risk of loss for orders shall pass Customer upon delivery at Customer's place of business. For out of town Customers, the risk of loss shall pass to Customer upon delivery of the order to a common carrier at The Watermark Groups' platform. The customer shall bear the risk of loss for any materials delivered by it or by its suppliers to The Watermark Group. The Watermark Group shall not be liable for the loss or the damage of any Customer materials, including preparatory materials, in its possession.
14. **Limited Liability.** The Watermark Groups' liability shall be limited to the price of any orders and shall, in no event, include any lost profits, goodwill or other special or consequential damages of customers.
15. **Claims.** All claims for alleged defects in an order shall be deemed waived unless maid in writing and delivered to The Watermark Group within ten (10) days after receipt of the order by Customer. Customer shall afford The Watermark Group prompt and reasonable opportunity to inspect the order as to which any claim is made.
16. **Trademarks.** Customer shall hold harmless The Watermark Group from and suits, claims, losses, or other liability made against, or suffered by customer which arises from any claim of or infringement of patent, copyright, trade-mark or other proprietary right resulting from Customer's use of the merchandise sold to Customer by The Watermark Group.
17. **Warranties.** NO WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE BY THE WATERMARK GROUP. THE WATERMARK GROUP SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGED, DIRECTLY OR INDI-RECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.
18. **Acceptance.** Application for credit with The Watermark Group by customer constitutes acceptance of terms and conditions hereof.
19. The provision of this Agreement and the conditions of Sales shall comprise the full and entire agreement between The Watermark Group and customer. This agreement and these Conditions of Sale may not be changed, modified, or altered in writing executed by an authorized officer of The Watermark Group. Customers acknowledges that no representation contrary to or in addition to those contained herein have been made. Customer acknowledges that he is not entitled to rely upon and will not rely upon any alleged representations contrary to or in addition to those contained in this Agreement and these Conditions of Sale.
20. To the fullest extent allowed by law, customer waives the provision of the Texas Deceptive Trade Practices and Consumer Protection Act, Texas Business and Commerce Code, Section 17.41 et seq.