



CREDIT APPLICATION

Business Name: _____

- Corporation, Partnership, Individual, LLC checkboxes

Business Address: Street & No., City, State, Zip

Business Phone: _____ Fax Number: _____

Number of years in business: _____ Number of locations: _____ Tax ID# or SS#: _____

Partners or Individual Owning Business:

Table with 3 columns: Name & Title, Address, Telephone. Rows 1 and 2.

Person or Firm responsible for your Accounts Payable Name: _____

Phone: _____ Fax: _____ Email: _____

- Checkboxes for tax exemption, bank references, and payment terms.

ALL SALES MADE BY COMARK DIRECT ARE SUBJECT TO THE TERMS OF THIS CREDIT APPLICATION

1. All credit extended pursuant to this credit application is subject to such conditions of sale. General payment terms are net 10 with 1.5% late charge on balances over 30 days.

CONFIRMATION: Customer hereby warrants and represents that the information provided herein is accurate and correct; it has the power to execute and deliver this document; agrees to be bound by the terms and conditions of sale set herein; and has taken all necessary action to authorize the execution, delivery and performance of its obligations hereunder.

Signature _____ Date _____

Print Name & Title _____

PERSONAL GUARANTY

Whereas, I will directly or indirectly benefit from Comark Direct's sale of goods, materials and services to the "Customer", and in consideration of the extension of credit to the "Customer", I PERSONALLY and INDIVIDUALLY hereby unconditionally guarantee payment of whatever amount shall at any time be past due (including all expenses of collection, reasonable attorney's and/or collection fees) on any account of goods hereafter delivered or services performed by you for the "Customer".

Guarantor, Individually _____

Witness _____

SS# _____

Print Name _____

Address _____

EXHIBIT 1-CONDITIONS OF SALE

1. GENERAL. All sales are made pursuant to the terms and conditions set forth in this Conditions of Sale and any Comark Direct quotation, notwithstanding the provisions of any order or other commercial form submitted by Customer to Comark Direct. No terms inconsistent with these terms and conditions will be binding on Comark Direct unless the customer and Comark Direct agree in a separate writing called the Customer Alteration Form.

2. QUOTES. Price quotes, with the exception of paper, shall be firm and valid for 30 days.

3. NATURE OF TRANSACTION. The parties agree that this transaction is a Commercial transaction constituting the sale of goods and services and is subject to and shall be governed by the provisions of Article Two of the Uniform Commercial Code.

4. QUANTITY. Variations in quantity of 10 percent over or under the quantity agreed upon by the parties shall constitute acceptable delivery and performance. Within this range, Comark Direct shall bill and the Customer shall pay for the actual quantity delivered.

5. PAYMENT. Customer agrees to pay Comark Direct invoices within 10 days from the date of invoice. Invoices not paid in full within 30 days from invoice date may be subject to a finance charge of 1.5 percent per month (18 percent per annum) or the maximum rate allowed by law, if less.

6. COMARK DIRECT WORK PRODUCT. All of Comark Direct work product and preparatory materials connected with the services provided hereunder, including without limitation, artwork, sketches, copy, dummies, type and plates are the exclusive property of Comark Direct. Any and all uses of this work product must be approved by Comark Direct in writing.

7. PRICE. The price set forth in any 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 therein. All prices are FOB Fort Worth, Texas, unless specified to the contrary. Where, for the convenience of the Customer, Comark Direct arranges for shipment and incurs charges, such shipping and handling charges shall be billed to the Customer. In the event any freight company, or agent or trustee thereof, later asserts freight charges to Comark Direct, properly due in addition to those originally billed, the Customer shall reimburse Comark Direct to the extent of such additional charges. 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.

8. 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, or governmental regulation of any kind. Customer agrees to indemnify and hold Comark Direct, its affiliates, their officers, directors, agents and employees harmless from all losses, damages, and expenses, including attorney's fees, which Comark Direct, its affiliates, their officers, directors, agents or employees may incur or suffer as the result of any claim of such violation or alleged violations.

9. INDEMNIFICATION. The Customer shall at all times indemnify, defend, and hold Comark Direct, its affiliates and their employees, officers, directors, and agents harmless from any and all damages, losses, claims, attorney's fees, economic loss and any other harmful consequences that arise in connection with the work hereunder.

10. FORCE MAJEURE. Comark Direct shall not be liable for delay 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 regulation.

11. STORAGE. In the event Comark Direct stores Customer's materials, Comark Direct liability for any damage or loss to Customer's stored materials shall not exceed Comark Direct's replacement costs for such materials.

12. LIMITATIONS OF WARRANTIES. CUSTOMER AGREES THAT COMARK DIRECT WARRANTS ONLY TITLE TO THE GOODS AND

THEIR CONFORMITY TO THE SPECIFICATIONS CONTAINED IN ANY QUOTATION. COMARK DIRECT MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY SORT OF WARRANTY OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

13. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT COMARK DIRECT SHALL NOT BE LIABLE FOR ANY CLAIM, LOSS INJURY, LIABILITY, OR DAMAGE CAUSED BY DELAY IN ANY PERFORMANCE PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL COMARK DIRECT'S LIABILITY, WHETHER BASED IN CONTRACT OR TORT, INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY DAMAGES WHICH ALLEGEDLY ARISE OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT. COMARK DIRECT'S LIABILITY SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO COMARK DIRECT FOR THE WORK IN DISPUTE. IF COMARK DIRECT 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 COMARK DIRECT SHALL NOT BE LIABLE FOR SUCH TECHNICAL OR OTHER ADVICE.

14. LIMITATION OF ACTIONS/CLAIMS. Customer agrees that no action, regardless of form, arising out of the transactions under this agreement may be brought 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 (30) days after receipt of goods.

15. CONFIDENTIALITY. Comark Direct will maintain in confidence all information furnished to Comark Direct provided that such information is identified, in writing, as confidential.

16. LIEN ON CUSTOMER PROPERTY. As security for payments of any sum due or to become due under the terms of this agreement, Comark Direct shall have the right to retain possession of, and shall have a lien on, all paper and any other property owned by Customer and in our possession and all work in process and/or undelivered work.

17. CHANGES. Any changes by the Customer to their original specifications or copy, which require additional production time, will be subject to extra charges. No such work shall be performed until a Customer Alteration Form has been signed by both parties. Paper prices quoted are current as of the quote date. Any increases in our costs of materials between the date of Comark Direct quotation and delivery to Comark Direct plant shall be added to quoted prices. Comark Direct shall not be responsible for any errors, omissions, or extra costs resulting from faults in any electronic transmission.

18. NON-WAIVER. No waiver by Comark Direct of a breach on any provision hereof shall be deemed a waiver of future compliance therewith.

19. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of Texas. Customer consents to the exclusive jurisdiction of the courts of Tarrant County, Texas, and agrees that any legal action or proceeding arising under, or relating to, this agreement shall be brought in any state court located Tarrant County, Texas.

20. ASSIGNMENT. Neither party shall assign this agreement or its rights hereunder without the prior written consent of the other party, except to its subsidiaries and/or affiliates or the surviving entity of a merger or consolidation involving such party.

21. COMPLETE AGREEMENT. THE TERMS AND CONDITIONS SET FORTH HEREIN SUPERSEDE ALL OTHER PROPOSALS. NO MODIFICATION TO THIS AGREEMENT MAY BE MADE EXCEPT IN WRITING BY AN AUTHORIZED COMARK DIRECT REPRESENTATIVE.

INITIAL _____ Please initial

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.