



CONFIDENTIAL CREDIT APPLICATION

12650 Danielson Court, Poway CA 92064
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www.andersondirectmarketing.com

Please complete all applicable blanks. The information provided will be used to obtain credit and will be handled in confidence. The U.S. Postal Service does not extend credit, therefore postage must be paid in advance. The "Terms & Conditions" on page two is an integral part of this application and must be read and understood by the applicant.

Business Name: _____ Tel No. (____) _____

Mailing Address: _____
Street Address City State Zip Code

Physical Address: _____
Street Address City State Zip Code

Location owned: _____ or Leased/Rented: _____ Mortgage Co. or Landlord: _____

We have been established for _____ years under above name. At present location since _____

Type of business: _____

Type of Entity: Corporation _____ Partnership _____ LLC _____ Sole Proprietorship _____ Other _____

If Incorporated: State of Incorporation _____ Year _____ Federal ID Number _____ Parent Co. _____

In last 5 years, have you operated under other names: Yes _____ No _____

If yes, List name(s) & Location(s): _____

Are purchase orders required? Yes _____ No _____ Person(s) authorized to buy _____

Name of Person(s) in charge of accounts payable _____

List the principal owners, officers, partners or members:

(Name & Title)	(% Ownership)	(Street Address)	(City-State-Zip)	(Tel. No.)
1. _____	_____	_____	_____	(____) _____
2. _____	_____	_____	_____	(____) _____
3. _____	_____	_____	_____	(____) _____

List major vendors with whom you have open accounts with:

(Name & Title)	(Mailing Address)	(City-State-Zip)	(Tel. No.)
1. _____	_____	_____	(____) _____
2. _____	_____	_____	(____) _____
3. _____	_____	_____	(____) _____
4. _____	_____	_____	(____) _____

List all Bank References:

(Banking Institution)	(Account No.)	(Mailing Address)	(City-State-Zip)	(Tel. No.)
1. _____	_____	_____	_____	(____) _____
2. _____	_____	_____	_____	(____) _____

Have you ever filed for bankruptcy? Yes _____ No _____ *If yes, please include details on a separate sheet*
WE EXPECT OUR MONTHLY CREDIT REQUIREMENTS WITH ANDERSON DIRECT TO BE APPROXIMATELY: \$ _____

See page 2 for Terms & Conditions

Please make sure you sign and date page 2 of this form

TERMS & CONDITIONS

This agreement describes the terms and conditions between you (the customer and/or applicant) and T.G.T. Enterprises, Inc. d.b.a. Anderson Direct Marketing (Anderson Direct). By signing below, you agree to comply with such terms and conditions. **CREDIT TERMS:** Upon approval of credit, invoices are due in full thirty (30) days after the date on the invoice. In the event that you fail to pay the amount of each invoice in full within thirty (30) days of its date, Anderson Direct shall be entitled to a late fee/service charge of 1 1/2% per month (18% per annum), or such maximum legal rate as is allowed by law. You also agree to pay any and all collection expenses including attorney's fees, expenses, and costs should it be necessary to enforce collection of your account. You further agree that any and all claims arising out of or related to this Contract shall be governed by the laws of the State of California, without regard to the principles of conflicts of law, and any such claims, suits or filings may only be brought within the exclusive jurisdiction of the competent courts located in San Diego, California. Anderson Direct has the right to investigate all information submitted by you, the applicant for the purpose of verifying data provided. All information submitted by you solely on this application and for the purpose of securing credit from Anderson Direct and the financial data that is submitted herewith, accurately represents your financial condition, without material change, to this date. The Applicant/Customer hereby authorizes Anderson Direct to provide a copy of this Contract and/or application to any and all banks with which Applicant/Customer has or has had an account and authorizes any bank, credit or financial institution to provide Anderson Direct with any and all information with respect to Applicant/Customer's credit and banking history. **CLAIMS / LIENS:** Claims for defects, nonconformity, damages or shortages must be made by the customer in writing no more than ten (10) calendar days after delivery. If no such claim is made within 10 calendar days, the customer acknowledges that Anderson Direct's delivery and performance has been fully accepted, and has fully satisfied all terms, conditions and specifications. Failure to make a claim for defects, nonconformity, damages or shortages as specified above shall operate as a complete bar to recovery for such a claim. All sales are final. As security for payment of any amount due under the terms of this and any supplemental agreement, Anderson Direct has the right to hold and place a lien on all customer property in Anderson Direct's possession. The 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.

CANCELLATION: Orders may be cancelled by the customer at any time by providing Anderson Direct a notice in writing however, Customer is to compensate Anderson Direct in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the job/order.

ACCEPTANCE OF ORDER: The customer agrees that Anderson Direct may refuse service at any time for any reason, including but not limited to mailing, printing any copy, photograph or illustration of any kind that in Anderson Direct's sole judgment, is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, or which in Anderson Direct's sole judgment is an infringement on a trademark, or trade name, service mark, or copyright belonging to others.

MAILING LISTS: Customer's mailing list(s) in Anderson Direct's possession, for storage or otherwise, is/are the exclusive property of the customer and shall be used only per the customer's instructions. Customer shall provide Anderson Direct only with a duplicate copy of such list(s) and shall keep any and all originals in their possession. Anderson Direct assumes no responsibility for replacement of such lists in the event of loss by fire, vandalism, theft, or other such causes.

MATERIALS: Anderson Direct assumes in all estimates and quotations that the material provided by the customer will permit efficient handling on automated equipment, and meets equipment manufacturers' published specifications. Materials furnished by the customer that are within manufacturers' specifications, but which do not meet acceptable operating standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. Customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work, and a new delivery schedule may result. All direct mail handling and processing involves spoilage. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle customer's material with frugality and to prevent undue spoilage. Nevertheless, Anderson Direct cannot accept responsibility for shortages of material as a result of normal spoilage in processing. All material stock will be held and stored only at customer's risk, and the customer shall be responsible for insurance on their material. Customer's printer delivery tickets must accompany the material delivered to Anderson Direct, and must show the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity. Each carton or skid must have a quantity and sample clearly visible. Each skid must have only one material version, unless clearly marked and separated. Anderson Direct accepts customer's printer counts until processing, and assumes no responsibility for shortages discovered at the time of processing for mailing.

LABELS: Labels must be within equipment manufacturers' published specifications for the labeling equipment. Quoted prices assume that label placement will be in position most advantageous to production speed, or additional charges will be billed.

INSERTING SEQUENCE: Effort will be made to insert material in the sequence and facing the direction the customer requests, but quoted prices assume the most advantageous production speeds. Customer's specified sequence or facing may result in additional charges to the customer.

OVERAGES: The customer must advise Anderson Direct, in advance of the job, of the disposition of overages. Overages may be returned to the customer, stored, or destroyed. Storage and delivery charges will be added when applicable. Materials not returned to the customer will be automatically destroyed after 30 days, unless prior arrangements are made.

DELIVERY SCHEDULE: Anderson Direct will make every effort to meet scheduled delivery and mailing dates, but accepts no liability for failure to meet any requested delivery dates. In addition, Anderson Direct has no control over the U.S. Postal Service delivery schedules and cannot guarantee when mail deposited will be delivered by the U.S. Postal Service. Since the time element is an integral part of our business, quoted prices are based on a specific set of timetables for completion. Any requested deviation from the schedules described or agreed upon by both parties at commencement of order may alter the quoted price. Late material may affect the completion date of the order by a greater degree than the actual elapsed time the material is late.

FORCE MAJEURE: Neither party shall be liable or deemed to have breached this Contract by reason of any delay or failure in its performance arising from events beyond its control provided that the non-performing party promptly furnishes notice to the other party and resumes performance as soon as practicable. Such events shall include by way of example, but not limited to, acts of God, acts of war, terrorist acts, riot, epidemic, fire, flood or other disaster, act of government, including governmental regulations superimposed after the fact, air traffic control caused delays, strikes or lockouts, tele-communications failure, power failure, or failure of the either party's computer equipment. However, no force majeure event shall excuse Customer's obligation to pay for services or expenses incurred by Anderson Direct.

LIMITATION OF LIABILITY: Anderson Direct shall not, under any circumstances, be liable for special or consequential damages such as, but not limited to: (1) loss of profits, business, revenue or reputation; (2) cost of capital; (3) claims of customers of service interruptions. The remedies of the Customer set forth herein are exclusive. The liability of Anderson Direct arising out of or related in any way to any contract, negligence, warranty, mutual mistake or anything done in connection with the contract such as the performance or breach thereof, or from the provision of services, sale, delivery or resale of any services furnished under this contract shall be limited to the cost of remailing and/or reprinting the defective item(s) at issue to rectify an error or mistake made solely by Anderson Direct.

DELINQUENT ACCOUNT: Anderson Direct may, at its discretion, hold the customer's list or printing or other property against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date."

INDEMNIFICATION: Customer shall defend, indemnify and hold Anderson Direct harmless from and against any loss, damage, injury, liability and claims (including reasonable attorneys fees, costs and all expenses) resulting directly or indirectly from Customer's negligent or intentional act or omission, including without limitation, the provision of third party protected private information, intellectual property, proprietary or trade secret information and materials to Anderson Direct in violation of the rights of any third party.

SEVERABILITY: In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions or parts thereof will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties hereto and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the same subject matter. Any amendment or modification of this Contract or additional obligation assumed by either party in connection with this Contract will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

I/We understand that all information provided herein is for the purpose of obtaining credit and such information will be handled in confidence. I/We authorize our bank and our vendors listed to furnish Anderson Direct Marketing information necessary to complete their evaluation of our credit history. The undersigned has/have read and agree(s) to the Terms & Conditions as set forth on this page.

By: _____ Name of Company: _____
(Signature)

_____ Title: _____ Date: _____
(Owner, partner or principal of Company) PLEASE PRINT