



**Vivid Impact**  
...be brilliant.

**Vivid Impact**

10116 Bunsen Way | Louisville, KY 40299

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toll free 800.854.5665 | vividimpact.com



**PLEASE NOTE:**

Customer Information Sheets must be completed and returned to Vivid Impact at least three (3) days prior to receipt of initial orders to establish requested lines of credit and avoid delaying your order processing time.

Date \_\_\_\_\_

Account Executive \_\_\_\_\_

Customer Number \_\_\_\_\_

**Customer Information**

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Internet Address \_\_\_\_\_

Form of ownership:  Proprietorship  Partnership  Corporation  Government

Approximately how long has the business been in existence? \_\_\_\_\_ Federal ID# \_\_\_\_\_

**Billing Information**

Billing Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Tax Status:  Taxable  Resale  Exempt

Certificate No. \_\_\_\_\_ **Please Attach Certificate**

Acct. Payable Contact \_\_\_\_\_

Title \_\_\_\_\_

**Credit References**

For customers requesting credit terms, please list 3 vendors with contact names and phone numbers below:

Vendor	Contact	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Terms**

Net Payment due 30 days from date of invoice.  
Late Charge 1-1/2% per month on unpaid past due balances.

**Agreement**

Buyer acknowledges, and agrees that all orders are subject to the printing trade customs as published; by the Graphic Arts Council of North America. (See reverse side.) Buyer recognizes and agrees to Vivid Impact's payment terms and late charge policy. I, the undersigned officer/owner, do hereby certify that I am duly authorized on behalf of:

Company Name \_\_\_\_\_ to enter into this agreement.

Signature / Title / Date \_\_\_\_\_

Please Print Name \_\_\_\_\_

**Office Use**

Market Class \_\_\_\_\_ Sales Contact \_\_\_\_\_

SIC Code \_\_\_\_\_ Title \_\_\_\_\_

Initial Sale Amount \_\_\_\_\_ Phone No. \_\_\_\_\_

Maximum Credit \_\_\_\_\_ Fax No. \_\_\_\_\_

Credit Approval \_\_\_\_\_ E-Mail Address \_\_\_\_\_

## PRINTING TRADE CUSTOMS

*Trade Customs have been in general use in the printing industry throughout the United States and Canada for more than 65 years.*

- 1. QUOTATION:** A quotation not accepted within sixty (60) days is subject to review. All prices are based on material costs at the time of quotation.
- 2. ORDERS:** Orders regularly placed verbal or written, cannot be cancelled except upon terms that will compensate the printer against loss incurred in reliance of the order.
- 3. EXPERIMENTAL WORK:** Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until the printer has been reimbursed in full for the amount of the charges billed.
- 4. CREATIVE WORK:** Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by the printer, shall remain his exclusive property and no use of the same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by the printer, and not expressly identified and included in the selling price.
- 5. CONDITION OF COPY:** Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.
- 6. PREPARATORY MATERIALS:** Working mechanical art, type, negatives, positives, flats, plates, and other items when supplied by the printer, shall remain his exclusive property unless otherwise agreed in writing.
- 7. ALTERATIONS:** Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.
- 8. PRE-PRESS PROOFS:** Per-press proofs shall be submitted with original copy. Corrections are to be made on the "master set," and returned marked "O.K. with Corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proofs.
- 9. PRESS PROOFS:** Unless specifically provided in printer's quotation, press proofs will be charged at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of makeready. Lost press time due to customer delay, or customer changes and corrections will be charged at current rates.
- 10. COLOR PROOFING:** Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
- 11. OVER-RUNS AND UNDER-RUNS:** Over-runs or under-runs not to exceed 10% on quantities ordered, or the percentage agreed upon, shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If customer required guaranteed exact quantities, the percentage tolerance must be doubled.
- 12. CUSTOMER'S PROPERTY:** The printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer while such property is in the printer's possession; printer's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.
- 13. DELIVERY:** Unless otherwise specified the price quoted is for a single shipment, without storage, F.O.B. local customer's place of business or F.O.B. printer's platform for out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from customer to printer, or from customer's supplier to printer, are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or his suppliers are verified with delivery ticket as to cartons, packages, or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and the printer cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.
- 14. PRODUCTION SCHEDULES:** Production schedules will be established and adhered to by customer and printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government, or civil authority and acts of God or other causes beyond the control of customer or printer. Where production schedules are not adhered to by the customer, final delivery dates(s) will be subject to renegotiation.
- 15. CUSTOMER-FURNISHED MATERIALS:** Paperstock, inks, camera copy, film, color separations, and other customer-furnished material shall be manufactured, packed, and delivered to the printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.
- 16. TERMS:** Payment shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Claims or defects, damages, or shortages must be made by the customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.
- 17. LIABILITY:** Printer's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, printer shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

Originally formally promulgated, Annual Convention, United Typothetae of America, 1922.  
Updated and adopted by the Graphic Arts Council of North America, 1985.

### Member Organizations of GACNA



Printing Industries of America  
1730 North Lynn Street  
Arlington, Virginia 22209  
Phone: 703/841-8100

Graphic Arts Technical Foundation  
4615 Forbes Avenue  
Pittsburgh, Pennsylvania 15213  
Phone: 412/621-6941



National Association of  
Printing Leadership  
780 Palisade Avenue  
Teaneck, New Jersey 07666  
Phone: 201/342-0700

# PRINTING TRADE CUSTOMS

(continued)

## 18. INDEMNIFICATION

- 18.1** Customer acknowledges that that Vivid Impact is reliant on certain materials, sketches, diagrams, graphics and other information (the "Information") supplied by the customer during the design process, including that which may have been obtained by the customer from a third party. The customer warrants that any Information supplied is not the intellectual property of or subject to the rights of any party other than the customer. The customer shall indemnify and hold harmless Vivid Impact from any and all loss, cost, expense, an damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against Vivid Impact on grounds alleging that the use of said Information violates any copyrights or any proprietary right of any person or entity, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or their personal rights. The customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Vivid Impact, provided that Vivid Impact shall promptly notify the customer with respect thereto, and provided further Vivid Impact shall give the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.
- 18.2** Customer shall not be required to indemnify and defend Vivid Impact from third-party claims that any original art design, created exclusively by Vivid Impact, pursuant to this Agreement violates the copyright and trademark rights that any third-party may claim against the Vivid Impact designed product. Vivid Impact warrants that the design was developed and fabricated using all due reasonable commercial care and good manufacturing processes. Notwithstanding the foregoing, Vivid Impact will not be held liable for any claims arising from changes or alterations made to its designs by the customer or any other third party, or for any use other than as defined by the scope of work for the particular project produced by Vivid Impact. Further, Vivid Impact does not warrant the design for any particular purpose or anticipated result.
- 18.3** Should Information from a third party be required to complete a design project to the customer's satisfaction, and upon approval by the Customer, Vivid Impact will obtain such rights and permissions as are necessary for the reproduction or other use of said Information by both Vivid Impact and the customer. The cost from a third party for obtaining any necessary rights and permissions will be added to the cost of the project to the customer.

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