



New Account Application

4005 Olive Street Chino, CA 91710
PH: 909.591.0600 FAX: 909.591.0606

Firm Name _____ **Date** _____
Address _____ **Phone** _____
City _____ **State** _____ **Zip** _____ **Fax** _____
E mail _____
Type of Business _____ **Owned since** _____

ALL FIRST TIME ORDERS ARE PAYABLE UPON PLACEMENT OF ORDER, EITHER BY CHECK OR CREDIT CARD.

Visa **Name on Card** _____ **Phone** _____
 MasterCard **Card No.** _____ **Exp. Date** _____
 Am. Express **Address** (where card bill is received) _____
 Discover **E mail** (where you would like to receive credit card receipt) _____

Application WILL NOT be processed without credit card information.

Signed _____ **Title** _____
Signed _____ **Title** _____
Date _____ **Company** _____

Prepayment is due on all orders until application is approved. Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with our terms. Nusta Group reserves the right to bill Applicant's credit card for the full amount of products and services if terms are not met by the Applicant. Past due invoices are subject to a late penalty of 1 1/2% per month. Applicant agrees to pay reasonable collection fees (including attorney fees) plus late penalties in case of default.

The Applicant further acknowledges careful reading, understanding and agreement to the Terms and Conditions of Sale, which are printed on the reverse (or on subsequent pages if received via fax or as a pdf) of this document. A facsimile application received will be considered an original copy, and the Terms and Conditions appearing on the reverse shall be assumed as having been read and accepted. The applicant hereby authorizes and instructs any person, company or credit reporting agency to compile and furnish any information concerning the applicant and/or the company. Please allow 10 business days for approval of the application.

Office Use Only			
Billing Address _____			
P.O. No. <input type="checkbox"/>	Job No. <input type="checkbox"/>	Required on Invoice:	Person Ordering <input type="checkbox"/>
		Job Name <input type="checkbox"/>	
Credit Limit: _____	Salesperson: _____	Information Verified by: _____	



Terms & Conditions of Sale

- 1. Contracts/Quotations/Estimates/Payment** All orders placed with Nusta Group, either verbally or in writing, either by paper or electronic communication, are subject to these terms and conditions. A customer's awareness or lack of awareness of these terms and conditions does not affect their applicability. A quotation not accepted, by Customer, within 30 days may be changed by Nusta Group. In such situations where jobs as submitted for production do not match the bid specifications, a new bid will be provided with prices adjusted accordingly. Customer's failure to request or obtain a new bid based upon changed specifications does not preclude Nusta Group from charging adjusted rates. Prepayment is required on all orders unless otherwise specified, by Nusta Group, prior to order. Nusta Group reserves the right to bill the credit card associated with the credit card number, shown on the face of this application, if these terms are not met. A deposit or prepayment may be billed by Nusta Group on any order and without notice.
- 2. Orders/Bids** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond Nusta Group's control. Canceled orders require compensation for incurred costs and related obligations.
- 3. Experimental Work** Experimental or preliminary work performed at the customer's request will be charged to the customer at Nusta Group's current rates. This work may not be used without Nusta Group's written consent.
- 4. Creative Work** Sketches, copy, dummies, and all other creative work developed or furnished by Nusta Group are Nusta Group's exclusive property. Nusta Group must give written approval for all use of this work and for any derivation of ideas from it.
- 5. Accuracy of Specifications** Quotations are based on the accuracy of the specifications provided. Nusta Group can re-quote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
- 6. Venue** In the event of suit regarding this contract, the venue and jurisdiction therefore shall be in either the Superior or Municipal Court, as appropriate, of the County of San Bernardino, California. The parties agree and stipulate that the essential terms of this contract are to be performed in said County.
- 7. Electronic Manuscripts/Images** It is the customer's responsibility to maintain a copy of the original file. Nusta Group is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by Nusta Group, no claims or promises are made about Nusta Group's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. All artwork or designs and images must be provided in CMYK format. Nusta Group is not responsible for any color shift that occurs in conversions from RGB to CMYK color modes. All artwork, designs and images must be provided at minimum of 300 DPI. Nusta Group is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
- 8. Alterations/Corrections** Customer alterations include all work performed in addition to the original specifications. Any and all costs associated with alterations requested by the customer, at any stage of the production process, will be charged at Nusta Group's current rates.
- 9. Rights to promotion** Nusta Group reserves the right to use Customer's products in promotional materials and displays, unless otherwise informed in writing at the time of the order. All logos, designs, insignia, trademarks, etc., are shown for illustration purposes only and are not for resale, nor are they to be construed as product or brand endorsement by or for the trademark owner.
- 10. Withdrawal of order** Once placed, orders cannot be withdrawn by the customer without compensating Nusta Group for all costs incurred prior to withdrawal.
- 11. Prepress Proofs** Nusta Group will submit prepress proofs or soft proofs (low resolution proofs sent via email in a web friendly format) for the customer's review and approval. Corrections will be returned to Nusta Group on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. Nusta Group will not be responsible for undetected production errors if:
 - Proofs are not required by the customer
 - The work is printed per the customer's OK
 - Requests for changes are communicated verbally
 - Proofs are approved via email or other electronic means.
- 12. Press Proofs** Press proofs will not be furnished unless they have been required in writing in Nusta Group's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at Nusta Group's current rates.
- 13. Color Proofing** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between either color proofs or a Pantone® guide and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance. Any or all in a series of proofs, including but not excluding others, bluelines, digital color proofs, soft proofs, paper proofs, press checks, bindery checks, may be required by Nusta Group to ensure the accuracy or conformance to specifications of a job. Each is chargeable to the customer at Nusta Group's regularly established rates. **ERRORS IN PROOFREAD MATERIALS ARE THE RESPONSIBILITY OF THE CUSTOMER.**
- 14. Quality** Although Nusta Group strives to achieve excellence with every job, minor imperfections (including but not excluding others, hickies, minor color and/or density variations, errors in alignment and/or trapping) are an unfortunate reality of all printed materials and do not constitute an unacceptable order.
- 15. Overruns/Underruns** Overruns or underruns will not exceed 10 percent of the quantity ordered on runs greater than 500, 20 percent on runs of 101 to 500 and 40 percent on runs less than 101. Nusta Group will bill for the actual quantity delivered within these tolerances. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
- 16. Customer's Property** Nusta Group will not maintain fire and extended coverage on property belonging to the customer while the property is in Nusta Group's possession. Insurance coverage may be obtained if it is requested in writing and if the premium is paid to Nusta Group.
- 17. Delivery** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Nusta Group's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Nusta Group will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to Nusta Group or from the customer's supplier to Nusta Group are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
- 18. Production Schedules** Production schedules will be established and followed by both the customer and Nusta Group. No guarantees on the time completion of an order are implied unless specifically agreed to by the customer and Nusta Group at the time of the placement of the order. Nusta Group is in no way responsible for losses incurred by the customer due to missed deadlines, implied or perceived. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, failure of equipment or other cases beyond the control of Nusta Group. In such cases, schedules will be extended by an amount of time equal to the delay incurred.



19. **Customer-Furnished Materials** Materials furnished by customers or their suppliers are verified by delivery tickets. Nusta Group bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by Nusta Group. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Nusta Group is not liable for defects in paper, when supplied by Customer. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by Nusta Group without alteration or repair; items not meeting this requirement will be repaired by the customer or by Nusta Group at Nusta Group's current rates.
20. **Outside Purchases** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer are chargeable.
21. **Pornographic or legally questionable content** Nusta Group reserves the right to refuse to print any materials containing information or content Nusta Group deems inappropriate. Under no circumstances does Nusta Group assume liability for printing of inappropriate or illegal materials.
22. **Terms/Claims/Liens** Payment is cash in advance, unless otherwise specified by Nusta Group. Terms will be awarded on a per customer basis. Nusta Group reserves the right to bill the credit card associated with the credit card number, shown on the face of this application, if these terms are not met. A deposit or prepayment may be billed by Nusta Group on any order and without notice. All orders of \$3,000 or more will require a 50% down payment and 50% upon completion. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, Nusta Group and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Nusta Group's performance has fully satisfied all terms, conditions, and specifications. Nusta Group's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, Nusta Group has the right to hold and place a lien on all customer property in Nusta Group's possession. This 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.
23. **Liability** (1) *Disclaimer of Express Warranties.* Nusta Group warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. (2) *Disclaimer of Implied Warranties.* Nusta Group warrants only that the work will conform to the description contained in the purchase order. Nusta Group's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will Nusta Group be liable for specific, individual, or consequential damages.
24. **Indemnification** The customer agrees to protect Nusta Group from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold Nusta Group harmless and save, indemnify, and otherwise defend Nusta Group against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence. (1) *Copyrights.* The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold Nusta Group harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided. (2) *Personal or Economic Rights.* The customer also warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend Nusta Group in all legal actions on these grounds as long as Nusta Group: Promptly notifies the customer of legal action. Gives the customer reasonable time to undertake and conduct a defense. Nusta Group reserves the right to use its sole discretion in refusing to print anything Nusta Group deems libelous, scandalous, improper, or infringing on copyright law.
25. **Storage** Nusta Group will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. Nusta Group is not liable for any loss or damage to stored material beyond what is recoverable by Nusta Group's fire and extended insurance coverage. All materials used and paid for by the Customer remain the property of the customer. The customer may request any or all items for personal safekeeping.
26. **Taxes** All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse Nusta Group for any additional taxes paid.
27. **Telecommunications** Unless otherwise agreed, the customer will pay for all transmission charges. Nusta Group is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

