



Tuesday, October 17, 2006

We at Communication Graphics (CGI) are very excited about beginning our working relationship with you. Should you be interested in obtaining credit terms with CGI, please complete this credit application or supply your credit reference list with the following information.

- A. Please attach three credit references (one out-of-state) with which you do large volumes of business.
 - a. NOTE: Please do not include banks, landlords, utility companies, accountants, credit card companies, attorneys, or insurance companies.
 - b. Your references should be accounts in which you have Net 30 terms.

- B. Please complete and fax to your account executive or to CGI's credit manager at (918) 251-8223.

Customer Name: _____

Address: _____

Website: _____

Dun and Bradstreet # (if any): _____

TERMS AND CONDITIONS

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1. The terms and conditions stated in this document reference all prior written agreements and supersede all prior oral agreements between the Buyer and the Seller (Communication Graphics Inc.)
2. Buyer's execution of this agreement, acceptance of goods, and/or payments for goods purchased hereunder shall constitute acceptance of the terms and conditions cited herein.
3. Changes and/or cancellations must be submitted in writing to Seller. Revision/cancellation fees will apply based upon the stage of the job at the time of change/cancellation. A minimum fee \$150 for a standard order and a minimum fee of \$350 for an expedited order will apply. An order cannot be revised or cancelled after it has been produced. Changes made to an order in process could result in a later ship date.
4. An extra charge may be required to expedite an order to ship in less than normal production time and based upon availability.
5. Quantity of goods shipped may vary 10 percent above or below the quantity ordered unless otherwise specified on the job confirmation.
6. Seller shall not be liable for any error in formatting, size, color, spelling, or product layout if said error is present on product proofs issued to Buyer, unless Buyer informs Seller of said error within a reasonable time following receipt of the proof.
7. Seller shall not be liable for delays or inability to fill orders because of events beyond Seller's reasonable control, said events including but not limited to strike, fire, earthquake, war, or governmental act or order.
8. Buyer agrees that under no circumstances shall seller be held liable for buyer's loss of profits, loss of goodwill, consequential damages, or any other variety of damages in excess of costs invoiced to buyer for the goods sold hereunder.
9. Payment terms are indicated on the face hereof. If payment is not made as provided herein, Seller may (1) withhold future deliveries of goods until payment; (2) cancel this agreement; and/or (3) assess penalties, late fees, and/or interest in an amount not to exceed the maximum amount permitted by law. These remedies shall be in addition to any other remedy available to Seller under state or federal law. Acceptable forms of payment include American Express, Visa, MasterCard or company check. Personal checks are not accepted. A signed job estimate/confirmation will serve as approval to charge the buyer's credit card. The credit card holder must sign the job confirmation.
10. Payment is due at the commencement of a job unless credit terms have been approved. To apply for credit terms, complete a credit application and/or provide a Dun & Bradstreet number in advance of contracting the job. For orders that are prepaid, any remaining charges (shipping, dies, unders/overs etc.) will be invoiced/charged at the end of the job.
11. Shipment dates quoted by Seller are estimates only and not guaranteed. Buyer shall not be entitled to any reduction in price or other compensation of any kind for delay in shipping.
12. Delivery of goods sold hereunder is F.O.B. Broken Arrow, Oklahoma. All risk of loss or damage to goods shall be assumed by Buyer upon Seller's delivery of goods to the shipping carrier. Upon said delivery, Buyer shall make claims for damage, loss, or delays in transit exclusively against the carrier.
13. The terms and conditions of this sale shall be interpreted under the laws of the State of Oklahoma, and any suit under this agreement shall be brought in the courts of the State of Oklahoma.
14. Buyer shall inform Seller in writing immediately upon receipt (and no more than 90 days from receipt) of any goods not conforming to Buyer's "reasonable specifications" as defined on the face hereof as provided to Seller by Buyer. Seller warrants and agrees that the goods sold hereunder shall conform to Buyer's reasonable specifications as reflected in this document. Seller makes no other warranty, express or implied, regarding the goods.
15. Seller reserves the right to use all products in advertising, displays and as samples unless otherwise clearly specified in writing at the time an order is placed.
16. This agreement binds the parties and their respective successors, heirs, representatives, and assigns. Neither party shall assign this agreement without the prior written consent of the other party.
17. Goods sold to the buyer through Bill-in-Stock or Bill-and-Hold programs are considered sold to the buyer on the date of invoice.
18. Overs/Unders Digital: Small parts 240 square inches and under = 5% production overs/unders applies; Medium parts 241-900 square inches = 2.5% production overs/unders applies; Large parts 901 square inches or more = 1% production overs/unders applies; small quantities of 15 or less = 0% overs applies. Minimum order \$321.00.