

Thank you for your interest in establishing a credit account with bluemia. In order to initiate credit terms, please complete the enclosed credit application and fax to the attention of Accounting at (480) 317-0277 or email a PDF to the email address below. Upon acceptance, we will notify you of the terms and amount of credit issued.

Initial terms are Cash On Delivery (COD). Once credit approval is obtained, our standard terms are net 30 days. Certain situations, special orders, etc. may require minimum down payments. As a result, all amounts due will be based on the stated terms disclosed on each bluemia estimate(s) and/or sales order(s).

Again, thank you for your business. If there are any questions concerning this application or requested credit amounts, please call.

Sincerely,

Tony Maikut
Vice President - Finance
AR@bluemia.com

Note:

If you have internally prepared financial and credit information, feel free to attach those forms to this application.



The following information will be held in the strictest of confidence. Please fill out and fax to 480.317.0277.
Thank you.

COMPANY INFORMATION

Requested Credit Limit: _____ Expected Annual Purchases: _____

Date: _____ Company: _____

Phone: _____ Fax: _____

Street Address: _____

City: _____ State: _____ Zip: _____

EIN/TIN/SS#: _____ DUNS#: _____

Type of Entity: Individual Corporation Partnership Other (specify): _____

NAMES OF PRINCIPLE OWNERS, OFFICERS, ETC.

Name: _____ Title: _____

Name: _____ Title: _____

Kind of Business: _____ Years in Business: _____

BANK REFERENCE (if more convenient, attach your own bank and credit reference data)

Bank Name: _____ Phone: _____

Bank Name: _____ Acct. No: _____

City: _____ State: _____ Zip: _____

CREDIT REFERENCE (Please provide at least two)

Supplier: _____ Phone: _____

Street Address: _____ Fax: _____

City: _____ State: _____ Zip: _____

Supplier: _____ Phone: _____

Street Address: _____ Fax: _____

City: _____ State: _____ Zip: _____

By signing this Credit Application, in consideration for the extension of credit, you and (if applicable) the Company you represent, agree to be bound by bluemia's Standard Terms and Conditions, herein incorporated by reference to this credit application. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified herein.

Signature: _____ Date: _____

Print Name: _____ Company: _____



Standard Terms and Conditions

The following terms and conditions of sale constitute a part of all purchase orders for the sale of products or goods or services from BBCW Inc. dba bluemia™ (“bluemia”), and Arizona corporation, to Buyer, and are the only terms and conditions which apply to such sales, except those terms which relate to prices, quantities, delivery schedules, and the description and specifications of the goods or services set forth in the accompanying sales order or purchase order. bluemia hereby objects to and rejects any other terms or conditions. Buyer’s acceptance of bluemia’s products or goods constitutes its acceptance of the following terms and conditions.

Billing and Payment

Payments will be due upon the later of the date of delivery of the goods and services ordered, or the date and terms specified in bluemia’s invoice. bluemia reserves the right to assess service charges of one and one-half percent (1.5%) per month on overdue accounts. Price quotes may be exclusive of taxes, and Buyer agrees to pay applicable taxes, if any. In the event that any third parties are employed to collect any balances due the undersigned agrees to pay reasonable collection costs including attorney fees, and all costs of litigation incurred.

Design Approval; Changes

By executing this Standard Terms and Conditions, Buyer approves the design of goods or services. Any changes to the goods or services may require an increase in the price charged to Buyer and may require Buyer to execute a supplemental purchase order or sales order. Because of potential differences in equipment substrates, inks and other conditions between color proofing and production operations, a reasonable variation in color proofs and the completed goods or services will constitute a sufficient tender of delivery, entitling bluemia to full payment.

Acceptance of Products or Services; Delivery

Subject to any defective goods or services as described below, acceptance by Buyer of the goods or services will be Buyer’s determination that the goods or services are satisfactory to Buyer in all respects. All prices are F.O.B. bluemia’s warehouse. To the extent Buyer wishes for goods to be shipped to Buyer, bluemia will arrange for transportation of goods ordered by an appropriate means of transportation. From and after the time goods are delivered to carrier for transportation, Buyer will be responsible for risk of loss, theft, damage, or destruction of goods. Buyer will pay all transportation charges incurred after the goods are delivered to the carrier. Where Buyer furnishes special transportation instructions, any additional or special expenses will be exclusively borne by Buyer, including special handling, packaging, and additional freight charges.

Warranty/Defective Work/Repairs; Limitations of Remedies

Except as expressly provided for herein, Buyer accepts the goods or services in an AS-IS/WHERE IS condition. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. bluemia will repair or replace the goods or services, provided that such product or service is deemed defective by bluemia. Performance of such repair or replacement will be bluemia’s sole and exclusive obligation with respect to any defects in the goods or services, and Buyer’s rights to enforce such performance by bluemia will be buyer’s sole and exclusive remedy with respect to any defects in the goods or services in limitation of any contract, warranty or other rights, whether express or implied, that Buyer might otherwise have under applicable law. bluemia will not be liable for any consequential, incidental or special damages.

Indemnification

Buyer will pay all royalties and intellectual property license fees related to the goods or services, if any. Buyer will pay for any trademark, patent or copyright fees associated with the goods or services. Buyer will defend, indemnify and hold harmless bluemia, its officers, directors, shareholders, employees, agents and affiliates from any and losses, costs, expenses liabilities, claims or damages (including attorney’s fees, expert fees and court costs) arising out of any and all suits or claims for infringement of any patent rights relating to equipment or materials incorporated in the goods and services.

Choice of Law and Forum

All transactions between Buyer and bluemia, and any matters arising from or as a result of the sale of bluemia’s goods or services, will be governed by Arizona Law, without regard to conflict of law principles. Jurisdiction will be exclusively in the state or federal courts of the State of Arizona, and the parties hereby agree to personal jurisdiction and venue in such courts.

Signature: _____ Date: _____

Print Name: _____ Company: _____

