



5971 Product Drive
Sterling Heights, Michigan 48312
(800) 334-3676
Fax (586) 264-6291

Cust. _____
PO # _____

Intelligent Communication

DATE	<input type="checkbox"/> NEW <input type="checkbox"/> EXACT REPEAT JOB # NC- _____ <input type="checkbox"/> CHANGE REPEAT JOB # NC- _____	JOB DESCRIPTION

1. QUANTITY	2. COLOR OF PLASTIC	3. SIZE OF PLASTIC	
_____ OVERRUN <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> WHITE "STANDARD" <input type="checkbox"/> OTHER _____	<input type="checkbox"/> 3 3/8" x 2 1/8" - STANDARD <input type="checkbox"/> 3 3/8" x 2 1/8" - SLOTTED LONG END <input type="checkbox"/> 3 3/8" x 2 1/8" - SLOTTED SHORT END <input type="checkbox"/> 3 3/8" x 2 1/8" - 2UP KEY TAG <input type="checkbox"/> 3 3/8" x 2 1/8" - 3UP KEY TAG	<input type="checkbox"/> 3 3/8" x 2 1/8" - MAG STRIPE LOCO (300 OERSTEADS) <input type="checkbox"/> 3 3/8" x 2 1/8" - MAG STRIPE HICO (2750 OERSTEADS) <input type="checkbox"/> 4" x 2 9/16" - ROLODEX CENTER TAB <input type="checkbox"/> 4" x 2 9/16" - ROLODEX END TAB <input type="checkbox"/> RIGHT <input type="checkbox"/> LEFT <input type="checkbox"/> OTHER - _____" x _____"
4. MIL OF PLASTIC (THICKNESS)			
<input type="checkbox"/> 12 <input type="checkbox"/> 15 <input type="checkbox"/> 20 <input type="checkbox"/> 24 <input type="checkbox"/> 30 OTHER _____			

5. PLASTIC FINISH	6. COLORS ON FRONT	7. COLORS ON BACK
<input type="checkbox"/> NovaCard STOCK <input type="checkbox"/> POLISH / POLISH <input type="checkbox"/> POLISH / MATTE <input type="checkbox"/> MATTE / MATTE <input type="checkbox"/> CUSTOMER SUPPLIED STOCK	<input type="checkbox"/> 4 COLOR PROCESS <input type="checkbox"/> SPOT COLORS <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 Please Indicate PMS Numbers #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ \$15 CHARGE FOR EACH 4 DIGIT PMS NUMBER	<input type="checkbox"/> 4 COLOR PROCESS <input type="checkbox"/> SPOT COLORS <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 Please Indicate PMS Numbers #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ \$15 CHARGE FOR EACH 4 DIGIT PMS NUMBER

8. # OF COMMON PLATES	9. PERSONALIZATION (MUST BE 3/16" FROM EDGES)	10. SIGNATURE PANEL
<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> Other _____	<input type="checkbox"/> THERMAL IMAGING # of Positions _____ Cons. Starting # _____ <input type="checkbox"/> Supplied File <input type="checkbox"/> BARCODE <input type="checkbox"/> Standard Code 39 <input type="checkbox"/> Other _____	<input type="checkbox"/> NO <input type="checkbox"/> YES, TO BE WRITTEN ON <input type="checkbox"/> Clear <input type="checkbox"/> White <input type="checkbox"/> YES, TO BE TYPED ON (15 Mil only) IF YES, IS POSITION NOTED? <input type="checkbox"/> Yes
	<input type="checkbox"/> EMBOSSING <input type="checkbox"/> Silver Tip <input type="checkbox"/> Gold Tip <input type="checkbox"/> Blind <input type="checkbox"/> MAG STRIPE ENCODING Cons. Starting # _____ <input type="checkbox"/> Human Readable <input type="checkbox"/> Same side as Mag Stripe	

12. ART WORK BEING SUPPLIED	13. PRICE	14. PAYMENT
<input type="checkbox"/> E-MAIL TO universe@microforms.com File Name: _____ <input type="checkbox"/> DISK/CD BEING SENT <input type="checkbox"/> NEGATIVES BEING SENT <input type="checkbox"/> B & W CAMERA READY COPY BEING SENT <input type="checkbox"/> TYPESETTING REQUIRED Proof will be provided for your final approval	<input type="checkbox"/> QUOTE # _____ QUOTE DATE _____ <input type="checkbox"/> PRICE LIST PRICE \$ _____ TYPESETTING NOT INCLUDED RUSH AVAILABLE <input type="checkbox"/> 1 Day <input type="checkbox"/> 2 Days <input type="checkbox"/> 3 Days <input type="checkbox"/> 4 Days	<input type="checkbox"/> BILL ME (WE HAVE TERMS) <input type="checkbox"/> COD <input type="checkbox"/> CHARGE <input type="checkbox"/> American Express <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard For your protection, please call our Accounting Department with your information.

AN ACKNOWLEDGEMENT WILL BE SENT DETAILING OUR INTERPRETATION OF JOB SPECIFICATIONS. PLEASE REVIEW CAREFULLY.

COMMENTS:	SHIPPING INSTRUCTIONS
	<input type="checkbox"/> DHL GROUND <input type="checkbox"/> DHL NEXT DAY ENTIRE ORDER <input type="checkbox"/> DHL NEXT DAY 1 CARTON <input type="checkbox"/> CUSTOMER PICK UP <input type="checkbox"/> OTHER _____

ORDERED FROM NAME & ADDRESS	BILL TO ADDRESS IF DIFFERENT	SHIP TO
(FREIGHT NOT INCLUDED IN PRICE.)		

REQUESTED SHIP DATE	AUTHORIZED BY	Phone: (_____) _____
<input type="checkbox"/> STANDARD DELIVERY <input type="checkbox"/> MUST SHIP BY _____	_____ _____	Fax: (_____) _____ E-Mail Address: _____

("DEALER") HEREBY AGREES TO PURCHASE THE MERCHANDISE DESCRIBED ABOVE ACCORDING TO THE TERMS AND CONDITIONS HEREIN SET FORTH AND ON THE REVERSE SIDE HEREOF.

DEALER ORDER ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** This Order, including the terms on the front hereof and the terms and conditions below, shall, upon NovaCard's acceptance hereof, sets forth the exclusive agreement between the parties (the "Agreement"). Any different, additional or conflicting terms contained in any other document are expressly objected to and rejected. NovaCard may at its sole discretion accept this Order **orally or by performance in accordance with the terms hereof, and may also reject this Order orally.** This Agreement may be modified after acceptance only by a written instrument signed by both parties. **In case of any conflict between this Order and the Dealer Agreement between the parties or NovaCard's Acknowledgment, the terms of the Dealer Agreement or Acknowledgment shall govern.**
2. **SHIPMENT.** Merchandise shall be shipped FOB NovaCard's Plant. Title and risk of loss with respect to the merchandise shall pass to Dealer when the merchandise leaves NovaCard's plant. Neither shipment dates nor delivery dates shall be guaranteed, and NovaCard shall not be liable for its failure to ship within the time indicated on the front hereof. **The time indicated on the front hereof is only a request by Dealer and not binding on NovaCard.** The time period indicated on the front hereof shall not commence running until after receipt from Dealer of camera-ready copy or an approved proof signed by Dealer's customer and all other information requested by NovaCard. **Approval of proofs shall be required in connection with all merchandise involving composition or design work.** "Camera-ready copy" as used herein means an art board with copy pasted properly in position, colors indicated by tissue overlays, any screening indicated by acetate overlays with rubylith in position, the art board clear in all non-printing areas, and without any errors, so that the art board is suitable for photographic reproduction prior to printing.
3. **PRICES.** Merchandise shall be billed **in accordance with the pricing terms** set forth on the front hereof, subject to any additional charges at NovaCard's reasonable discretion for (a) special arrangements not specified on the front hereof, or (b) changes from either NovaCard's proof or the specifications indicated on the front hereof. Unless otherwise specified, all proofs will be dylux, with additional charges for other forms of proofs. Special arrangements shall include, but not be limited to, color matching.
4. **QUANTITIES.** Unless a guaranteed quantity is indicated on the front hereof, and an additional 5% charge is added to the price thereof, all shipments are subject to underruns or overruns of three percent. The excess or deficiency shall be charged or credited proportionally to Dealer. NovaCard's minimum billing is Twenty Five Dollars (\$25.00).
5. **PAPER.** Unless otherwise specified on the front hereof, the brand of paper utilized in connection with this Order shall be at NovaCard's discretion. The paper dimensions indicated on the front hereof include space for tractor feed margins.
6. **WARRANTY.** All Orders shall comply with the specifications indicated on the front hereof, subject to standard industry tolerances. NOVACARD SHALL BE WITHOUT LIABILITY FOR ANY ERRORS WHICH CONFORM TO THE PROOF APPROVED BY DEALER'S CUSTOMER. NOVACARD SHALL ALSO BE WITHOUT LIABILITY FOR MERCHANDISE REFLECTING ANY REQUESTED REVISIONS IN PROOFS AS INTERPRETED BY NOVACARD, UNLESS DEALER'S CUSTOMER APPROVES IN WRITING A REVISED PROOF SUBMITTED BY NOVACARD AFTER SUCH REVISIONS. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. ALL SUCH WARRANTIES ARE DISCLAIMED AND EXCLUDED. DEALER'S DAMAGES UPON BREACH OF THIS AGREEMENT SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE HEREUNDER, WHETHER OR NOT NOVACARD HAS ACTED IN A NEGLIGENT OR GROSSLY NEGLIGENT MANNER. ANY CLAIM BY DEALER SHALL BE WAIVED UNLESS DEALER SUBMITS WRITTEN NOTICE OF THE CLAIM AND THE MERCHANDISE IN QUESTION TO NOVACARD WITHIN **TWO WEEKS AFTER SHIPMENT OF THE PRODUCT** AND PROVIDES NOVACARD WITH A REASONABLE OPPORTUNITY TO CURE ANY DEFECTS.
7. **ORIGINAL ART WORK: VIGNETTES.** All original art work or preliminary work of any kind, including, without limitation, designs, drawings, negatives, positives, engravings, plates, dies, film work, technical information or other materials furnished and used by NovaCard in the production of the merchandise covered hereunder are and shall remain NovaCard's property and NovaCard shall not be required to furnish Dealer with any copies, transfer impressions or items thereof. Unless otherwise stated, it is agreed that all art work and vignettes used in the production of the merchandise covered hereunder are stock features designed by and/or owned by NovaCard and may be used by NovaCard on other merchandise for other customers, and Dealer hereby consents to such use.
8. **PROPERTY.** Any property furnished to NovaCard by Dealer in connection with the production of the merchandise covered hereunder, including, without limitation, positives, negatives, art work or other materials, and any merchandise produced hereunder and stored by NovaCard prior to shipment, shall be held by NovaCard without any risk or expense to NovaCard. NovaCard shall not be responsible for changes in color or other defects or damage during its possession or storage of such property.
9. **VIOLATIONS OF LAW.** Dealer expressly warrants that the printed or lithographed matter on the merchandise covered hereunder will not infringe any United States or foreign trademark or copyright, or constitute actionable defamation or invasion of privacy or violate any laws or regulations, including, without limitation, food and drug laws and laws prohibiting the printing of obscene or scandalous matter, or constitute use of a trade secret. Dealer shall indemnify, defend and save NovaCard harmless against all loss, damage, liability and expense, including reasonable attorney's fees, arising from claims, demands or suits at law or in equity relating to or alleging any of the matters referred to above, or any failure to imprint any words, devices, or designs required by law if not expressly ordered in writing by Dealer.
10. **MATERIALS.** NovaCard shall not be liable for damages, either proximate or remote, arising in any way from NovaCard's failure to make delivery because of its inability to obtain materials, in the amounts and grades specified on the front hereof, or their equivalent. Within a reasonable time after becoming aware of such inability, NovaCard shall give notice to Dealer thereof. Upon the parties' mutual agreement thereto, changes may be made in price, delivery schedules, specifications as to quantity, specifications as to materials, or any other matters affected by the conditions referred to above. Failing such agreement, this Agreement shall be terminated and the parties shall have no further obligations hereunder.
11. **CANCELLATION AND REMEDIES.** NovaCard shall have the right to cancel the Agreement if Dealer (a) fails to make payments as required by the agreement, (b) notifies NovaCard of any change in the terms of the Agreement, (c) terminates the Agreement without NovaCard's agreement thereto, (d) breaches any terms of the Agreement, (e) fails to timely provide specifications or approved proofs as requested by NovaCard, or (f) files any petition or there is filed against Dealer any petition seeking for Dealer a reorganization, arrangement, composition, dissolution, appointment of a trustee, commencement of bankruptcy proceedings, or similar relief. In the event NovaCard cancels or Dealer breaches the Agreement, NovaCard shall be entitled to all the rights and remedies provided by law, all of which shall be deemed cumulative, including, but not limited to, NovaCard's reasonable collection costs, including reasonable attorney's fees. **Dealer may cancel the Agreement only upon (a) NovaCard's written approval, and (b) payment of all of NovaCard's expenses in connection with the Order. NOVACARD shall collect a \$25.00 minimum charge in connection with any cancellation.**
12. **FORCE MAJEURE.** NovaCard shall not be responsible for delays in or failure of production, shipment or delivery, if timely production, shipment or delivery is made commercially impracticable due to circumstances beyond NovaCard's reasonable control, including, without limitation, strikes, labor difficulties, shortages of materials, failures of machinery or equipment, riot, war, fire, delay or default of common carriers, failure or curtailment of NovaCard's usual source of supply, or governmental decrees or orders. NovaCard shall have the right in the event of any such contingency, at its option, to cease performance hereunder or any part thereof, without any resulting liability.
13. **TAXES.** The amount of all present or future sales, revenue, excise, use or other taxes applicable to the merchandise covered hereunder shall be added to the purchase price and shall be paid by Dealer.
14. **CHOICE OF FORUM.** This Agreement is reasonably related to the State of Michigan. The parties agree that the State courts sitting in the County of Macomb, State of Michigan, shall have exclusive jurisdiction over all disputes relating to this Order and Agreement. Dealer consents to their exercise of jurisdiction over Dealer and expressly waives any rights Dealer may have to institute suit in any other jurisdiction.