



# CONTINUOUS PRODUCT PURCHASE ORDER

Cust. PO# \_\_\_\_\_

<b>DATE</b>	<input type="checkbox"/> <b>NEW</b> <b>EXACT REPEAT</b> <input type="checkbox"/> <b>JOB NO.</b> _____ <b>CHANGE REPEAT</b> <input type="checkbox"/> <b>JOB NO.</b> _____	<b>FORM IDENTIFICATION / NUMBER</b>
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<b>1. PRODUCT</b>	<b>2. QUANTITY</b>	<b>3. OVERALL SIZE</b>	<b>4. NUMBER OF PARTS</b>
<input type="checkbox"/> LETTERHEAD <input type="checkbox"/> LASER CHECKS <input type="checkbox"/> MULTIPLE PART <input type="checkbox"/> CHECKS <input type="checkbox"/> BLANK STOCK <input type="checkbox"/> OTHER _____	<input type="checkbox"/> 250 <input type="checkbox"/> 3,000 <input type="checkbox"/> 500 <input type="checkbox"/> 4,000 <input type="checkbox"/> 1,000 <input type="checkbox"/> 5,000 <input type="checkbox"/> 1,500 <input type="checkbox"/> 7,500 <input type="checkbox"/> 2,000 <input type="checkbox"/> 10,000 <input type="checkbox"/> 2,500      _____ <input type="checkbox"/> No Overrun Requested <small>(NO CHARGE IF NOTED HERE)</small> <input type="checkbox"/> 10% Overrun or Underrun OK	WIDTH x DEPTH <input type="checkbox"/> 9 1/2 x 11 <input type="checkbox"/> 9 1/2 x 8 1/2 <input type="checkbox"/> OTHER _____x_____ <small>(Includes 1/2" perforations left and right unless otherwise indicated under special instructions.)</small> <input type="checkbox"/> 8 1/2 x 11 Laser <small>(Cut sheet - no pinfeeds)</small>	<input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 3 <input type="checkbox"/> 6  <b>NOTE:</b> Specify your paper color sequence in no. 9 or we will use our normal sequence of White, Canary, Pink, Goldenrod, Blue and Green.

<b>5. LETTERHEAD STOCK</b>	<b>6. LASER CHECKS</b>	<b>7. ALL CHECKS</b>
<input type="checkbox"/> <b>NO. 4 REGISTER BOND</b> <input type="checkbox"/> 20# <input type="checkbox"/> 24# <input type="checkbox"/> <b>25% COTTON (Capitol Bond)</b> <input type="checkbox"/> 24# <input type="checkbox"/> <b>OTHER</b> _____	<input type="checkbox"/> PERF          1) _____ POSITION(S) 2) _____ <input type="checkbox"/> ENDORSEMENT BACKER <input type="checkbox"/> PAPER STOCK _____	<input type="checkbox"/> Bank Specification Sheet Provided <input type="checkbox"/> Sample Check Provided <input type="checkbox"/> Arabic Consecutive (RED) <input type="checkbox"/> 1 Position <input type="checkbox"/> 2 Position <input type="checkbox"/> 3 Position <input type="checkbox"/> Bleed-Through <input type="checkbox"/> Standard <input type="checkbox"/> MICR Static Numbering Only <input type="checkbox"/> Bleed-Through <input type="checkbox"/> Standard <input type="checkbox"/> MICR Static and Consecutive <input type="checkbox"/> Bleed-Through <input type="checkbox"/> Standard

<b>8. INK COLOR</b>	<b>9. MULTIPLE PART FORMS</b>	<b>10. MULTIPLE PART FORMS &amp; CHECK FASTENING</b>	<b>11. SPECIAL INSTRUCTIONS</b>
NO. OF COLORS <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 Please Indicate PMS Numbers #1 _____ #2 _____ #3 _____ #4 _____	PAPER COLOR SEQUENCE PART 1 _____ PART 4 _____ PART 2 _____ PART 5 _____ PART 3 _____ PART 6 _____ <small>NOTE: If marginal words are desired please list under special instructions (\$10.00 for multiple part forms 2-6 parts) Print in Red.</small>	<input type="checkbox"/> CRIMPING <input type="checkbox"/> -Tape Fastening System No Charge for 3, 4, 5 or 6 parts Up Charge for 2 part & Multipart Checks	<input type="checkbox"/> BACK PRINTING <input type="checkbox"/> EXTRA PERFORATIONS <input type="checkbox"/> FILE HOLE PUNCHING <input type="checkbox"/> NUMBERING STARTING # _____

<b>12. ART WORK BEING SUPPLIED</b>	<b>13. PRICE</b>	<b>14. CREDIT CARD PAYMENT</b>
<input type="checkbox"/> E-MAIL <input type="checkbox"/> DISK BEING SENT <input type="checkbox"/> NEGATIVES BEING SENT <input type="checkbox"/> B & W CAMERA READY COPY BEING SENT <input type="checkbox"/> TYPESETTING REQUIRED	<input type="checkbox"/> Per quote No. _____ <input type="checkbox"/> Quoted Price \$ _____ <input type="checkbox"/> Typesetting not to exceed \$ _____	<input type="checkbox"/> American Express <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard    Exp. Date _____ Card Number _____ CARD HOLDER NAME _____

COMMENTS: \_\_\_\_\_

DEALER IMPRINT (Co. Name, City, State and Phone Number)  Yes  No

<b>DEALER NAME &amp; ADDRESS</b>	<b>SHIP TO</b>	<b>SHIPPING INSTRUCTIONS</b>
		<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 _____
(FREIGHT NOT INCLUDED IN PRICE.)		

<b>REQUESTED SHIP DATE</b>	<b>AUTHORIZED BY</b>	<b>PHONE NUMBER</b>
<input type="checkbox"/> Standard Delivery <input type="checkbox"/> Must Ship By _____ <small>(Will call dealer if a rush charge is applicable.)</small>	_____ <small>PLEASE PRINT</small>	

("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 MICROFORMS' 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. MICROFORMS 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 MICROFORMS' Acknowledgment, the terms of the Dealer Agreement or Acknowledgment shall govern.**
2. **SHIPMENT.** Merchandise shall be shipped FOB MICROFORMS' Plant. Title and risk of loss with respect to the merchandise shall pass to Dealer when the merchandise leaves MICROFORMS' plant. Neither shipment dates nor delivery dates shall be guaranteed, and MICROFORMS 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 MICROFORMS.** 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 MICROFORMS. **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 MICROFORMS' reasonable discretion for (a) special arrangements not specified on the front hereof, or (b) changes from either MICROFORMS' 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 ten percent. The excess or deficiency shall be charged or credited proportionally to Dealer. MICROFORMS' 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 MICROFORMS' 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. MICROFORMS SHALL BE WITHOUT LIABILITY FOR ANY ERRORS WHICH CONFORM TO THE PROOF APPROVED BY DEALER'S CUSTOMER. MICROFORMS SHALL ALSO BE WITHOUT LIABILITY FOR MERCHANDISE REFLECTING ANY REQUESTED REVISIONS IN PROOFS AS INTERPRETED BY MICROFORMS, UNLESS DEALER'S CUSTOMER APPROVES IN WRITING A REVISED PROOF SUBMITTED BY MICROFORMS 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 MICROFORMS 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 MICROFORMS WITHIN **TWO WEEKS AFTER SHIPMENT OF THE PRODUCT** AND PROVIDES MICROFORMS 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 MICROFORMS in the production of the merchandise covered hereunder are and shall remain MICROFORMS' property and MICROFORMS 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 MICROFORMS and may be used by MICROFORMS on other merchandise for other customers, and Dealer hereby consents to such use.
8. **PROPERTY.** Any property furnished to MICROFORMS 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 MICROFORMS prior to shipment, shall be held by MICROFORMS without any risk or expense to MICROFORMS. MICROFORMS 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 MICROFORMS 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.** MICROFORMS shall not be liable for damages, either proximate or remote, arising in any way from MICROFORMS' 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, MICROFORMS 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.** MICROFORMS shall have the right to cancel the Agreement if Dealer (a) fails to make payments as required by the agreement, (b) notifies MICROFORMS of any change in the terms of the Agreement, (c) terminates the Agreement without MICROFORMS' agreement thereto, (d) breaches any terms of the Agreement, (e) fails to timely provide specifications or approved proofs as requested by MICROFORMS, 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 MICROFORMS cancels or Dealer breaches the Agreement, MICROFORMS shall be entitled to all the rights and remedies provided by law, all of which shall be deemed cumulative, including, but not limited to, MICROFORMS' reasonable collection costs, including reasonable attorney's fees. **Dealer may cancel the Agreement only upon (a) MICROFORMS' written approval, and (b) payment of all of MICROFORMS' expenses in connection with the Order. MICROFORMS shall collect a \$25.00 minimum charge in connection with any cancellation.**
12. **FORCE MAJEURE.** MICROFORMS 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 MICROFORMS' 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 MICROFORMS' usual source of supply, or governmental decrees or orders. MICROFORMS 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 Oakland, 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.