

### New Distributor Application

Applicant Name/Address			
Business Name:			Phone#
Billing Address:			
City:	State:	Zip:	Country
Shipping Address:			
City:	State:	Zip:	Country
Company Information			
Date Business Commenced:			
Sales Contact:	Email:	Phone#:	
A/P Contact:	Email:	Phone#:	
Send Invoices: <input type="checkbox"/> Mail <input type="checkbox"/> Email	Email address:		
Business Officers			
Name:	Title:		
Name:	Title:		
Name:	Title:		
Business Classification			
Advertising Specialty (AS)	Business Forms Dealer (BF)		
Computer Supplier (CS)	Label Manufacturer (LB)		
Printers (PR)	Stationery & Office Supply (OF)		
Government (GV)	Paper & Packaging Dist-Broker (PS)		
In Plant Printer (PI)	End User Account (DS)		
International Account (INT)	Paper & Packaging Mfg (PM)		
HD Target Account (HDT)			
Payment Terms			
Credit Card			
Via Credit Card at Order (\$0.00 Processing Fee)			
Via ACH			
<p><b>For Credit Card payments made at time of order or at time of shipment, we prefer to have a credit card kept on file. Please complete the attached credit card authorization form.</b></p>			

Please return signed and completed form to [AccountingMailbox@Datalabel.com](mailto:AccountingMailbox@Datalabel.com)

Bank References			
Bank Name:			Phone:
Bank Address:			Fax:
City:	State:	Zip:	Country:
Type of Account: <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Loans/Lines of Credit			
Trade References			
Company Name:	Company Name:	Company Name:	
Contact:	Contact:	Contact:	
Address:	Address:	Address:	
Phone:	Phone:	Phone:	
Email:	Email:	Email:	
Agreement			
<p>The foregoing is true and correct. The undersigned agrees to pay according to the terms and conditions as stated on the invoices of Continental Datalabel. By submitting this application, I authorize Continental Datalabel, Inc. to make inquiries into banking and business/trade references that have been supplied.</p> <p>I understand that I will be granted Net 30 terms, unless otherwise stated.</p>			
Signature			
Undersigned:			Date:
Title:			

**UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION**

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2–4)

Other (Specify) \_\_\_\_\_

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the Seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>		MO <sup>16</sup>	
AR		NE <sup>16</sup>	
AZ <sup>2</sup>		NV	
CA <sup>3</sup>		NJ	
CO <sup>4</sup>		NM <sup>4,17</sup>	
CT <sup>5</sup>		NC <sup>18</sup>	
FL <sup>6</sup>		ND	
GA <sup>7</sup>		OH <sup>19</sup>	
HI <sup>4,8</sup>		OK <sup>20</sup>	
ID		PA <sup>21</sup>	
IL <sup>4,9</sup>		RI <sup>22</sup>	
IA		SC	
KS		SD <sup>23</sup>	
KY <sup>10</sup>		TN	
ME <sup>11</sup>		TX <sup>24</sup>	
MD <sup>12</sup>		UT	
MI <sup>13</sup>		VT	
MN <sup>14</sup>		WA <sup>25</sup>	
		WI <sup>26</sup>	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
 (Owner, Partner, or Corporate Officer, or other authorized signer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GENERAL NOTES** All orders submitted to us are subject to CDL credit approval and these standard terms. Unless previously verified by us, all artwork (especially electronic art) must be accepted by our Pre-Press Department, to verify that we can read and use the artwork to produce your desired results (please refer to "CDL Digital Pre-Press Guidelines": revised 4/13 or later for details). All lead times discussed are based on our current press and material availability; actual delivery will be determined at the time of receipt and acceptance of your order. If you do not submit your order on the day it was quoted please call our staff for up-to-date lead time information. In the event of a variance in terms and/or conditions between these standards and those submitted on your purchase order, our terms will prevail, unless we have specifically enumerated and accepted your terms in writing.

### **Misc.**

- One Carton Minimum Order (blank stock catalog items only). Stock labels or cards sold in full box multiples only.
- All prices are listed in U.S. dollars.
- All orders are subject to sales tax if no valid resale certificate is on file for the "Ship To" state.
- We reserve the right to use any products, which have been manufactured by this company and/or its divisions, in promotional and advertising material unless a written notification submitted to the Marketing Department is provided prior to production.
- For international shipments, custom brokerage service charges, inland freight costs, freight costs, custom duties, tariffs, or freight forwarder expenses are not included in the price of the products, and will be charged to customer.
- We accept Visa, Mastercard, American Express, and Discover cards for payments.
- All trademarks are the properties of their respective owners.

**RUN QUANTITIES** All standard orders are subject to a 10% under/over run. All orders made from specially purchased materials are subject to a 20% under/over run. We will bill only for actual quantities produced. Please adjust your order quantity appropriately so that you will receive an adequate supply. This quotation is based on a continuous or uninterrupted production run of the entire order.

**TOLERANCES** The price quoted includes the following standard manufacturing tolerances:

- Sizes: Die cut size, label size, location of perforations or other mechanical features tolerance is +/- 0.03125" (1/32"). All locations are measured from the top and left edge of the label or carrier.
- Print registration tolerance is +/- 0.04687" (3/64"), measured from the top and left edges of the label.
- Color match tolerance is within 1/2 shade of PMS color for flexographic printing, and 1/2 shade for lithographic printing, as measured by an industrial spectrometer.

Note: If this job requires tighter tolerances please call our staff to discuss the details.

**CUSTOMER ACCEPTANCE** In the event you request a proof copy of artwork, evaluation samples of materials, or agreement on other details, we will provide you with a Customer Acceptance form covering those details. We will wait for your signed approval on this form to be faxed or mailed back to us, indicating that you have reviewed and accepted these conditions and any other issues that we have discussed. Upon receipt, we will schedule production of your product. Our acknowledgement of your purchase order represents your acceptance of our Terms and Conditions.

**PLATES, DIES, TOOLING, ART** When charged to you, all plates, dies, tooling, and art will be held by the factory for future orders. All such materials that have been developed by us at our expense, are our property. If a job remains dormant for 3 years the files and their contents may not be maintained.

**COPY CONTENT** It is our responsibility to follow copy specifications and instructions submitted to us with your order. We cannot and do not assume any responsibility for any loss resulting from the failure of the copy to meet requirements of applicable federal and/or state laws and regulations.

**MATERIALS** We use high quality materials, inks, stocks, and adhesives. However, we cannot control the manner in which these products are used once they leave our facilities; therefore, we assume no responsibility for any damage arising out of the use of the products we manufacture.

**EXPERIMENTAL WORK** All experimental work will be performed at the customer's liability and expense.

**PRICING** All prices are based on the information, specifications, and artwork (if printed) you have supplied. In the event we determine that there is a discrepancy between this quote and the information supplied with your order (this may be in specifications, artwork, samples, descriptions, or other material issues), we reserve the right to modify the quoted price to accommodate your requested changes. We will review any adjustment with you before we accept your order. This would include sending a corrected copy of a purchase order accepting the corrections. Some carton prices may not match per M price x qty/carton due to mathematical rounding. Carton pricing supersedes per M prices. Prices are subject to change without notice. Sales and use tax are not included in our standard pricing; unless specifically identified as such on the invoice. If a customer is identified as non-exempt, any unbilled taxes, penalties and fees will be assessed according to governing jurisdiction.

**ORDER CANCELLATIONS** Order cancellations involving special purchase materials will not be accepted. Cancellations on other orders will incur charges for all CDL expenses incurred for paper, dies, plates, and any work performed up to the date of receipt by CDL of your cancellation. (Minimum \$30.00 fee).

**DEPOSITS** Orders involving special order materials may require a deposit, unless prior arrangements have been made with our credit department. The amount of the deposit will be determined on a per order basis.

**HANDLING** \$3.95 per shipment

**SHIPPING** All shipments are FOB our factory or distribution center. Shipments will be routed per your instructions, but if not specified, we will make the shipment using our own discretion. We will endeavor to meet all delivery conditions requested, but delays or failures in these commitments resulting from casualties, fire, flood, labor negotiations, raw material shortages, or other causes beyond our ability to control will not be considered a breach of agreement. Please see next paragraph regarding freight damage.

**PAYMENTS AND CLAIMS** Our standard payment terms are, net 30 days. A late payment charge of 1% per month will be assessed on delinquent invoices. Invoices paid via credit card are subject to a 3.25% convenience fee. We have the right to hold any order, or keep in our possession any materials supplied until satisfactory arrangements for methods of payment have been agreed upon. Claims for freight must be arranged by you with the carrier. Claims against product must be made in writing within sixty (60) days of receipt of merchandise, and must specify where the product does not conform within tolerances to the specifications. Liability shall be limited to stated selling price, and shall, in no event, include special or consequential damages, including, but not limited to: profits, or profits lost. The payment of any collection fees and reasonable attorneys' fees incurred by or assessed to CDL in connection with the enforcing of this agreement or in defending any claim for breach of this agreement shall be your responsibility. All orders are governed by and enforced under the laws of the State of Illinois, including its provisions of the Uniform Commercial Code.

**RETURN GOODS POLICY** All returns require prior validation and a Returns Goods Authorization (RGA) Number to be issued. All returns must be clearly marked with this authorization number or the return will not be accepted and any freight charges incurred will be the originator's responsibility. Shipments must have each box marked clearly indicating the RGA number. For skid shipments, the skid must be marked with the RGA number on a placard on at least (2) sides of the skid. The distributor will be responsible for making arrangements with the parcel service or trucking company to return products that were not the responsibility of the manufacturer or of CDL processing of the order. Returned product deemed to be within CDL's specifications/non-defective or due to customer error is subject to a 25% or \$25 min restocking fee and no freight credit will be issued. For ribbon products that are returned without any manufacturing defect the following apply: wax ribbons only available by the carton carry a 25% restocking fee (\$25.00 min.). Special order ribbons will incur a 55% restocking fee. RGA's will expire 30 days from the issue date and returns will not be accepted after the expiration date.