

Company:

Date:

Address:

City, State, Zip:

Phone:

Date Business Founded:

TAX ID No:

Dun & Bradstreet:

ACCOUNT PAYABLE CONTACT PERSON

Email:

Telephone Number:

If requesting credit, please complete financial information below.

Banking Information

	Bank Name	Address	Phone #	Account #
1.				
2.				

Principal Trade Creditors

	Bank Name	Address	Phone #	Contact
1.				
2.				
3.				

ENTITY TYPE:

 Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership ☐ Sole Proprietorship ☐
OWNERS/PARTNERS/OFFICERS:

	Names	Addresses
1.		
2.		
3.		

DDSEP Comark, LLC dba Comark Direct ("COMARK") and CUSTOMER agree:

- Customer (Company identified above) provides the information in this New Customer Application and Agreement to obtain a business relationship and/or credit from COMARK. Customer represents and warrants that the information is true and correct, and that COMARK's decision to extend credit to Customer will be made in reliance upon these representations and warranties. COMARK may contact third party credit reporting agencies and all references provided by Customer to COMARK at any time to verify credit information. Customer also agrees that COMARK may reduce or revoke credit to Customer at any time without notice to Customer.
- COMARK shall provide services and materials to Customer in a good and workmanlike manner, at COMARK's customary prices and according to COMARK's customary production and delivery times for the type and amount of services and materials provided, unless COMARK agrees to other prices or production or delivery times. Neither party shall be liable for any delay or failure to provide services or materials due to an act of God, acts of war, riot, pandemic, or civil commotion, an act of State, fire, floods, strikes, work stoppages, unanticipated materials shortages or equipment shortages or failures, or by any other occurrence of any other event beyond the control of either party.
- Customer warrants and represents that Customer is authorized to obtain COMARK's services and materials which Customer requests from COMARK. If Customer requests services and materials from COMARK on behalf of another party, Customer warrants and represents that Customer is authorized by the third party to obtain the services and materials which Customer requests from COMARK. Customer shall pay all taxes related to any order, unless Customer has provided COMARK with all information required by COMARK to show the tax-exempt status of any order. Customer shall pay COMARK its costs.
- Customer shall inspect all materials immediately upon receipt from COMARK. Within 48 business hours of receipt of any services or materials from COMARK, Customer must notify COMARK of any defective or incomplete services or materials, or customer waives all such claims. **If the services or materials are defective or incomplete, Customer's exclusive remedies shall be for COMARK to correct or complete the services or**

Clear Form

materials within a reasonable time, and Customer shall provide COMARK a reasonable opportunity to do so, or, at COMARK's election, for COMARK to provide a refund to Customer for the amount charged for the services or materials provided which were defective or incomplete. Neither party shall be liable to Customer for any incidental or consequential damages, or other loss or liability of any kind, including without limitation, lost income, lost time, or expenses incurred.

5. Customer represents that the material to be printed or reproduced is not copyrighted by any third party, and that no copyright notice has been removed from the materials. Customer also warrants that the material to be printed or reproduced does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. COMARK shall have the right to refuse to print or reproduce anything which COMARK, in its sole reasonable discretion, deems illegal, libelous, scandalous, improper or infringing upon copyright law, or rights of others.
6. COMARK, at its discretion, may receive and hold certain Customer materials, which includes any products prepared or provided by COMARK and its affiliates, or other materials provided to COMARK by Customer directly or through another material supplier. As to materials provided to COMARK or its affiliates by Customer directly, or through another material supplier of Customer, COMARK disclaims all responsibility to verify by inspection, counting or other method that the materials supplied by Customer or another material supplier are as represented by Customer or other material supplier. Customer assumes all risk of non-conformity, shortage, damage or loss of such materials. COMARK shall have no liability to Customer or any other party for any non-conformity, shortage, damage to or loss of Customer materials which are in COMARK's custody, unless such damage or loss is caused by COMARK's negligence. Customer elects to have COMARK take custody of such materials and Customer agrees that COMARK shall have no liability to Customer or Customer's material supplier, and Customer indemnifies COMARK against any claims of any material supplier of Customer relating to such materials. Customer acknowledges that no consideration has been or will be paid to COMARK for acting as custodian for such materials, and that COMARK may do so solely as a courtesy to Customer.
7. If Customer, for a period of thirty or more days, abandons, fails to claim or remove after notice, or fails to communicate with COMARK in a prompt and responsive manner, regarding any property (the property subject of any such failure being referred to herein as the "Disregarded Property"), the Customer hereby waives and releases any right, claim or title in and to such Disregarded Property. If COMARK, after a reasonable effort, is unable to sell the Disregarded Property, it may dispose of the Disregarded Property in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the Disregarded Property, COMARK may remove the Disregarded Property from its facilities and shall incur no liability to Customer by reason of such removal. The Customer stipulates and agrees that thirty days is a sufficient, reasonable, and adequate period of time for COMARK to declare and treat property as Disregarded Property. COMARK shall have a general warehouse lien for all lawful charges for storage and preservation of Customer's Disregarded Property.
8. **COMARK EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY FOR A PARTICULAR PURPOSE OR WARRANTY OF SUITABILITY.**
9. **THE PARTIES AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, INJURIES AND EXPENSES (INCLUDING LITIGATION EXPENSES AND ATTORNEYS' FEES), INCLUDING CLAIMS BASED ON THE OTHER PARTY'S NEGLIGENCE, RELATED TO ANY CLAIM BY ANY THIRD PARTY REGARDING ANY SERVICES OR MATERIALS PROVIDED TO THE OTHER PARTY.**
10. Payment is due upon invoice to Customer. Customer shall make payment when due. Payment shall be made at COMARK's remittance office in Dallas County, Texas, unless COMARK elects otherwise. COMARK's acceptance of payment of any amount less than the full amount due shall not be a waiver of the remaining amount due. If any Customer payment becomes past due, COMARK shall have the right to retain possession of any Customer property in COMARK's possession, and COMARK may suspend performance on any work in process until payment required by COMARK is made. At COMARK's discretion a credit card may be accepted as a method of payment, however any credit card payment will include a convenience fee. No discounts (early pay or other) may be applied to any amounts due without the express written consent of COMARK.
11. The prevailing party shall pay all expenses, including without limitation, attorneys' fees and expenses, related to enforcing this Agreement or any legal rights which a party has against the other party.
12. This Agreement is to be performed in Tarrant County, Texas.
13. If any provision of this Agreement is unenforceable, the remaining provisions shall be enforceable.
14. The person signing this Agreement for Customer, warrants that he/she has Customer's authority to do so, and represents that he/she has read and understands this Agreement.
15. This Agreement is the entire agreement between COMARK and Customer related to the services and materials to be provided by COMARK to Customer or to any third party at Customer's request.

CUSTOMER:

BY:

PRINT NAME:

TITLE:

DATE:
