

Customer Information Sheet



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REMIT PAYMENTS TO: The John Roberts Company | 9687 East River Road NW, Minneapolis MN 55433-6018 | payments@johnroberts.com

LEGAL NAME: _____ DBA: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ YEAR BUSINESS WAS ESTABLISHED: _____

E-MAIL ADDRESS FOR INVOICES/STMTS: _____

PERSON TO CONTACT REGARDING PAYMENT OF INVOICES: _____ PHONE: _____

LINE OF BUSINESS: _____ NO. OF EMPLOYEES: _____

(CHECK ONE): CORPORATION _____ LLC _____ PARTNERSHIP _____ LLP _____ PROPRIETORSHIP _____

FEDERAL ID#: _____ D&B#: _____ CREDIT LIMIT REQUESTED: _____

Amounts invoiced will be subject to sales tax depending on the purchaser's tax status, the shipment destination(s), and The John Roberts Company's reporting responsibilities. Any applicable sales tax will be added to the invoice. Please provide sales tax exemption certificates, where applicable, for all delivery destination states.

OWNERS AND/OR OFFICERS ARE:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

DO YOU ISSUE PURCHASE ORDERS? YES _____ NO _____ ACCOUNT EXECUTIVE: _____

FOR AGENCIES:

DO YOUR PURCHASE ORDERS INCLUDE A "DISCLOSURE" WHERE YOUR CLIENT IS FULLY RESPONSIBLE FOR PAYMENT? YES _____ NO _____
(PLEASE NOTE CONDITIONS OF SALE WHICH SUPERSEDE ALL PURCHASE ORDER DISCLOSURES.)

BANK: _____

ADDRESS: _____ PHONE: _____

OFFICER OR CONTACT: _____ ACCOUNT NO.: _____

CONDITIONS OF SALE AND/OR QUOTATION

All sales made are subject to the Conditions of Sale and/or Quotation set forth on page 3. All credit extended pursuant to this application is subject to such conditions of sale. Payment terms are net 30. A 1.5% per month service charge will be added to balances over 60 days. Terms or conditions of any purchase order or other form issued by the customer, which are in addition to, modify, or are inconsistent with the Conditions of Sale and/or Quotation will not be binding unless agreed to in writing by an officer of The John Roberts Company.

CONFIRMATION: As an authorized purchaser for the company named above, I hereby warrant and represent that the information provided herein is accurate and correct, that I have authority to execute this document, and that the company agrees to be bound by the Conditions of Sales and/or Quotation set forth on page 3. I also authorize release of necessary credit and bank information to The John Roberts Company.

NAME & TITLE: _____

SIGNATURE: _____ DATE: _____

The John Roberts Company Credit Department must be notified in writing by Certified Mail, of any change in Legal Composition of the above Referenced Company.

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Customer Information Sheet - References



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TRADE REFERENCES:

Please list four commercial references (including print companies). Account balances at least equal to the amount of credit you are applying for. Please send financial statements if available. You may substitute your standard reference sheet that meets this criteria.

COMPANY NAME: _____ CONTACT: _____

ADDRESS: _____ ACCT#: _____

CITY, STATE & ZIP: _____ PHONE: _____

E-MAIL ADDRESS: _____

COMPANY NAME: _____ CONTACT: _____

ADDRESS: _____ ACCT#: _____

CITY, STATE & ZIP: _____ PHONE: _____

E-MAIL ADDRESS: _____

COMPANY NAME: _____ CONTACT: _____

ADDRESS: _____ ACCT#: _____

CITY, STATE & ZIP: _____ PHONE: _____

E-MAIL ADDRESS: _____

COMPANY NAME: _____ CONTACT: _____

ADDRESS: _____ ACCT#: _____

CITY, STATE & ZIP: _____ PHONE: _____

E-MAIL ADDRESS: _____

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Conditions of Sale and/or Quotations



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1. GENERAL. All sales are made pursuant to these terms and conditions, notwithstanding the provisions of any purchase order or other commercial form of customer submitted to The John Roberts Company (herein after known as **John Roberts**). Any terms or conditions of any purchase order or other form issued by the customer, which are in addition to, modify, or are inconsistent with these terms and conditions will not be binding on John Roberts unless the customer and John Roberts agree, in a separate writing, to such additions or modifications.

2. NATURE OF TRANSACTION. The parties agree that this transaction is a Commercial Transaction constituting the sale of goods and is subject to and shall be governed by the provisions of Article Two of the Uniform Commercial Code as it has been adapted and amended by the State of Minnesota and modified by these Conditions of Sale and/or Quotation.

3. QUANTITY. Variations in quantity of 10 percent over or under ordered quantities shall constitute acceptable delivery and performance. Within this range, John Roberts shall bill and the customer shall pay for the actual quantity delivered. Any exception to this condition must be communicated in writing by customer.

4. PAYMENT. Cash/check (or approved negotiable instruments) at net 30 days from date of invoice. All other methods of payment must be approved in advance by The John Roberts Company Credit Department. Invoices not paid in full within 60 days from the invoice date will be subject to a service charge of 1.5% per month (18% per annum) or the maximum rate allowed by law, if less. Irrespective of any contrary language in customer's purchase order or any policy position of the American Association of Advertising Agencies, customer shall be liable for all invoices regardless of whether or not customer has been paid by its client or advertiser. In the event of default of payment – customer agrees to be responsible for John Roberts' attorney and collection fees.

5. QUOTATION. A quotation not accepted within thirty (30) days is subject to review. All prices are based on material costs at the time of quotation.

6. ORDERS. Orders regularly placed, verbal or written, cannot be cancelled except upon terms that will compensate John Roberts for all loss incurred in reliance on the order.

7. PRICE/CHANGES. The price set forth in the quotation is based upon the specifications detailed therein. Any changes to such specifications that require additional production time or other additional costs will be charged in addition to the price set forth in the quotation. Paper prices quoted are current. Increases in our cost of materials between date of quote and delivery date to John Roberts plant must be added to quoted prices. Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

8. SALES AND OTHER TAXES. Customer shall also pay any sales, use, or other taxes now or hereafter imposed by any federal, state, or local taxing authority upon or with respect to the sale, other than taxes imposed on net income or personal property taxes. In the event such taxes are not included in the invoice from John Roberts but are later determined or alleged to be due by a taxing authority, John Roberts may pay such taxes and the customer will reimburse John Roberts the amount thereof.

9. POSTAGE. For jobs that require mailing through the US Postal Service, John Roberts will estimate postage costs prior to the mailing. Customer is required to pay the postage estimate to John Roberts **before** the job will be mailed. A delay in the payment of postage by Customer may cause a delay in the mailing of the job. Customer accepts responsibility for delays in mailing caused by lack of or delay in payment of postage. Full reconciliation of postage costs will occur on the final invoice to Customer upon completion of the job.

10. DELIVERY. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation.

Materials delivered from customer or its suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and John Roberts cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first. All prices are FOB Minneapolis, unless specified to the contrary. Where, for the convenience of the customer, John Roberts arranges for shipment and incurs freight charges, such freight charges shall be billed to the customer. In the event any freight company, or agent or trustee thereof, later asserts freight charges to be properly due in addition to those originally billed, the customer shall reimburse John Roberts to the extent of such additional charges.

11. RESPONSIBILITY FOR SUBJECT MATTER. In furnishing copy for printing or mailing, the customer represents that such copy does not infringe upon any copyright, is not libelous, and does not otherwise violate the rights of other persons or entities or constitute a violation of any statute, law, ordinance, or governmental regulation of any kind. Customer agrees to indemnify and hold John Roberts harmless from all losses, damages, and expenses, including attorneys' fees, which John Roberts may incur or suffer as the result of any claims of such violation or alleged violation. If John Roberts believes, in its sole discretion, that the content of customer's materials is in violation of this representation, John Roberts may also refuse to print, mail, or otherwise perform this agreement without being in breach hereof.

12. PROOFS. Pre-press proofs shall be submitted with original copy. Corrections are to be made on "Master Set," returned marked "O.K." or "O.K. with corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. John Roberts cannot be held responsible for errors under any or all the following conditions: the work is printed per customer's O.K.; changes are communicated verbally; customer has not ordered proofs; customer has failed to return proofs with indication of changes; or customer has instructed John Roberts to proceed without submission of proofs. Unless specifically provided in quotation, press proofs will be charged for at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of makeready. Lost press time due to customer delay, or customer changes and corrections, will be charged at current rates. Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.

13. FORCE MAJEURE. John Roberts shall not be liable for delays or non-performance occasioned by causes beyond its control, including without limitation, acts of God, strikes, lockouts, fires, inability to obtain materials, breakdowns, delays of carriers or suppliers, and governmental acts and regulations.

14. CUSTOMER'S PROPERTY. John Roberts will maintain fire, extended coverage, vandalism, malicious mischief, and sprinkler leakage insurance on all property belonging to the customer, while such property is in our possession. John Roberts' liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.

15. LIMITATION OF ACTIONS. No action regardless of form arising out of the transactions under this agreement may be brought by customer more than one year after the cause of action has accrued. All claims for alleged defects shall be deemed waived unless made in writing, along with samples demonstrating the complaint, within fifteen

(15) days after receipt of goods. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that the materials fully comply with terms, conditions, and specifications.

16. CONFIDENTIALITY. John Roberts will maintain in confidence all information furnished to John Roberts by customer provided that such

information is identified, in writing, as confidential. Except to the extent necessary to enable John Roberts to perform its obligations or to exercise its rights hereunder, John Roberts will not make use of or disclose any of such information to any other person.

17. CUSTOM AND USAGE. No course of performance or any course of dealing or usage of trade shall vary the express terms hereof.

18. LIEN ON CUSTOMER PROPERTY. As security for payment of any sum due or to become due under the terms of the Conditions of Sale and/or Quotation, Customer grants John Roberts a security interest in all paper and any other property owned by Customer and in John Roberts' possession and all work in process and/or undelivered work. John Roberts shall have a right to retain possession of, and shall have a lien on, all paper and any other property owned by Customer and in John Roberts' possession and all work in process and/or undelivered work.

19. CUSTOMER ASSIGNED PRINT BUYER. Customer assumes financial responsibility for purchases, change orders, and job modifications made by their print buyer, selected print broker or advertising agency personnel. All additional charges associated with the production of a print project will be customers' responsibility. Customer is responsible for communication of such decisions made by print buyer, selected print broker or advertising agency personnel.

20. NON-WAIVER. No waiver by John Roberts of a breach of any provision hereof shall be deemed a waiver of future compliance therewith.

21. PLACE OF SALE. This agreement is made and entered into in the State of Minnesota for goods, materials, and services to be provided and sold by John Roberts and purchased by customer in the State of Minnesota. This agreement shall be governed in all respects by the laws of the State of Minnesota and customer consents to the jurisdiction of the District Courts of the State of Minnesota for the litigation of any disputes arising hereunder.

22. LIMITATIONS OF WARRANTIES. John Roberts warrants only title to the goods and their conformity to the specifications contained herein. John Roberts makes no representation or warranty of any kind, express or implied, as to merchantability, fitness for particular purpose, or any other matters with respect to the subject matter of this agreement, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed.

23. COMPLETE AGREEMENT. THE TERMS AND CONDITIONS SET FORTH HEREIN SUPERSEDE ALL OTHER PROPOSALS, ORAL OR WRITTEN, AND ALL PREVIOUS NEGOTIATIONS, CONVERSATIONS, OR DISCUSSIONS BETWEEN THE PARTIES TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF JOHN ROBERTS HAS AUTHORITY TO BIND JOHN ROBERTS TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, WHICH IS NOT SET FORTH HEREIN, AND THAT ANY AFFIRMATION, REPRESENTATION OR WARRANTY WHICH IS NOT SET FORTH HEREIN SHALL NOT CONSTITUTE A WARRANTY

INITIAL: _____ DATE: _____

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Regarding Sales Taxes

The John Roberts Company is obliged to collect and remit sales taxes based on economic nexus to more than 2/3rds of states. Our obligations, and those of other printers, are due to a 2018 U.S. Supreme Court decision commonly referred to as “Wayfair” under which states are able require out-of-state sellers to collect and remit sales tax for locations to which taxable products are shipped – regardless of whether John Roberts or you, its customer, have a physical presence in a given state. It is very common for businesses to sell taxable goods and services remotely, so these requirements have had a broad and significant impact across the United States in the years since the ruling was issued. The change may also impact organizations from the purchasing perspective. Your own organization may have been impacted as either a buyer or seller (or both) of taxable goods shipped to states where you have no physical presence.

As mentioned, under economic nexus laws, a seller may be required to charge and collect sales tax in states where materials are delivered, even if neither the purchasing organization nor the vendor have a physical presence there. Complying with the requirements is especially challenging for the printing and direct mail industry because a single purchase by a customer could be mailed to recipients in most or all of the 50 states; the sale amount must be allocated by destination, and sales tax assessed based on the applicable rules and rates for those many destinations.

Additionally, if the printer/mailer does not charge the applicable sales tax on mailings or other shipments delivered into a state, the purchasing organization may still be obligated to remit use tax -- even if it has no physical presence in those states – if their taxable purchases have exceeded a destination-state’s remote sales activity threshold.

Most states provide that a purchasing organization may be relieved of the sales tax charge if their purchase is a qualifying type and the purchaser issues an exemption certificate to the printer/mailer. If your organization determines that your purchases from John Roberts are exempt from tax under destination-states’ regulations, be sure to provide fully completed exemption forms for those states to us so that your purchases will be free of tax. Please note that an exemption form or resale certificate for one state may not be valid for other states, and you may need to provide exemption certificates for multiple states.

We recommend that you share this letter with your organization’s accounting or tax staff. They are likely to be familiar with the requirements of sales and use tax and can help you understand why new or additional states’ sales tax may be included on invoices we issue to your organization. Our inclusion of state sales tax on the invoices we issue will remove your company’s obligations to assess and pay use tax on those purchases for those states; this may save your organization time and/or limit your tax risk related to those states.

If you have questions about sales tax on the invoices John Roberts issues to your organization, we ask that you first reach out to your organization’s accounting personnel. If they have additional questions, they may contact either Greg Dooley or Miranda Morem at The John Roberts Company.

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Miranda Morem
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