

# Application de Crédit

## Credit Application

- \* Toutes sections doivent être complétées pour procéder avec votre demande
- \* All Fields must be complete in order to process your request

### \* Information Général/General Information

Compagnie/Company	Nom de Commerce/Trade Name
Adresse/Address	Contact
Ville/City	Code Postal/Postal Code
Prov	
Tél	Fax

### \* Propriétaire(S)/Officier(S)-Owner(S)/Officer(S)

Nom/Name	Tél
Nom/Name	Tél

### \* Référence Bancaire/Bank Reference

Nom/Name	Compte/Acct #
Adresse/Address	Contact
Ville/City	Code Postal/Postal Code
Prov	
Tél	Fax

### \* Références Commerciaux/Trade References (Minimum de/of 3)

Compagnie/Company	Nom de Commerce/Trade Name
Adresse/Address	Contact
Ville/City	Code Postal/Postal Code
Prov	
Tél	Fax
Compagnie/Company	Nom de Commerce/Trade Name
Adresse/Address	Contact
Ville/City	Code Postal/Postal Code
Prov	
Tél	Fax
Compagnie/Company	Nom de Commerce/Trade Name
Adresse/Address	Contact
Ville/City	Code Postal/Postal Code
Prov	
Tél	Fax
Compagnie/Company	Nom de Commerce/Trade Name
Adresse/Address	Contact
Ville/City	Code Postal/Postal Code
Prov	
Tél	Fax

We hereby authorize American Apparel & it's affiliated agents and representatives to contact our above bank and trade references. We request that our bank and trade references provide the necessary information.

Signature (mandatory) \_\_\_\_\_ Date \_\_\_\_\_

## Terms and Conditions

### Prices apply to COD and Net purchases only.

#### Buyer(s) consent to the following Terms and Conditions:

This agreement contains the terms and conditions (the "Agreement") that apply to your purchase from American Apparel Canada Wholesale Inc. ("Seller") that will be provided to you and/or related third party (collectively the "Buyer") on orders for our products sold in Canada. By accepting delivery of the products described on the invoice, credit/buyer application, or order confirmation ("Invoice") the Buyer agrees to be bound by and accepts the Agreement. The Agreement constitutes the entire arrangement between the parties with respect to the subject matter of the Agreement, and supersedes all previous negotiations, communications and other arrangements relating to it. The Agreement will govern all future transactions between the parties, unless amended by a written agreement signed by both Seller and Buyer.

#### Notice of Defects/Returns

The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after the receipt of merchandise. The Seller cannot be responsible for shortages when shipments are directed to a third party. Buyer hereby waives any claim for damages resulting from any defect Buyer is aware of, including late delivery, at the time Buyer accepts the merchandise and does not notify the Seller.

#### Modification of Goods:

Garment dyers and printers beware: modify the goods and you own them! Once merchandise is printed, garment dyed, washed or altered in anyway, the Buyer cannot return or make a claim relating to such merchandise. The Seller is not responsible for fallout or loss during the garment dye process. Regularly test the merchandise for garment dyability. Garments modified by the Buyer, or modified by Seller at the request of Buyer, may not be returned. Seller may agree, as an accommodation to Buyer, to purchase these items. Should Seller make this accommodation, Buyer authorizes Seller to sell such garments and warrants that it has the right to sell such goods to Seller and releases and indemnifies seller from any liability related to labels, marks, designs or other intellectual property rights in anyway related to the sale or distributions of these goods.

#### Returns:

It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order. A written authorization from the Seller must be obtained by the Buyer for any returned merchandise. All returns must be made within 7 days of the invoice date. The Seller will charge Buyer a 20% restocking fee for any returned merchandise that is returned without written authorization from seller due to a claim for quality. Buyer authorizes seller to sell any garments with Buyer's label, mark, custom, design or print that have been returned, rejected, or abandoned.

#### Acceptance of goods with Known Defects and Shipment dates:

Buyer who accepts goods with known defects waives any claims for damages. Buyer acknowledges that all shipping dates are approximate; Buyer waives any damages resulting from late deliveries when accepting shipment.

#### Defaults:

It is understood that should the Buyer become delinquent in payment, no further credit will be extended and the Seller will charge the Buyer a past due service charge at the rate of 1 1/2% per month (18% per annum), collection agency fees in the amount of 30%, and/or reasonable attorney's fees, and all other costs and expenses which may be incurred by the Seller in the enforcement of the Agreement. Any returned checks will be charged back to the Buyer, and a \$50 handling fee will be charged to the Buyer. If the Buyer's account is insured and the Buyer's account is turned over to a receivable insurance company for a claim, Seller can also charge the client an additional 30% of the principal amount due which is in default. It is understood that these charges are a reasonable estimation of the damages Seller will incur upon Buyer's default.

#### Jurisdiction:

This Agreement shall be deemed to have been made in the Province of Quebec and shall be governed and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada. All claims and proceedings arising from or related to this Agreement, shall be adjudicated solely by a court or by a tribunal of competent jurisdiction in the Province of Quebec, in the judicial district of Montreal and the parties hereby attorn to the jurisdiction thereof.

#### No Responsibility:

Buyer acknowledges that Seller has no responsibility for any work performed by any vendor referred by Buyer and hereby waives any right to assert any claim against Seller for work performed by any other firm, including but not limited to claims for negligent referral, agency, or respondent superior.

#### EXCLUSION OF IMPLIED WARRANTIES:

**THE BUYER RECOGNIZES THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES IMPLIED ARE EXCLUDED FROM ANY TRANSACTION BETWEEN BUYER AND SELLER AND SHALL NOT APPLY TO THE GOODS SOLD BY SELLER. SELLER SHALL ALSO NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.**

#### Deterioration of Buyer's Credit:

The Seller has the right, in addition to other Remedies provided by law, to terminate any delivery or suspend further deliveries of other shipments in the event the Buyer fails to pay for any one shipment when the same becomes due. Should the Buyer's financial condition become unsatisfactory to the Seller, the Seller may require cash payments or satisfactory securities for delivery of goods.

#### Confidentiality

Seller uses and discloses Buyer's confidential information only for the purposes it was collected. Seller does not sell or rent confidential information to any organization or person for any reason. Seller does not share Buyer's confidential information with third party organizations except to verify Buyer's credit or unless required by law. If Buyer's confidential information is shared with third parties, these third parties are bound by appropriate agreements with the Seller to secure and protect the confidentiality of Buyer's confidential information. Seller retains Buyer's confidential information only as long as it is required for the business relationship or as required by federal and provincial laws.

#### Agreement and Acknowledgement:

Buyer has carefully read and agree to the Agreement. Buyer authorizes American Apparel Canada Wholesale Inc. to verify its credit. Buyer authorizes its bank(s) and/or business references to release credit information to Seller as requested by American Apparel Canada Wholesale Inc.

### Signature

Company \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_