



3101 E. 26th Street, Vernon, CA 90058 Tel: (323) 780-7800; Fax: (323) 780-7878
www.ExpertBrand.com

Credit Application for Expert Brand

Fill out the credit application, initial the Terms and Conditions, sign and date application and submit at least three references. Once credit application has been received your account will be considered for orders placed.

Sales Rep:	Date:
-------------------	--------------

Membership: _____
ASI: _____
PPAI: _____
SAGE: _____
UPIC: _____
Others: _____

CONTACT NAME:			
COMPANY NAME:			
COMPANY ADDRESS:			
CITY, STATE, ZIP:			
TELEPHONE:			
FAX:			
EMAIL:			
YEARS IN BUSINESS:		DUN#	

CALIFORNIA RESALE:			
FEDERAL TAX ID:			
BANKING INFORMATION:			
BANK NAME::			
BANK CONTACT NAME:			
BANK ACCOUNT #:			
BANK CITY, STATE, ZIP:			
BANK TELEPHONE:			

OWNERS / PRINCIPALS					
NAME:	% OWNERSHIP	ADDRESS:	CITY, STATE, ZIP:	PHONE	SOCIAL SEC. #

TRADE REFERENCES				
NAME:	ADDRESS:	CITY, STATE, ZIP:	PHONE	CONTACT
	FAX #	EMAIL ADDRESS		
	FAX #	EMAIL ADDRESS		
	FAX #	EMAIL ADDRESS		

Buyer, buyers have carefully read and agree to the credit application terms and conditions stated below. Credit Applicant authorizes Expert Brand and/or Casual Performance, Inc. to verify the credit of the company and /or individuals whose Signature appear below. DO NOT SIGN UNLESS YOU HAVE READ THE TERMS BELOW.

SIGNATURE:	PRINTED NAME:	DATE:

BUYER CONSENTS TO THE FOLLOWING TERMS AND CONDITIONS: Seller's acceptance of Buyer's orders is expressly made conditional on Buyer's assent to these terms and conditions. The terms and conditions set forth on this invoice, credit application, and/or order confirmation supersede the terms and conditions of the Buyer's purchase order(s) and will govern all transactions between the Buyer and the Seller. These terms and conditions also apply to all future transactions unless modified in writing signed by all parties.

NOTICE OF DEFECTS: The Buyer must make any claims 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.

GARMENT DYERS BEWARE, PRINTERS BEWARE: MODIFY THE GOODS AND YOU OWN THEM. Once merchandise is printed, garment dyed, or altered in any way, 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.

RETURNS: A written authorization from the Seller must be obtained by the Buyer for any returned merchandise. The Seller will charge the Buyer a 20% restocking fee for any returned merchandise. Buyer authorizes Seller to sell any garments with Buyer's label that have been returned, rejected, or abandoned.

DEFAULT: 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 terms and conditions set forth on this invoice, credit application, and/or order confirmation. Any returned checks will be charged back to the company, and a \$25 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: Any transactions between the Buyer and the Seller are governed by the laws of California, and the company and any guarantor hereby consent to the jurisdiction of the courts of Los Angeles County, California, for any claims or controversies arising in the sale of garments by the Seller to the buyer. The Seller also reserves the right to sue the Buyer or its guarantor in the province or state of its domicile.

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.

ACCEPTANCE OF GOODS WITH KNOWN DEFECT WAIVES CLAIM FOR DAMAGES. Buyer must notify Seller in writing of all claims for damages resulting from late delivery or any other defect that is known to Buyer at the time Buyer accepts the merchandise. 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.

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.

DETERIORATION OF BUYER'S CREDIT: The Seller has the right, in addition to other remedies provided by the 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.

PERSONAL GUARANTY: If the individual signing this invoice, credit application, and/or order confirmation is a duly appointed officer of the company named on this invoice, credit application, and/or order confirmation, hereafter referred to as the "Company" within this paragraph, then in consideration of such credit extended and /or to be extended by Seller in its discretion to the Company, the undersigned (who, if more than one, shall be jointly and severally bound) hereby unconditionally guarantee(s) to the Seller and its successors, endorsees, and assigns the punctual payment when due, with such interest as may accrue thereon either before or after any maturity(ies) thereof, of all debts and obligations of the Company and any other party or parties, now existing or hereafter arising, as well as the performance and observance by the Company of the terms, conditions, stipulations, and agreements of the Company contained in this invoice, credit application, and/or order confirmation, any invoice or order confirmation of the Seller. This Guaranty will be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. The undersigned do(es) hereby waive notice of acceptance of this guaranty, notice of the occurrence of any default, presentments, demand, protests, and notices of any and all action at any time taken or omitted by the Company regarding its indebtedness to Seller. The signer consent(s) to any modification or renewal of the credit hereby guaranteed. This guaranty shall bind the executors, administrators, and assigns of the undersigned and shall remain in force and effect unless and until canceled by written notice sent to Seller by registered mail, in which case it shall then be binding as to any balances still owing and outstanding as of the date of Seller's receipt of such registered notice. This guaranty also gives Seller the right to investigate credit from time to time of both the Seller and the personal guarantor(s), if deemed necessary.

x_____ Initial