

# Credit Application UK

Date

Mm/dd/yy

Please complete this Credit Application form in its entirety. After carefully reading and agreeing to the Credit Application and Terms and Conditions, sign the last page of this document. Your application will be reviewed by American Apparel (hereinafter "American Apparel" and/or "Seller") and if approved, it will be approved for either Net 30 or COD/Company Check or Credit Card. Please fax back all pages along with a copy of a Void Check to American Apparel at 020 7494 4478 or via email to [infouk@americanapparel.net](mailto:infouk@americanapparel.net)

## Applicant Information

Contact Name	Type of Business (examples: Sole Proprietorship, Partnership, Limited Liability Partnership, Private Limited Company, Public Limited Company, Unlimited Liability Company, etc):
Company/Business Name	
Address	Drivers License Number
City Postal Code	Date Business Opened
Telephone Fax	DUNS Number
Email	Resale Number Tax ID

## Banking Information

Bank Name	Bank Officer/Contact
Account Number	Bank Routing Number
Bank Address	Telephone Fax
City Postal Code	

## For COD Company Check

Checking Account Number	Drivers License or Federal Tax Identification
Routing Number	

## Buyer's Credit Card as a Secured Form of Payment

The Buyer's credit card will be used as a secured form of payment. In the event that an invoice is not paid within the specified payment terms, Seller has the right to charge the credit card for full outstanding balance and any additional charges.

## Credit Card Information

Credit Card Number	Type of Card
Cardholder Name	Expiration Date CW

## Sign

If our (Buyer's) account goes 30 days or more past due, I authorize American Apparel to charge the past due amount and an additional late fee charge of 3% of the outstanding balance to the Credit Card on file.

Printed Name	Signature
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## Owners/Principals

Name	% of Ownership	Address	City, State	Telephone

## Business References

Name	Address	City, State	Telephone	Account #

**American Apparel UK**  
Wholesale Accounts  
3rd Floor National House  
60 Wardour Street  
London W1F 0TA  
Tel: +4420 3206 2046  
Fax: +4420 7494 4478  
web [www.americanapparel.net](http://www.americanapparel.net)  
email: [infouk@americanapparel.net](mailto:infouk@americanapparel.net)

**American Apparel®**

Made in DOWNTOWN LA  
Vertically Integrated Manufacturing

[www.americanapparel.net](http://www.americanapparel.net)

## Order Confirmation/Counter Offer, and/or Credit Application Terms and Conditions

Buyer(s) 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. Seller specifically rejects any terms or provisions which set any standards, specifications or damages related to quality and time of delivery.

### Notice of Defects:

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. It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order.

### 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 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. 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 repurchase 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 any way related to the sale or distribution 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 the Buyer a 20% restocking fee for any returned merchandise. 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 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.

### 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 prevailing maximum allowable legal rate per month, collection agency fees in the amount of 30%, and/or reasonable attorneys' 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 \$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:

Any transactions between the Buyer and the Seller are governed by the laws of London, England, and the Company and any Guarantor hereby consent to the jurisdiction of the courts of this region, 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.**

### 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 respondeat superior.

### 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.

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Personal Guaranty:

In consideration of such credit extended and/or to be extended by American Apparel, Inc. in its discretion to the Company, the individual(s) signing this invoice, credit application and/or order confirmation (who, if more than one, shall be jointly and severally bound) hereby unconditionally guarantee(s) to American Apparel, Inc. 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 American Apparel, Inc. 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 American Apparel, Inc. 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 American Apparel the right to investigate credit from time to time of both the Company and the Personal Guarantor(s), if deemed necessary at the sole discretion of American Apparel, Inc.

Agreement and Acknowledgement:

Buyer(s) have carefully read and agree to the Credit Application and its Terms and Conditions stated on all pages of this application. Buyer authorizes American Apparel to verify the credit of the Company and/or the individual(s) whose Signature appears below. Buyer authorizes the above listed bank(s) and/or business references to release credit information of the Company and/or the individual(s) whose Signature appears below as requested by American Apparel **BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT ALL TERMS AND CONDITIONS ON ALL BLANK PAGES OF THIS DOCUMENT. Signatures must be by an authorized Officer, Partner and/or Owner of the Business.**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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