

Liberty**Wear**

5411 W McCormick RD
BLDG 600
Amarillo, TX 79118
Phone: 937-550-9466
Fax: 937-550-9644
info@liberty-wear.com

Sales Mgr. Approval:

Approved By: _____

Inside Rep: _____

Terms: _____

Order Attached: _____

Date: _____

Outside Sales Rep: _____

Request Type New Customer Drop Ship Customer Previous Customer Change in Terms

Name of Business (Legal) :

Date: _____

Shipping Address:

Billing Address:

Phone #:

Fax #:

Email Address:

Web Site:

Business Type New Sole Owner Partnership Corporation LLC Other

Date Company Formed: _____ State: _____ Federal ID #: _____

Vender's License #: _____ Please include a copy with your completed credit application

Owner / Partner Name / Title _____

Owner / Partner Name / Title _____

Other Representative / Title _____

Have you or the business ever filed a bankruptcy proceeding? Yes _____ No _____ (If yes, explain on separate page)

******* Post Dated Checks Are Not Accepted *********Terms in which you are applying****Information needed to complete this application**C.O.D. money order/cashier's
check _____ Sign the application

C.O.D. Company Check _____ Provide your bank information & sign the application

Net 30 _____ Provide bank information, 4 trade references & sign the application

Credit Card _____ Mark card type provide Card #, Expiration Date & Sign the Application

MC Visa Discover AMEX Card Number: _____ Exp Date: _____

Signature of Card Holder allowing Liberty Wear to use for orders: _____ 3 digits _____

Please provide references from distributors with Net 30 terms

Company Name	State	Phone Number	Account Number
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1. _____
2. _____
3. _____
4. _____

Bank _____ City / State _____ Phone # _____

Terms: Net 30 Days: Buyer agrees to pay all invoices within 30 days and to pay a service charge of 1.5% per month, which is an annual percentage rate of 18% on all overdue balances. Applicant hereby authorizes and grants Liberty Wear the right to investigate credit references and banking information. In addition, I / We, hereby, personally give this continuing guarantee to Liberty Wear that I / We will comply with the terms and conditions stated throughout this agreement and solely and personally be responsible.

Terms and Conditions

ACCEPTANCE: Seller's acceptance of buyer's order is expressly subject to all terms and conditions on the face and reverse of this sales order.

DELIVERY: Unless otherwise agreed and provided for, all items are sold F.O.B. destination to all states except AK and HI. Seller will deliver and bear the cost of transportation to the named destination. In the case of customer pickup, the vehicle furnished by buyer is the destination and seller's obligations regarding shipment are fulfilled when the goods are loaded to the vehicle. The means of shipment and carrier to the point at which seller's liability for transportation costs ceases shall be chosen by seller, unless buyer requests otherwise. Excess packing, marking, shipping, and transportation charges resulting from compliance with buyer's request shall be borne by buyer. If a specific shipping date is either not given or is estimated only and is not promised on the face of this order or in a separate writing signed by seller, seller will not be responsible for delays in filling this order nor liable for any loss or damages resulting from such delays. If a specific shipping date is promised, disputes, labor shortages, lack of transportation facilities, priorities required by requested by, or granted for the benefit of any governmental agency, or restrictions imposed by law or governmental regulation.

RETURNS AND EXCHANGES: Upon receiving shipments please inspect all items for any discrepancies, including the following, and bring them to the attention of the Liberty Wear Returns Department within 2 business days: Damaged shipping boxes and packages, merchandise received other than what is billed on the invoice, defective merchandise, and shortages. For all other concerns, please contact the Liberty Wear Returns Department for further assistance. Before merchandise may be returned, the following information must be provided, and procedures followed: Customer Number, Invoice Number, or PO Number and date, Style Number's, sizes, and material type. Reasons for return:

Customer Error (15% Restock Fee applies) – Wrong item, size, or quantity ordered. Overstock. Refused COD's. **Liberty Wear Error** – Wrong item, size or quantity sent. Shipped to wrong address. Defective merchandise (please note type of defect). **Even Exchange of Merchandise** – Call the Liberty Wear Returns Department for a return authorization number. Mark the return number given on the outside of the box; returns arriving without this number will be returned to the customer at their expense. Merchandise received due to Liberty Wear error of defects needing to be returned or exchanged will have an RS tag issued and shipping charges on the original invoice credited. Merchandise being returned due to customer error will be at the customer's expense with no shipping credit from the original invoice. Even exchanges will be charged shipping on new merchandise being sent. Drop-ship customers will be charged a drop-ship fee on even exchanges. Returned items that have been worn will be subject to repair only and will be returned to the customer. No exchanges will be permitted. No returns or exchanges on closeout items will be permitted. **All Sales Final**. No returns or exchanges on items smelling of tobacco products, perfumes and mildew or items with markings made by the customer such as ink pens, markers, and tape. Items received in this manner will be returned to the customer at their expense. Items returned with security tags that cannot be removed by Liberty Wear will be returned to the customer for proper removal at the customer's expense. All returns will be inspected by the Liberty Wear Returns Department or suppliers before determining whether to issue credit or send replacement items. Determinations will only be made after returned items have been received and inspected. Merchandise received that is not listed on an authorized return will be returned to the customer at their expense. **All returns must be received within 15 business days from the date other return was issued.** Credits will be issued in one of the following manners: **Net Terms** – Credit applied to account for use towards payment on open invoices. **Credit Card** – credit issued back to credit card. **COD'S** – Refund check will be issued.

CREDIT APPROVAL: Deliveries by seller are subject to approval by seller's credit department. If seller doubts buyer's financial responsibility, then seller may require buyer to submit satisfactory evidence of its ability to pay, to provide adequate security for payment, or to pay cash before shipment. Seller's credit request form shall be used to extensions of credit from seller to buyer. All terms and conditions contained herein apply with equal force to the credit agreement.

BUYER'S OBLIGATIONS TO PAY FOR THE GOODS: Unless otherwise agreed on the face of this agreement, payment shall be made within thirty (30) days of delivery. Any amount unpaid after thirty (30) days from delivery shall bear interest at a rate of 1.5% per month. For any payment withheld for any longer period, buyer shall pay interest at the rate of 18% per annum. Buyer acknowledges that seller may not have on hand in seller's open stock all the items purchased by the buyer.

ACCELERATION: The making of payment at the time it falls due shall be considered as the essence of the agreement. In case of failure so to do, the seller shall have the right to cancel the contract and to declare due the entire amount unpaid. If the credit of the purchaser shall at any time, in the judgment of the seller, become impaired, seller shall have the right to require payment in advance before making further shipments. If the seller deems itself insecure, it may declare the entire unpaid purchase price of the goods and merchandise covered hereby to be immediately due and payable. If the seller deems itself insecure, it may refuse to make future deliveries hereunder except for cash on delivery or equivalent.

EFFECT OF DELAY IN PAYMENTS OR FINANCIAL INSECURITY OF BUYER: In the event that payment for goods shipped is not promptly made in accordance with the terms of this sales; or in the event that the credit of the financial responsibility of purchaser becomes impaired or unsatisfactory to seller, seller reserves the right to demand cash or satisfactory security before making shipments. Upon the failure of buyer to provide cash or satisfactory security to fully satisfy seller's demands, seller reserves the right to discontinue making shipment and to cancel the sale, or any part of the sale, thereby terminating all obligations on the party of seller for delivery of the goods, or any part of the goods sold.

REPOSESSION AND RESALE: Time is of the essence to this contract. If buyer fails to pay promptly any proper charges under this agreement or fail to comply with any or all provisions to it, seller may declare the full amount of the purchase price then unpaid to be due and payable, and, at the option of the seller, its agents, or assigns, may enter on any premises where the goods may be located and take possession of it, including accessories and replacements supplied by seller, and seller may retain any and all payment made by buyer as liquidated damages and as reasonable compensation for use of goods by buyer up to time of such repossession by seller. Seller may resell any goods so retaken at public or private sale, with or without notice to buyer, upon such terms and in such manner as seller may determine and may hold buyer liable for any difference resulting from such sale.

TEXAS LAW GOVERNS: This contact shall take effect and shall be construed in accordance with the laws of the State of Texas. The venue for any and all litigation between the seller and buyer shall be Randall County, Texas.

ATTORNEY FEES: Buyer is liable for any and all attorney fees and costs associated with collecting any portion of any unpaid balance incurred by seller as a result of buyer's breach of any term or condition of this agreement.

The above terms and conditions in this writing for the sale of goods represent a complete representation of all the terms and conditions of this transaction. These terms and conditions continued herein apply to each and every transaction conducted, and credit extended between buyer and seller. Any changes or amendments to this transaction must be made in writing and agreed to by both parties with full knowledge and consent. The omission of any term or condition from this agreement does not constitute waiver of any term or condition. I have read the above and agree to the terms and conditions.

Officer/Owner: _____ Title: _____ Date: _____

Form completed by (please print): _____