



Credit Application

Buffalo, NY (WHQ): 716.826.2636

Rochester, NY: 585.235.0160

Albany, NY: 518.438.0139

Syracuse, NY: 315.299.4114

Guilford, CT: 203.481.3469

Watertown, NY: 315.782.8247

Carolinas: 704.220.1779

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Date: _____

Business Name: _____ Tax Identification #: _____

Billing Address: _____ Ship to: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Type of Business: _____

Sales Tax Exempt #: _____ **Send Certificate for Our Files**

Credit Limit Requested: _____

Person to Contact and Email:

(AP) _____

(Purchasing) _____

TRADE REFERENCES:

SUPPLIER 1: _____ Email: _____

Address: _____

Phone: _____ Fax: _____

SUPPLIER 2: _____ Email: _____

Address: _____

Phone: _____ Fax: _____

SUPPLIER 3: _____ Email: _____

Address: _____

Phone: _____ Fax: _____

SUPPLIER 4: _____ Email: _____

Address: _____

Phone: _____ Fax: _____

BANK: _____

Account #: _____

Phone: _____ Fax: _____

Office Use Only [CA2024]

Approved By: _____ Date: _____

Cust. Class: _____ CR Limit: _____

SLSP/Terr: _____ GEO Code: _____

Terms Code: _____ County: _____

Please email this completed application to creditapp@hanessupply.com

www.HanesSupply.com



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The undersigned or each of them, if there are more than one (hereunder collectively referred to as the "undersigned"), certifies the above information to be true and correct and by these presents requests Hanes Supply, Inc., to open a credit account. The undersigned, or each of them, accepts as notice in writing of, and consents to the obtaining from any credit reporting agency or any other person of, such information as Hanes Supply, Inc., may require at any time in connection with the credit hereby applied for and consents to the disclosure of any information concerning the undersigned to any credit reporting agency, or to any person with whom the undersigned has or may have financial relations. The undersigned agrees to the following conditions:

1. Pay according to the Terms and Conditions of Sale, a copy of which is attached. It is expressly agreed and understood that these Terms and Conditions of Sale apply to all sales and supercede all others.
2. That Hanes Supply, Inc., reserves the right to levy a service charge and that such a charge would be 1-1/2% per month on any amounts overdue. Additionally, the undersigned shall be responsible for all collection costs and attorneys fees in connection with any delinquent amount.
3. Accept that payments are to be imputed firstly on the service charges and then on other amounts owing in their normal chronological order beginning with the oldest.
4. Accept that if at any time the undersigned's financial responsibility appears unsatisfactory to Hanes Supply, Inc., or the undersigned fails to comply with the terms of payment, Hanes Supply, Inc., may then, without prejudice to any of its other rights, defer any shipment until the undersigned fulfills these obligations. The undersigned also acknowledges that if he has failed to comply with the terms of sale and payment for any purchases made from Hanes Supply, Inc., or with any of the conditions hereof, the said Hanes Supply, Inc., may cancel this credit account for the future.
5. Accept that if this account is cancelled by Hanes Supply, Inc., then the outstanding balance of this account becomes fully due and exigible.
6. Accept that in the event of plurality of signatures, all are jointly and severally liable for the payment of the net unpaid balance of the amounts of all purchases and other proper charges.
7. That the undersigned has full authority to execute this document on behalf of the Company.

GENERAL INFORMATION

Has the business or principle ever declared bankruptcy? YES NO

Are there any outstanding liens or judgements? YES NO

Business Name: _____

Started In: _____ No. of Employees: _____

Sales Figure: _____ Net Worth: _____

Are Your Statements Available: _____

Type of Business: _____

Description of Your Operation: _____

Signature: _____ Date: _____

Print Name: _____ Position: _____

**Please email this completed application to creditapp@hanessupply.com
www.HanesSupply.com**

**TERMS AND CONDITIONS OF SALE for HANES SUPPLY INC.
(INCORPORATED IN ACCEPTANCE SHOWN ON REVERSE SIDE OF THIS PAGE)**

1. **ACCEPTANCE-** This purchase acknowledgement ("Purchase Acknowledgement") constitutes Seller's acceptance to Buyer of Buyer's purchase order ("Purchase Order"), conditioned upon assent by Buyer to all terms and conditions contained herein. Buyer's assent to all terms and conditions contained herein will be assumed unless Buyer notifies Seller, in writing, to the contrary within five (5) days after receipt of this Purchase Acknowledgement. No term, condition, amendment or revision stated by Buyer in Buyer's Purchase Order shall be binding upon Seller if it is in conflict with, inconsistent with or in addition to the terms and conditions contained herein unless accepted by Seller in writing.

2. **PRICE-** Prices specified in this Purchase Acknowledgement shall not be subject to change without the written approval of Seller. To all prices will be added the amount of any tax assessed or to be collected by Seller with respect to sale, delivery or use of the articles furnished under this Purchase Acknowledgement ("Articles").

3. **DELIVERY-** Seller shall endeavor to deliver the Articles by or on the dates specified in Buyer's Purchase Order, but Seller shall have no liability whatsoever to Buyer or any third party for failure to deliver the Articles on such dates. It is hereby agreed that time is not of the essence unless otherwise agreed to by Seller in writing. Buyer shall excuse Seller and Seller shall not be liable for any delay in delivering or failure to deliver the Articles due to acts of God, strike or other labor troubles, weather, fire, act of government authority, failure of transportation, or any other cause (whether or not similar to the foregoing) beyond Seller's control. To the extent that this Purchase Acknowledgement provides for Seller's manufacturing the Articles without prompt delivery thereof, Buyer must, in any event, accept delivery thereof within Ninety (90) days of Buyer's Purchase Order. In the event Buyer refuses such delivery within said Ninety (90) day period or anticipatorily repudiates thereon by indication or intention to so refuse, Seller can deem Buyer in breach as to the whole of the contract hereunder and immediately sue and recover damages according to the contract price therefor for all the Articles, without regard to whether or not there is any realistic prospect for resale of the Articles by Seller.

4. **TERMS-** Net Thirty (30) days.

5. **SUBCONTRACTING-** Seller may, at its option, subcontract this Purchase Acknowledgement or any portion hereof.

6. **TITLE AND RISK OF LOSS-** Both title to and risk of loss of the Articles shall pass to Buyer upon Seller's delivery of the Articles to a common carrier.

7. **SHIPMENT-** Seller shall endeavor to ship the Articles by the mode of transportation specified by Buyer in Buyer's Purchase Order, but Seller shall have no liability whatsoever to Buyer or any third party for failure to ship the Articles by such mode of transportation. Any shipment postponed by Buyer beyond the original date specified in its Purchase Orders shall be billed by Seller and paid for by Buyer as of the original delivery date and title to such Articles shall pass to Buyer upon billing by Seller to Buyer. Upon any such postponement by Buyer, Buyer shall assume any and all risks and shall reimburse and/or pay Seller for any and all expenses incurred by Seller in connection with any storage of the Articles.

8. **INSPECTION-** Buyer acknowledges that Three (3) days provides Buyer with a reasonable amount of time to inspect the Articles. Therefore, the Articles shall be subject to final inspection and acceptance by Buyer within Three (3) days after receipt by Buyer any and all expenses in connection with such inspection shall be borne solely by Buyer. Buyer's failure to inspect within said time shall constitute a waiver of Buyer's rights of inspection and rejection. Upon inspection of the Article within said Three (3) days, Buyer shall immediately notify Seller in writing as to any Articles that Buyer intends to reject and particularize in detail all defects therein. If, upon inspection, Buyer fails to immediately notify Seller as to which Articles it intends to reject, such failure to notify shall be deemed an acceptance of the Articles by Buyer. Upon Seller's receipt from Buyer of a timely notice to reject, Seller may, at its option, cure within a reasonable amount of time. Any Article properly rejected by Buyer shall be returned to Seller upon written approval of Seller and at Buyer's risk and expense plus applicable transportation charges. All Articles not properly rejected hereunder shall be deemed conforming.

9. **RETURN POLICY-** Any and all returns of any article may be made only upon the consent of the seller. Upon any return consented to by seller, seller reserves the right to charge buyer a reasonable restock charge

10. **PAYMENT-** Net payment for the Articles shall be Thirty (30) days following issuance by Buyer of an appropriate invoice. Buyer shall not have the right to set off or recoup any present or future claims which Buyer may have against Seller against amounts due for payment by Buyer to Seller.

11. **SECURITY-** In the event that Seller determines that Buyer's credit is unsatisfactory, Seller may require payment or security before commencing manufacture, continuing manufacture and/or delivering any shipment hereunder. Buyer's failure to provide such payment or security as demanded by Seller shall cause Buyer to be immediately liable for full payment for the Articles already processed or in the course of being processing, as the case may be, and Seller may, at its option, decline to complete manufacture and/or delivery.

12. **WARRANTY-** Seller represents and warrants that the Articles shall be free from defect of material and workmanship. THE FOREMENTIONED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. Buyer's sole and exclusive remedy for the aforementioned warranty shall be the replacement of the Articles proven to be defective or, at Seller's option, refund or credit to Buyer equal to the amount paid by Buyer for the defective Articles. Subject to any generally applicable law, Seller shall in no event be liable to Buyer or to any third party for:

(a) indirect, special or consequential damages alleged to have been caused by the Articles, whether claimed under contract, warranty, tort or strict liability theories; or

(b) damages in excess of the price of the Articles claimed to be defective.

13. **CHANGES-** Buyers may not at any time make changes or additions to the general scope of this Purchase Acknowledgment.

14. **ASSIGNMENT-** The assignment by Buyer of any right, title or interest in this Purchase Acknowledgement without the written consent of Seller shall be wholly void and totally ineffective. Seller may assign claims from money due or to become due hereunder to a bank or other financing institution. Buyer agrees that Buyer shall not delegate any obligation which it has under this Purchase Acknowledgement without the written consent of Seller and any attempted delegation by Buyer without written consent of Seller shall be void.

15. **LIMITATION OF LIABILITY-** Seller shall not be liable to Buyer for any damages, expenses, liabilities and losses of any kind whatsoever (including, without limitation, attorneys' fees, costs and expenses in connection therewith) on account or by reason of injury to or death of a person whatsoever, or loss of or damage to any property whatsoever caused by, arising from, or related to the performance under this Purchase Acknowledgement of the Seller, its agents, employees or independent contractors, or the actor failure to act, of Seller, its agents, employees or independent contractors. Seller shall not be liable to Buyer for any damages, expenses, liabilities and losses of any kind whatsoever (including, without limitation, attorneys' fees, costs and expenses in connection therewith) on account or by reason of injury or death of any person whatsoever, or loss of or damage to any property whatsoever caused by, arising from, or related to the Articles.

16. **CANCELLATION FOR DEFAULT-** Seller may cancel the sale contemplated by this Purchase Acknowledgement (or any part thereof) by written notice to Buyer if: (a) Buyer fails to make payment for the Articles as required hereunder or otherwise fails to comply in any way with this Purchase Acknowledgement; (b) any proceeding filed by or against Buyer in bankruptcy or insolvency; or (c) any judgement or tax lien or warrant is entered against Buyer.

17. **TERMINATION FOR CONVENIENCE-** Seller may at any time by written notice to Buyer terminate the sale contemplated by this Purchase Acknowledgement (or any part thereof) at its convenience and for reasons other than default as contemplated by Paragraph 15 here-of. Upon such termination, Seller shall have no liability to Buyer whatsoever.

18. **MERCHANT-** Buyer hereby acknowledges that it is a merchant as such term is defined in the Uniform Commercial Code.

19. **CHOICE OF LAW-** This Purchase Acknowledgement shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflict of laws, and, with respect to this Purchase Acknowledgement, Buyer consents to the jurisdiction and venue of the Supreme Court of the State of New York, County of Erie, unless such consent is otherwise prohibited.

20. **STATUTE OF LIMITATIONS-** Any action arising out of or relating to this Purchase Acknowledgement shall be commenced within one (1) year after the cause of action has accrued.

21. **ARBITRATION-** Any dispute or claim arising out of or pursuant to this Purchase Acknowledgement shall be submitted to binding arbitration in accordance with the expedited (or, if available, super-expedited) rules of the American Arbitration Association. The site of such arbitration proceedings shall be in Buffalo, New York. Except as otherwise expressly provided herein, judgement upon the award may be entered in any court having jurisdiction thereof. This Paragraph shall not limit either party's right to obtain any provisional or equitable remedy, including, without limitation, injunctive relief from any court of competent jurisdiction, as many be necessary in the sole judgement of such party to protect its rights. Neither Buyer nor Seller shall be afforded discovery in any such arbitration and all parties shall be precluded from applying to any court for such discovery.

22. **EXPENSES-** In the event of any arbitration proceeding or litigation pursuant to this Purchase Acknowledgement, the prevailing party shall be entitled to recover its reasonable costs, expenses and attorney's fees from the non prevailing party.

23. **COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE-** In construing this Purchase Acknowledgement, parol evidence of course of performance, course of dealing or usage of trade shall not be permitted.

24. **ENTIRE AGREEMENT-** This Purchase Acknowledgement, with such documents as are expressly incorporated herein by reference, is intended by Buyer and Seller as a final expression of their agreement with respect to the subject matter herein and is intended also as a complete and exclusive statement of the parties regarding the subject matter herein, and supersedes all prior and contemporaneous negotiations, undertakings and agreements of the parties, whether written or oral, with respect to the subject matter herein including, without limitation, Buyer's Purchase Order.

25. **SEVERABILITY-** If any part of this Purchase Acknowledgement is found by an arbitrator or by a court of competent jurisdiction to be void and unenforceable, the remainder of this Purchase Acknowledgement shall remain in full force and effect.

26. **GRANT OF SECURITY INTEREST-** To secure payment for all purchases from Secured Party, now and in the future, Debtor hereby grants Secured Party a continuing security interest in all of Debtor's presently owned or hereafter acquired (a) goods, (b) instruments, (c) promissory notes (d) Chattel paper including electronic chattel paper and tangible chattel paper, (e) documents, (f) books and records, (g) accounts, (h) accounts receivable, (i) equipment, (j) inventory, (k) commercial tort claims (l) general intangibles, (m) payment intangibles and (n) software, together with all proceeds and all support obligations thereof. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor. The term "Obligations" as used in this Agreement shall mean and include all indebtedness, liabilities and obligations, liabilities and obligations of any nature, however arising whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Hanes Supply, Inc.; bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Hanes Supply, Inc. and Customer. In the event of default Hanes Supply, Inc. may declare all unpaid balances due. Customer authorizes Secured Party to file a financing statement describing the collateral. In addition, Hanes Supply, Inc. hereby notifies its authorization for Secured Party to have filed in any jurisdiction any financing statements or amendments thereto if filed prior to the date hereof. Applicant authorizes Secured Party to file a Uniform Commercial Code (the "UCC") Financing Statement in the filing office of any jurisdiction(s) Secured Party deems to be appropriate pursuant to the UCC.

27. **MODIFICATION-** This Purchase Acknowledgement may not be discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by Buyer and Seller.

28. **WAIVER-** The failure of Seller to enforce at any time the provisions of this Purchase Acknowledgement shall in no way be construed to be a waiver by Seller of such provision, nor in any way to effect the validity of this Purchase Acknowledgement (or any part thereof) or the right of the Seller thereafter to enforce each and every such provision. No waiver by Seller of any breach of this Purchase Acknowledgement shall be held to be a waiver of any other or subsequent breach. All claims of Buyer arising under this Purchase Acknowledgement shall be deemed waived by Buyer unless reported by Buyer to Seller in writing within Thirty (30) days after receipt of the Articles.

"To the extent applicable, all parties agree that they will abide by the provisions 29 CFR Part 471 Appendix A to Subpart A. Additionally, This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-300.10 and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."