

CREDIT APPLICATION



LAT Apparel
137 Leo Taylor Lane
Ball Ground, GA 30107
(800) 414-5650 - FAX (770) 479-9739 – Email: service@latapparel.com

Corporate Name _____ New Application ____ Review/Credit Upgrade ____
DBA _____ Credit Limit Requested \$ _____
Address _____ Business Type: Corporation ____ Partnership ____ Proprietorship ____
City _____ State ____ Zip Code _____ Account Requested: COD Company Check ____ Net 30 ____
Phone (____) _____ Fax (____) _____ Years in Business _____
Accounts Payable Contact Name _____ Email _____
Phone (____) _____

Principle(s) Name _____ Principle(s) Name _____
Title _____ Title _____
Address _____ Address _____
City _____ State ____ Zip Code _____ City _____ State ____ Zip Code _____

BANKING INFORMATION

*I hereby authorize you to release to **LAT Apparel** any and all information which they may request concerning my accounts with your bank.* Signature _____ Date _____

Bank _____ Account # _____
Address _____ Account Rep _____
City _____ State ____ Zip Code _____ Phone (____) _____

TRADE REFERENCES

Company _____ Company _____
Address _____ Address _____
City _____ State ____ Zip Code _____ City _____ State ____ Zip Code _____
Phone (____) _____ Fax (____) _____ Phone (____) _____ Fax (____) _____
Account # _____ Account # _____

Company _____ Company _____
Address _____ Address _____
City _____ State ____ Zip Code _____ City _____ State ____ Zip Code _____
Phone (____) _____ Fax (____) _____ Phone (____) _____ Fax (____) _____
Account # _____ Account # _____

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and to answer questions about your credit history with me.

Signature _____ Date _____



LAT Apparel

Account #

Empty rectangular box for account number

I agree that I will pay for all goods and services which LAT Apparel (hereafter called seller) sells to me on credit in the manner set forth in this Agreement. I understand that seller may from time to time extend or refuse credit to me.

I will pay to seller at its office, as set forth above, the price of all goods and services which I purchase from seller plus other charges agreed to by me. I will pay all charged for invoices purchased under this Agreement within thirty (30) days of the invoice date unless otherwise agreed in writing, signed by both parties. Seller can accept late payments or partial payments even though marked "payment in full" without losing any of its rights under this Agreement.

If I fail to make payments on my account in full when it is due, then seller can declare all amounts to be immediately due and payable and can immediately seek to obtain a judgment against me for the full amount due. I agree the no action which seller brings to enforce any of its rights against me nor any delay by seller in enforcing its rights will cause it to lose any other rights it may have against me and that all rights which seller may have against me will be cumulative. In the event seller hires a lawyer to collect any amount due from me, then I will pay an additional 15% of the amounts otherwise due and payable as attorney fees (provided that I will have 10 days from receipt of notice that seller intends to enforce this provision during which time I may pay all amounts due in full without attorney fees). All returned checks will be subject to a \$25.00 service charge.

I agree that all orders are subject to acceptance by seller at its business office in Canton, Georgia. Sales representatives do not have the authority to bind seller. The seller may cancel any order in whole or in part at any time. No promises or representations will be binding on the seller except as specifically set forth herein. Acceptance may be transmitted by facsimile and will be effective upon sending. Seller reserves the right in its sole discretion at any time and without notice, to change prices, colors, widths, patterns, and manufacturing specifications of any of its goods or to discontinue or withhold the manufacture of any pattern size or color of goods. In the event of an increase in price, all orders on file on the effective date of the increase specifying immediate shipment will be shipped at the lower price. Prices are f.o.b. shipping points, unless otherwise specified. Additionally, buyer will pay all invoiced amounts, including those amounts which seller is required to pay on account of any excise, use or sales taxes or charges which may be established or levied upon the goods ordered by the buyer or any part thereof, or the use, sale or delivery thereof. The seller will only accept cancellations with prior written consent and subject to a 15% restocking charge. NO CANCELLATION WILL BE ACCEPTED ON CUSTOM ORDERS. Buyer assumes all risk of loss or damage incurred from point goods are placed with a common carrier. Ship date appearing on acknowledgement is only an approximate ship date. Goods may be shipped before or after that date.

Seller gives no warranty, expressed or implied, as to description, quality, merchantability, fitness for any particular purpose, productiveness or any other matter, of any goods which seller will supply. The seller will in no way be responsible for their proper use and service. If goods are found to be defective, which determination will be exclusively reserved to the sole discretion of the seller, seller's liability, at seller's election, will be limited to a refund of the actual purchase price paid or repair of the specific portion of the defective goods for which a written claim was received by seller with five (5) days after shipment. Goods for which the purchase price has been refunded or which have been replaced will be returned to seller and disposed of as seller may direct.

This Agreement is entered into in the State of Georgia, the parties agree that all the provisions of this Agreement will be interpreted and construed under the laws of the State of Georgia, unless otherwise prohibited. The State Court of Cherokee County, Canton, Georgia, will be the exclusive forum in which to adjudicate any dispute under this Agreement.

I agree that all sales made under this Agreement are made subject to all the terms and conditions set forth herein and on the front page of this Agreement, all of which is accepted by the buyer. This document, front and back, constitutes the entire agreement between seller and buyer. No modification of this Agreement and no waiver of any portion hereof or any right of seller will be binding on seller unless it is in writing and signed by a duly authorized officer of seller.

For and in consideration of the sum of \$1.00 paid undersigned by seller, receipt whereof is hereby acknowledged, and in further consideration of LAT Apparel extending credit to and agreeing to purchase accounts receivable arising out of sales to _____ (hereafter called debtor), the undersigned hereby guarantees to seller the payment of any accounts receivable together with all interest, late charges, attorney's fees, and any sums advanced or that may be advanced under this agreement or any other extension of credit by seller to the debtor. The liability of undersigned under this guaranty will be joint and several with the liability of said debtor, and seller will not be required to exhaust its remedies, or to bring any action against said debtor, before bringing action against undersigned. Further, the liability of the undersigned will not be affected or released by surrender, release or substitution of any collateral securing the obligation guaranteed hereby, by the release of any guarantor, endorser or surety of the obligations, by failure to undertake to collect upon such collateral or any part thereof, or by seller inability to realize upon such collateral or to proceed against any debtors endorser, or surety by reason of its negligence or mistake in judgment in handling or otherwise dealing with such collateral, guarantor, endorser, or surety. Seller may without notice to undersigned and without affecting undersigned's liability, compromise or adjust the amount or terms of payment on the obligation of the debtor to it. This is a continuing guaranty and will cover all accounts receivable purchased or to be purchased by seller whether such accounts receivable arose prior to the execution of this guaranty or will arise in the future. ***This guaranty will continue until written notice of its cancellation is given to seller or until such expiration date may be indicated herein, and such cancellation or expiration date will not affect the liability of the undersigned with respect to accounts receivable owned by seller at the time of receipt of such notice or upon reaching such expiration.***

Undersigned represents and warrants that it has a direct interest in the financial affairs of the debtor and has the power and authority to execute this guaranty.

Signature of Owner or Officer _____ Date _____

Printed name of Owner or Officer _____ Date _____

Notary Public/Witness _____

**CREDIT APPLICATION ON REVERSE SIDE MUST BE COMPLETED AND SIGNED!
PLEASE REMIT ORIGINAL SIGNED DOCUMENT TO 137 LEO TAYLOR LANE, BALL GROUND, GA 30107**