

PVH CANADA INC.

NEW ACCOUNT APPLICATION FORM

1001 Frontier Road, Ste 100, MS#3. Bridgewater, New Jersey, 08807-2955 U.S.A.
Phone: (908) 685-0050

NOTE: This Credit Application MUST be accompanied by an initial order for processing to take place.

CO: 7000 (circle):

DRESS FURNISHING

18 Dress Shirt
 05 Neckwear Canada
 06 Studio Canada
 07 Insignia Canada
 08 Tommy Neckwear Canada
 CV Accessories VH
 CZ Accessories IZOD
 CD Accessories DKNY

HERITAGE SPORTSWEAR

60 CA Sportswear
 87 Swimwear Canada
 82 IZOD Sportswear CA
 84 VH Sportswear
 93 DKNY Sport Canada
CA CALVIN KLIEN
 81 CK Canada Sport
 91 CKJ Canada Mens
 92 CKJ Canada Womens

TOMMY

88 Tommy Hilfiger Canada
CA UNDERWEAR GROUP
 HC TH Underwear Canada
 WC Warners Canada
 OC Olga Canada
 KC MK Underwear Canada
 9M CKU Canada Mens
 9W CKU Canada Womens
 8M True Mens Canada

Sales Rep Name & Number _____ **Region** _____ **Cust Type.** _____

Initial Order Value: _____ **Anticipated Annual Sales:** _____

The undersigned applicant furnishes the following information for the purpose of procuring and establishing credit with PVH Canada Inc. Applicant represents and warrants said information is true and complete. This is an agreement for the sale of goods; an incomplete application will cause a delay in processing.

BILL TO:

SHIP-TO:

Legal Name _____
 (Financially responsible party)
 DBA Name _____
 Address #1 _____
 City & Province _____ Postal Code _____
 Telephone # _____ Fax # _____
 Contact Name _____
 Type of Entity: Corporation _____ Unlimited Liability Corporation _____ Partnership _____ Sole Proprietorship _____
 Jurisdiction and Date of Incorporation _____ Years in Business _____ E-MAIL _____
 BN # _____

Name _____
 Address #1 _____
 Address #2 _____
 City & Province _____ Postal Code _____
 Telephone # _____
 [Note: attach additional pages for multiple ship-to locations]
 Duns Number (D&B) _____

TRADE REFERENCES

(Cite at least THREE)

<u>NAME</u>	<u>ACCOUNT NO.</u>	<u>NAME</u>	<u>ACCOUNT NO.</u>
BALLIN	_____	GUESS?	_____
BODEK & RHODES	_____	PEERLESS	_____
COLUMBIA	_____	POLO/RALPH LAUREN	_____
GENESCO	_____	SANMAR	_____
KELLWOOD	_____	TYR	_____
LEVIS	_____	WOOLRICH	_____

OTHER CREDIT REFERENCES NOT NOTED ABOVE:

1) Name _____ 2) Name _____ 3) Name _____

Has your company or any of its owners, partners, agents, directors or principal officers filed any proposal or made any assignment for the benefit of creditors or any arrangement or compromise or become bankrupt or insolvent or taken the benefit of or become subject to any legislation that may be in force relating to bankrupt or insolvent debtors within the past 10 years? Yes/No

BANK REFERENCE AND BANK RELEASE

Account Number(s) _____
Bank Name and Address _____
Bank Contact _____ Bank Phone Number (_____) _____
Account Name (name the account is listed under) _____
Authorized Signature (*Required*) _____ Title _____ Date _____

PRINT NAME _____

PLEASE RELEASE TO PVH CANADA INC. ALL INFORMATION REQUESTED BY IT AND/OR ITS REPRESENTATIVES

BLANKET RESALE/EXEMPTION CERTIFICATE

The undersigned vendee hereby certifies that it is a registered vendor for the purpose of the applicable Provincial Sales Tax legislation, pursuant to Registered Vendor No. _____, and that all the tangible personal property purchased from PVH Canada Inc. and its divisions is for the following reason:

_____ Resale, in the regular course of business, in the form of tangible personal property
_____ Other authorized exemption (describe) _____

This certificate shall be considered a part of each order given by the vendee from and after the effective date hereof, unless such order shall otherwise specify, and shall continue in full force and effect unless and until revoked in writing by the vendee.

This vendee understands and agrees that if it uses any property it purchases tax-free under this certificate in any manner which would not exempt the sale from Provincial Sales Tax, it becomes the user or consumer of such property, and as such assumes liability for and undertakes to pay the tax and penalty thereon, if any.

Date _____ 20____.

<u>Province</u>	<u>Registration Number</u>	<u>Province</u>	<u>Registration Number</u>
_____	_____	_____	_____

ATTACH ADDITIONAL SHEETS IF NECESSARY. CERTIFICATE(S) VALID ONLY FOR THE PROVINCES(S) LISTED WITH THIS APPLICATION.

CREDIT AGREEMENT WITH PVH CANADA INC.

Applicant (hereinafter referred to as "Customer") agrees that the following terms and conditions will govern any account established for Customer's use with PVH Canada Inc. or any of its divisions or subsidiaries (together, "PVH Canada Inc.").

- 1) Customer agrees to pay all PVH CANADA INC. invoices at the time, in the manner and in accordance with the terms printed thereon.
- 2) Customer agrees to be responsible for all collection costs, including attorney's fees and expenses incurred by PVH CANADA INC. in connection with seeking payment for any amounts not timely paid to PVH CANADA INC.
- 3) The decision to make credit available to Customer is in PVH CANADA INC.'s sole discretion. Should credit availability be granted, PVH CANADA INC. reserves the right to modify the amount and other terms of credit or to terminate credit availability at any time. PVH CANADA INC. shall have the right to refuse to ship any merchandise, revoke or reduce credit, and demand payment in full, amongst other remedies, if Customer has not paid PVH CANADA INC. in a timely manner, if Customer fails to provide any financial information requested by PVH CANADA INC., or if PVH CANADA INC. has determined that Customer has provided false information to PVH Canada Inc. in connection with this application.
- 4) PVH CANADA INC. shall not be bound by any credit or payment terms or conditions on the Customer's order forms or other documents that attempt to impose upon PVH CANADA INC. any terms or conditions of sale that vary from those stated herein or granted by PVH CANADA INC. pursuant to this application. PVH CANADA INC.'s failure to object to any such credit or payment terms or conditions contained in Customer's order form or other documents shall not be deemed a waiver of PVH CANADA INC.'s credit or payment terms or conditions.
- 5) Customer authorizes PVH CANADA INC. to investigate Customer's credit and financial standing by any means PVH CANADA INC. determines to be necessary, including periodic credit checks after the submission of this application. In addition, Customer agrees to authorize its bank(s) and other creditors (past and present) to provide credit and financial information to PVH CANADA INC. Customer warrants that any information provided by it to PVH CANADA INC. is correct.
- 6) Pricing, shipping or other discrepancies should be brought to the attention of PVH CANADA INC. customer service within 30 days after the invoice is received. PVH CANADA INC. will not be responsible for any correction to the invoice after a six-month period.
- 7) Should any provisions herein be determined inconsistent with or contrary to applicable law, such provisions shall be deemed amended or omitted to conform therewith, without further affecting any other provisions or the validity of this agreement.
- 8) Customer agrees to notify PVH CANADA INC. by mail of any change in the name, jurisdiction of organization or legal form of Customer. Customer shall also provide notice to PVH CANADA INC. if there is a change in the persons or entities that own or control Customer.
- 9) The parties hereto have requested that this document be drawn up in the English language. Les parties aux présentes ont exigé que ce document soit rédigé en langue anglaise. S'il ya des divergences entre les traductions de ce document française et anglaise, la version anglaise prévaudra.

CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS CREDIT AGREEMENT

Authorized Signature (Required) Title Date

If Customer is a corporation:

PRINT NAME Name of Corporation: _____
By: _____
Title: _____
I/We have authority to bind the corporation