

# 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  
 06 Neckwear Studio  
 08 Tommy Neckwear

**CALVIN KLEIN**

81 CK Sport

**UNDERWEAR GROUP**

HC TH Underwear  
 WC Warners  
 7M Nike  
 9M CKU Mens  
 9W CKU Womens  
 8M True Mens  
 8W True Womens

**HERITAGE**

60 Sportswear

**TOMMY**

THAM Tommy Hilfiger Mens  
 THAC Tommy Accessories

**OTHER:** \_\_\_\_\_

**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)

Name \_\_\_\_\_

DBA Name \_\_\_\_\_

Address #1 \_\_\_\_\_

Address #1 \_\_\_\_\_

Address #2 \_\_\_\_\_

City & Province \_\_\_\_\_ Postal Code \_\_\_\_\_

City & Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Telephone # \_\_\_\_\_

Contact Name \_\_\_\_\_

[Note: attach additional pages for multiple ship-to locations]

Type of Entity: Corporation \_\_\_\_\_ Unlimited Liability Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Jurisdiction and Date of Incorporation \_\_\_\_\_ Years in Business \_\_\_\_\_ E-MAIL \_\_\_\_\_

BN # \_\_\_\_\_ 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	_____	VF CORP	_____
LEVIS	_____	WOOLRICH	_____

**OTHER CREDIT REFERENCES NOT NOTED ABOVE:**

2) Name \_\_\_\_\_

1) 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\_\_\_\_.

Province                      Registration Number                      Province                      Registration Number  
\_\_\_\_\_  
\_\_\_\_\_

**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