

PVH CORP.

NEW ACCOUNT APPLICATION FORM

1001 Frontier Road, Ste.100, MS #3, Bridgewater, New Jersey 08807-2955

Phone (908) 685-0050

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

DIVISION(S) (circle):

DRESS FURNISHINGS

1C Cold Weather
04 Dress Licensed Brands (RL/KL/Shaq)
11 Private Brands Dress (Eagle/Mad./C&Ivy/Stafford)
13 Corporate Outfitters
20 VH Dress
23 IZOD Dress
24 Tommy Dress
25 Chaps Dress
26 Arrow Dress
28 Insignia
30 Geoffrey Beene Dress
32 KC Dress Shirts
33 Calvin Dress Shirts
35 Michael Kors Dress

05 Neckwear

HERITAGE SPORTSWEAR

77 Speedo Swimwear
45 IZOD Sportswear
50 VH Sportswear
52 Arrow/Bass Sport
56 Beene Sport

TOMMY HILFIGER
69 TH Handbags
76 TH Womenswear
78 TH Menswear
7T TH Adaptive

CALVIN KLEIN

40 CK Sport
41 CKJ Mens

UNDERWEAR GROUP

09 PVH Men's Underwear
4M CKU Mens
4W CKU Womens
WU Warners
OU Olga
5W True & Co
3M Nike USA

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 the PVH CORP. 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:

Legal Name _____
(Financially responsible party)
DBA Name _____
Address #1 _____
City & State _____ Zip _____
Telephone # _____ Fax # _____
Contact Name _____
Type of Entity: 'C' Corporation _____ Limited Liability Company _____ 'S' Corporation _____ Partnership _____ Sole Proprietorship _____
State and Date of Incorporation _____ Years in Business _____ E-MAIL _____
Duns Number (D&B) _____

SHIP-TO:

Name _____
Address #1 _____
Address #2 _____
City & State _____ Zip _____
Telephone # _____

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

TRADE REFERENCES

(Cite at least three)

<u>NAME</u>	<u>ACCOUNT NO.</u>	<u>NAME</u>	<u>ACCOUNT NO.</u>
DOLFIN	_____	GUESS?	_____
BODEK & RHODES	_____	PEERLESS	_____
COLUMBIA	_____	POLO/RALPH LAUREN	_____
GENESCO	_____	VF CORP	_____
TYR	_____	WOOLRICH	_____

OTHER CREDIT REFERENCES NOT NOTED ABOVE:

1) Name/Phone # _____

2) Name/Phone # _____

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 THE PVH CORP. ALL INFORMATION REQUESTED BY IT AND/OR ITS REPRESENTATIVES

BLANKET RESALE/EXEMPTION CERTIFICATE # *

The undersigned vendee hereby certifies that it is a licensed retailer under the law(s) of the state or states indicated on this form, holding the sales tax registration number (s) there enumerated and that all the tangible personal property purchased from the PVH CORP. 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 purchases tax-free under this certificate in any manner which would not exempt the sale from 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____.

State _____ Registration Number _____ State _____ Registration Number _____

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

* NOTE: The format above is accepted by all states except New Mexico (State of New Mexico form is required). Retailers licensed in: Delaware, New Hampshire, Alaska, Montana and Oregon are exempt from filling out this certificate for these states.

CREDIT AGREEMENT WITH PVH CORP.

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

- 1) Customer agrees to pay all PVH CORP. 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 CORP. in connection with seeking payment for any amounts not timely paid to PVH CORP.
- 3) The decision to make credit available to Customer is in PVH CORP.'s sole discretion. Should credit availability be granted, PVH CORP. reserves the right to modify the amount and other terms of credit or to terminate credit availability at any time. PVH CORP. 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 CORP. in a timely manner, if Customer fails to provide any financial information requested by PVH CORP., or if PVH Corp. has determined that Customer has provided false information to PVH Corp. in connection with this application.
- 4) PVH CORP. shall not be bound by any credit or payment terms on the Customer's order forms or other documents that attempt to impose upon PVH CORP. any terms or conditions of sale that vary from those stated herein or granted by PVH CORP. pursuant to this application. PVH CORP.'s failure to object to any such terms and conditions contained in Customer's order form or other documents shall not be deemed a waiver of PVH CORP.'s terms or conditions.
- 5) Customer authorizes PVH CORP. to investigate Customer's credit and financial standing by any means PVH CORP. 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 CORP. Customer warrants that any information provided by it to PVH CORP. is correct.
- 6) Pricing, shipping or other discrepancies should be brought to the attention of PVH CORP. customer service within 30 days after the invoice is received. PVH CORP. 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 CORP. by mail of any change in the name, jurisdiction of organization or legal form of Customer. Customer shall also provide notice to PVH CORP. if there is a change in the persons or entities that own or control Customer.

CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS CREDIT AGREEMENT

Authorized Signature (Required) _____ Title _____ Date _____

PRINT NAME _____

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