

# 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**

- 04 Dress Licensed Brands (RL/KL/Shaq)
- 11 Private Brands Dress (Eagle/Madison/Stafford)
- 13 Corporate Outfitters
- 20 VH Dress
- 23 IZ Dress
- 24 TH Dress
- 26 Arrow Dress
- 28 Insignia
- 30 Designer Dress
- 32 KC Dress Shirts
- 33 CK Dress
- 35 M. Kors

**CALVIN KLEIN**

- 40 CK Sport
- 41 CK Jeans

**TOMMY HILFIGER**

- THAC TH Handbags/Accessories
- THAM TH Menswear
- THAD TH Adaptive

**NECKWEAR**

- 05 Neckwear Superba
- 06 Neckwear Studio Group
- 08 Neckwear Tommy Hilfiger

**UNDERWEAR GROUP**

- 09 PVH Men's Underwear
- 4M CKU Mens
- 4W CKU Womens
- WU Wamers
- 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>
LEVIS	_____	GUESS?	_____
BODEK & RHODES	_____	PEERLESS	_____
COLUMBIA	_____	POLO/RALPH LAUREN	_____
GENESCO	_____	VF CORP	_____
KELLWOOD	_____	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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