

Credit Application



ACC Sales & Consulting Group Inc.

OFFICE USE ONLY

SALES DIVISION: A /AG /S / T / M	SALES REP NO.	SALES MANAGER APPROVAL
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APPLICANT PORTION Complete this section in full and return to your Sales Representative. Omissions will cause delays.

TYPE OR PRINT IN BLOCK LETTERS

For the purpose of becoming an authorized ACC SALES retailer and establishing open account credit terms, the undersigned Applicant furnishes the following information:

APPLICANT'S LEGAL BUSINESS NAME		TRADE NAME	
BILLING ADDRESS	CITY	PROV.	POSTAL CODE
(SHIP TO) ADDRESS Attach separate listing if multiple locations	CITY	PROV.	POSTAL CODE
PHONE #	FAX #	G.S.T.	PROVINCIAL SALES TAX NO.
A/P CONTACT:	PHONE:	FAX:	
E-MAIL ADDRESS			
WOULD YOU LIKE TO RECEIVE YOUR INVOICES ELECTRONICALLY (BY EMAIL)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
STARTED BUSINESS DATE	LEGAL ORGANIZATION TYPE <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	FINANCIAL YEAR END Mo. ____ Yr. ____	
IF NEW BUSINESS, PLEASE LIST PRIOR BUSINESS OR EMPLOYMENT		TITLE	

OWNERSHIP INFORMATION

List the names of all Applicant's owners, partners, and/or directors and complete all information for each. Attach additional sheets if necessary.

LEGAL NAME	TITLE	HOME ADDRESS/STREET, CITY, PROVINCE/P. CODE	OWNERSHIP %
HOME PHONE	SOCIAL INSURANCE NO.		TITLE
LEGAL NAME	HOME ADDRESS/STREET, CITY, PROVINCE/P. CODE		OWNERSHIP %
HOME PHONE	SOCIAL INSURANCE NO.		TITLE
DO YOU OPERATE FROM OWNED OR LEASED PREMISES? - CHECK ONE <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED	NUMBER OF LOCATIONS	SQ FT OF STORE(S)	
IF LEASED, NAME AND ADDRESS OF LANDLORD:	DATE OF EXPIRY OF LEASE	RENT PER MONTH	NO. OF EMPLOYEES
HAVE YOU PREVIOUSLY SUBMITTED A CREDIT APPLICATION TO ACC SALES? IF YES UNDER WHAT NAME?			
ESTIMATED MONTHLY CREDIT LINE REQUIRED: \$ REQUESTS OVER \$20,000 MUST ATTACH CURRENT FINANCIAL'S		HAVE ANY OF THE COMPANY'S PRINCIPALS PREVIOUSLY FILED FOR BANKRUPTCY?	
BACK ORDERS ACCEPTED: PURCHASE ORDERS REQUIRED:	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO	SEND MONTHLY STATEMENTS? <input type="checkbox"/> Yes <input type="checkbox"/> No	

BANK REFERENCES

(Please include a voided blank cheque)

BANK NAME	ADDRESS (STREET/CITY)	ACCOUNT NBR.	PHONE ()	FAX ()
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INDUSTRY [insert the name of suppliers common to your industry] [] [] []

TRADE REFERENCES [] [] [] []

FIRM NAME	ADDRESS	PHONE ()	FAX ()
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TERMS AND CONDITIONS

PENDING APPROVAL OF CREDIT, ALL ORDERS WILL BE ON A CASH BEFORE DELIVERY BASIS

ORDERS

All orders are subject to acceptance by ACC SALES & CONSULTING GROUP INC. (hereafter referred to as 'ACC SALES') due to the high cost of processing orders; a minimum order of \$200.00 is required.

PRICES

Prices are subject to change without notice. ORDERS WILL BE INVOICED AT PRICES PREVAILING AT TIME OF ORDER. Prices are not guaranteed.

TERMS OF SALE

All ACC SALES products are sold FOB shipping point. Payment terms are calculated from invoice date. A service charge of 1.5% per month will be charged on all past due invoices. This is an annual percentage rate of 18%. If the Applicant fails to abide by the TERMS OF SALE contained herein, ACC SALES reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Applicant, both retroactively and for future sales unless otherwise negotiated by the parties. **Deductions from payments for any reason will not be allowed unless ACC SALES has issued a credit memo.** All incentive and credits issued by ACC SALES are personal to the account holder and are not transferable or assignable. An account must employ qualified personnel who have been certified to properly service and fit the equipment (where necessary). ACC SALES may refuse to ship any confirmed order in whole or in part for any reason it deems sufficient.

COSTS AND ATTORNEY FEES

Applicant will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including without limitation, at trial and on appeal) as ACC SALES may incur in any manner of collection of any sums past due.

BACK ORDERS

No deductions are allowed for freight or parcel post on back orders. We normally ship the bulk of your order at one time and back ordered merchandise will be shipped as soon as possible thereafter. All back orders are cancelled after two months unless otherwise instructed by the customer. That part shipments may be made and orders will be considered complete if the Supplier is unable to deliver the entire order. In such event, the Applicant waives its right to claim a reduction in price or cancellation of sale.

SHORTAGES

ACC SALES is not liable or responsible for loss or damage in transit. Shipments should be carefully checked upon delivery for total carton count and condition. Any shortage or evidence of damage must be noted on carrier's delivery receipt and reported to the local carrier office. **Discovery of shortages in unopened containers that can be attributed to picking/packaging errors must be reported within ten (10) days of receipt of merchandise.**

DEFECTIVE MERCHANDISE

Return of merchandise considered to be defective must be pre-authorized by ACC SALES. All such returns require a return authorization number and must be shipped prepaid by the dealer. Merchandise sold as close-outs or B-grades will not be accepted on a return. Authorized returns of merchandise considered to be defective will be subject to inspection by ACC SALES. Product replacement to customers without authorization from ACC SALES are done so at the dealer's own risk. ACC SALES is not responsible for product that has been mistreated or worn out. We reserve the right to refuse credit or replacement in such cases.

AUTHORIZED RETURNS

All returns must be authorized in advance by ACC SALES. **Requests of such returns must be made within thirty (30) days of the invoice date.** All returns require a return authorization number issued by ACC SALES. All packages that do not bear these authorization numbers will be returned to the dealer or kept with no credit issued. Authorized returns will be assessed at 25% restocking charge and must be shipped to ACC SALES prepaid by the dealer. An additional charge(s) will be assessed if product is not in saleable condition (e.g. Apparel un-bagged, product price tagged, other markings on product, etc.).

RESTRICTIONS ON SALES/PURCHASES/ASSIGNMENT:

Applicant will not (a) sell ACC SALES products other than at retail to purchasers physically present at the store location(s) specified in this Application; (b) sell, transfer or assign its right as an authorized ACC SALES dealer without the express written consent of ACC SALES; (c) sell or otherwise transfer or transship ACC SALES products to a retailer, e-tailer, distributor, trader, broker or agent; (d) directly or indirectly sell or offer to sell ACC SALES products to any third party through any broker or agent; (e) purchase ACC SALES products from any source other than ACC SALES; (f) directly or indirectly sell or offer to sell ACC SALES products on behalf of or for the account of any other party; or (g) solicit or take orders, or otherwise sell or offer to sell ACC SALES products (i) through the mail, (ii) by catalog, (iii) by telephone, or (iv) through any electronic means, including the World Wide Web, e-mail or other Internet channels. Applicant is permitted to advertise ACC SALES products through electronic media in order to create or enhance consumer awareness of product performance features and/or indicate the availability of ACC SALES products in the physical store location(s) specified in this Application, provided Applicant complies with ACC SALES policies and procedures regarding the use of ACC SALES logos, trademarks, copyrights, and product and athlete images. Violation of these restrictions may result in the immediate termination of Applicant's account and all of Applicant's outstanding orders. If Applicant opens or acquires additional retail outlets, Applicant must submit to ACC SALES a separate Application for each additional location. ACC SALES approval of this Application does not guarantee ACC SALES approval of any other outlet location. **That, unless otherwise agreed to in writing ACC SALES retains ownership (Security Interest) of all merchandise shipped until paid for in full by the Applicant.** In the event of any dispute, the applicable law with respect to enforcement and interpretation in this and any other ensuing agreements entered between the applicant and ACC SALES shall be the laws of the Province of Ontario Notwithstanding any statutory enactment to the contrary, we shall be considered as doing business in the Province of Ontario.

The applicant accepts this Credit Application and Agreement be written in the English language. Le Demandeur désire que la présente demande de crédit soit rédigée en anglais.

TERMS:

I, the undersigned, as an authorized officer of the company named hereon understand and agree to all of the above terms and conditions. I agree that all purchases will be paid according to the stated terms on the invoice, and further agree to pay a service charge of 1.5% per month (18% per annum) on all past due amounts. I hereby waive any right to limit the release and disclosure by ACC SALES of its credit history, including but not limited to the Applicant's credit reports, to third parties with which ACC SALES shares credit information. I also give my consent to ACC SALES to obtain such credit reports or other information as they deem necessary for granting and monitoring credit risk as it pertains to this application.

Date: _____ Signed: _____

Name: _____



Personal Guarantee - In consideration of the extension of credit by the Seller to the Applicant, the undersigned does jointly and severally guarantee to pay and be responsible for payment of all sums, balances and accounts due by Applicant, including administration charges and collection charges. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtednesses, or renewals or extensions granted by the Seller, without obtaining any consent thereto, and until expressly revoked by written notice from the undersigned to the Seller. Any such revocation shall not in any manner affect the undersigned liability as to any indebtedness existing prior thereto. The undersigned hereby waives notice of the acceptance of this agreement, notice of default or non-payment and waives action required by any statute, against the Applicant. No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligations herein guaranteed, either as against the Applicant or any other person primarily or secondarily liable with the Applicant shall operate as a waiver of any such right or in any manner prejudiced Seller's rights against the undersigned. The undersigned agrees that in the event of any default at any time by said Applicant, Seller shall be entitled to look to the undersigned immediately for full payment without prior demand or notice. Upon the request of the Seller an additional form may be completed if necessary.

The guarantor consents to register and /or otherwise secure this guarantee.

Name of Guarantor _____

(PLEASE PRINT OR TYPE NAME)

Signature of Guarantor _____ Date _____

Name of Witness _____

(PLEASE PRINT OR TYPE NAME)

Signature of Witness _____ Date _____