

Credit Application Credit Agreement

Date

Mm/dd/yy

To the Applicant(s)/Buyer(s)/Company (hereinafter "Applicant(s)" and/or "Buyer(s)" and/or "Company"):
Please complete this Credit Application form in its entirety. After carefully reading and agreeing to the Credit Application and Terms and Conditions (all 3 pages), sign the last page of this document. Your application will be reviewed by American Apparel, Inc. (hereinafter "American Apparel, Inc." and/or "Seller") and if approved, it will be approved for Net 30, Credit Cards and COD's. Please fax back all pages to American Apparel, Inc. at +1 (213) 201-3017. Please call + 1 (514) 939-0245 to request a Canadian version of this form.

Applicant/Buyer/Company Information

Contact Name:	Type of Business (ie, Corporation, Proprietorship, Sole Ownership, LLC, etc):
Company/Business Name ("Buyer"):	Date Business Opened:
Address:	DUNS Number:
City: State: Zip:	Federal Tax ID:
Telephone: Fax:	
Email:	
Drivers License Number:	

Net 30 (complete Sections 1 & 2) COD (Complete Section 3) Credit Card (Complete Section 4)

1. Banking Information

Account Number:	Bank Officer/Contact:
Bank Name:	Bank Routing Number:
Bank Address:	Telephone: Fax:
City: State: Zip:	
Credit Line Requested:	

2. Guarantor Information

Name ("Guarantor"):	Telephone: Fax:
Address:	Email:
City: State: Zip:	Drivers License Number:
Account Number:	Social Security No. or Federal Tax ID:
Bank Name:	Bank Officer/Contact:
Bank Address:	Bank Routing Number:
City: State: Zip:	Telephone: Fax:

If our (Buyer's) account goes 30 days or more past due, I authorize American Apparel, Inc. to charge the past due amount to the Credit Card on file.

Printed Name:	Signature:
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3. COD / Company Check

Account Number:	Bank Officer/Contact:
Bank Name:	Telephone:
Bank Address:	Drivers License or Federal Tax Identification:
City: State: Zip:	

4. Credit Card Information

Credit Card Number:	Expiration Date: CVW:
Cardholder Name:	City: State: Zip:
Cardholders Billing Address:	

Internal Use Only

Account No.:	Approved by:
Credit Line:	Date:

American Apparel
Headquarters/Factory
747 Warehouse St.
Los Angeles, CA 90021
Phone: (213) 488-0226
Fax: (213) 488-0334

American Apparel®

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Vertically Integrated Manufacturing

www.americanapparel.net

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Owners/Principals of Buyer:

Name	% of Ownership	Address	City, State	Telephone

Business References of Buyer:

Name	Address	City, State	Telephone	Account #

Business/Personal References of Guarantor:

Name	Address	City, State	Telephone	Account #

Order Confirmation/Counter Offer, and/or Credit Application Terms and Conditions:

Buyer(s) and Guarantor(s) consent to the following Terms and Conditions:

Seller's acceptance of Buyer's orders is expressly made conditional on Buyer's assent to these terms and conditions. The terms and conditions set forth on this invoice, credit application, and/or order confirmation supersede the terms and conditions of the Buyer's purchase order(s) and will govern all transactions between the Buyer and the Seller. These terms and conditions also apply to all future transactions unless modified in writing signed by all parties. Seller specifically rejects any terms or provisions which set any standards, specifications or damages related to quality and time of delivery.

Notice of Defects/Returns:

The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after the receipt of merchandise. The Seller cannot be responsible for shortages when shipments are directed to a third party. It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order.

Modification of Goods:

Garment dyers and printers beware: modify the goods and you own them!
 Once merchandise is printed, garment dyed, washed or altered in any way, the Buyer cannot return or make a claim relating to such merchandise. The Seller is not responsible for fallout or loss during the garment dye process. Regularly test the merchandise for garment dyability. Garments modified by the Buyer, or modified by Seller at the request of Buyer, may not be returned. Seller may agree, as an accommodation to Buyer, to repurchase these items. Should Seller make this accommodation, Buyer authorizes Seller to sell such garments and warrants that it has the right to sell such goods to Seller and releases and indemnifies Seller from any liability related to labels, marks, designs or other intellectual property rights in any way related to the sale or distribution of these goods

Returns:

It is the responsibility of the Buyer to inspect upon receipt for discrepancies in an order before any alterations are made. The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after the receipt of merchandise. Altered garments are not returnable. All returns must be accompanied by a return authorization number. Returns without original corresponding invoice number(s) will be credited at the lowest published price. Returns of unwanted merchandise must be approved by Seller and will be subject to a 25% restock fee with a minimum \$5.00 fee. Discontinued items are not returnable. All returns must be prepaid and received by Seller within 30 days from issuance of return authorization number. Please contact Customer Service for a return authorization number and shipping address.

Acceptance of Goods with Known Defects Waives Claims for Damages:

Buyer must notify Seller in writing of all claims for damages resulting from late delivery or any other defect that is known to Buyer at the time Buyer accepts the merchandise. Buyer hereby waives any claim for damages resulting from any defect Buyer is aware of, including late delivery, at the time Buyer accepts the merchandise.

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Defaults:

It is understood that should the Buyer become delinquent in payment, no further credit will be extended and the Seller will charge the Buyer a past due service charge at the rate of 1 1/2% per month (18% per annum), collection agency fees in the amount of 30%, and/or reasonable attorneys' fees, and all other costs and expenses which may be incurred by the Seller in the enforcement of the terms and conditions set forth on this invoice, credit application, and/or order confirmation. Any returned checks will be charged back to the Company, and a \$50 handling fee will be charged to the Buyer. If the Buyer's account is insured and the Buyer's account is turned over to a receivable insurance company for a claim, Seller can also charge the Buyer an additional 30% of the principal amount due which is in default. It is understood that these charges are a reasonable estimation of the damages Seller will incur upon Buyer's default.

Jurisdiction:

Any transactions between the Buyer and the Seller are governed by the laws of California, and the Company and any Guarantor hereby consent to the jurisdiction of the courts of Los Angeles County, California, for any claims or controversies arising in the sale of garments by the Seller to the Buyer. The Seller also reserves the right to sue the Buyer or its Guarantor in the province or state of its domicile.

EXCLUSION OF IMPLIED WARRANTIES: the buyer recognizes that implied warranties of merchantability and fitness for particular purpose and all other warranties implied are excluded from any transaction between buyer and seller and shall not apply to the goods sold by seller. Seller shall also not be liable for any consequential damages.

No responsibility:

Buyer acknowledges that Seller has no responsibility for any work performed by any vendor referred by Buyer and hereby waives any right to assert any claim against Seller for work performed by any other firm, including but not limited to claims for negligent referral, agency, or respondeat superior

Deterioration of Buyer's Credit:

The Seller has the right, in addition to other remedies provided by law, to terminate any delivery or suspend further deliveries of other shipments in the event the Buyer fails to pay for any one shipment when the same becomes due. Should the Buyer's financial condition become unsatisfactory to the Seller, the Seller may require cash payments or satisfactory securities for delivery of goods.

Personal Guaranty:

In consideration of such credit extended and/or to be extended by Seller in its discretion to the Buyer, the individual(s) signing this invoice, credit application and/or order confirmation (who, if more than one, shall be jointly and severally bound) hereby unconditionally guarantee(s) to Seller and its successors, endorsees, and assigns the punctual payment when due, with such interest as may accrue thereon either before or after any maturity(ies) thereof, of all debts and obligations of the Buyer and any other party or parties, now existing or hereafter arising, as well as the performance and observance by the Buyer of the terms, conditions, stipulations, and agreements of the Buyer contained in this invoice, credit application, and/or order confirmation, any invoice or order confirmation of Seller. This Guaranty will be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Buyer. The undersigned do(es) hereby waive notice of acceptance of this Guaranty, notice of the occurrence of any default, presentments, demand, protests, and notices of any and all action at any time taken or omitted by the Buyer regarding its indebtedness to Seller. The signer consent(s) to any modification or renewal of the credit hereby guaranteed. This Guaranty shall bind the executors, administrators, and assigns of the undersigned and shall remain in force and effect unless and until canceled by written notice sent to Seller by registered mail, in which case it shall then be binding as to any balances still owing and outstanding as of the date of Seller's receipt of such registered notice. This Guaranty also gives Seller the right to investigate credit from time to time of both the Buyer and the Guarantor(s), if deemed necessary.

Agreement and Acknowledgement:

Buyer(s) and Guarantor(s) have carefully read and agree to the Credit Application and its Terms and Conditions stated on all 3 pages of this application. Buyer authorizes American Apparel, Inc. to verify the credit of the Company and/or the individual(s) whose Signature appears below. Buyer authorizes the above listed bank(s) and/or business references to release credit information of the Company and/or the individual(s) whose Signature appears below as requested by American Apparel, Inc. BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT ALL TERMS AND CONDITIONS ON ALL 3 PAGES OF THIS DOCUMENT. Signatures must be by an authorized Officer, Partner and/or Owner of the Business.

Buyer: _____

By Printed Name: _____

Signature: _____

Date: _____

Printed Name: _____

Signature: _____

Date: _____

Guarantor: _____

Printed Name: _____

Signature: _____

Date: _____

Printed Name: _____

Signature: _____

Date: _____

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