

Dealers

New Account/Credit Application & Agreement



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Legal Name (in full) if any

D.B.A. (Trade Name) BN/SIN/TIN/EIN

Shipping Address

City State/Prov. Postal/Zip Code

Billing Address

City State/Prov. Postal/Zip Code

Telephone Fax email

Please check one Corporation Partnership Sole Partnership Not for Profit

Officers	Name	Telephone	Fax	email
President	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Secretary	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Treasurer/ Accountant	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date business commenced N° of employees Full time Part time

Name of your buying Group (if applicable) member #

Name of Bank Address

Bank Contact Account No.

Operating line of credit Long Terms loan (if any)

The following are all the parties holding General Security Agreements on the assets of the Applicant:

-
-
-

Annual Sales Opening Credit Required High Credit Required

PREMISES

Leased Owned by applicant Owned by Related Party

Number of Sq.Feet (net) Price per Sq.Ft. (net)

Building Type Lease expiry

Landlord Name Telephone

MAJOR TRADE SUPPLIERS

	Supplier #1	Supplier #2	Supplier #3
Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	<input type="text"/>	<input type="text"/>	<input type="text"/>
City/State/Zip	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fax	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>

In order for you to decide upon the issuance of credit I/We hereby authorize our accountant and bank to furnish you with all necessary information. I/We also authorize you to conduct all pertinent credit investigations concerning the buyer, its owners and/or principals and to exchange financial & other relevant information with suppliers, credit agencies and any other source deemed necessary.

Authorized by

Signature
Title
Date

The signature below attests that the applicant is financially responsible and solvent & that the information and statements in this credit application are true and accurate.

The Applicant understands & agrees that the following **TERMS & CONDITIONS** shall apply to all sales made to The Applicant by **Admiral Sports**.

TERMS OF SALE

1. New accounts are opened cash; Visa or certified cheque until credit has been approved.
2. It is understood and agreed to by the Applicant that payment terms begin from invoice date & not from receipt of the merchandise.
3. Payment terms are net thirty (30) days from invoice date, unless otherwise stipulated.
4. Returned cheques will be subject to a \$25.00 service charge & terms will automatically be returned to cash or certified cheque status.
5. Admiral Sports, at its discretion, reserves the right to refuse, reduce or revoke credit terms.
6. All orders must be paid within stated terms. Admiral Sports has the right to reverse any discounts provided if invoice not paid within the stated terms

PRICING

1. No employee, sales representative or other party is authorized to change Admiral Sports pricing or terms & conditions of sale.
2. All prices are subject to change without notice. Orders will be invoiced at price prevailing at time of shipment.

WARRANTY

1. All hard goods are warranted for one year from the date of purchase and all soft goods, ninety (90) days from the date of purchase. Proof of purchase is required.
2. Normal wear or abuses of products are not warranted.
3. Warranty repair, replacement or credit is done at the sole discretion of Admiral Sports. Under no circumstances should a dealer replace a product, expecting credit, without first receiving authorization from Admiral Sports.

RETURNS/CLAIMS

1. All Claims for shortages MUST be made within 7 days of receipt of product. Claims made after this time will not be accepted under any circumstances.
2. All other claims must be made upon receipt of product.
3. Unauthorized returns will not be accepted.
4. All Returns must have the return authorization number (RA#) clearly marked on the outside of each package returned. An RA form with corresponding RA# will be faxed at the time that an RA# is requested by telephone. This form will provide Admiral Sports with the necessary information to process the return properly. If this form is not included in the return, Admiral Sports will not be able to process the return.
5. RA numbers are only valid for 14 days from the date issued.
6. Returns not found to be shipped incorrectly or to be defective will be subject to a 15% re-stocking charge.
7. All returns must have transportation charges pre-paid unless otherwise authorized by Admiral Sports risks related to the use of the merchandise and no company representative can waive or change this condition.
4. Care should be taken when printing sublimated garments. Admiral Sports is not responsible for damage or migration of inks due to excess heat at the time of screen printing or numbering.

SHIPPING/TRANSPORT

1. All orders are shipped F.O.B. Admiral Sports Distribution Facility. The risk of loss passes to the dealer after the goods have been delivered to the carrier. The dealer through the carrier should handle all claims for loss or damage in shipment. Admiral Sports will provide assistance with this process when possible.
2. Admiral Sports assumes no responsibility for shortages reported on drop shipments.

MINIMUM & CUSTOM ORDERS

1. Admiral Sports has no minimum order amount but orders under \$50 are subject to a \$5.00 service charge.
2. Written confirmation is required for custom orders prior to production. Once production begins, custom orders cannot be cancelled or changed.
3. A 35% deposit is required on all custom orders
4. Returns will not be accepted for any special or custom orders.

RE-DISTRIBUTION POLICY

1. Not permitted. Re-distribution of Admiral Sports products will result in the account being closed. Admiral Sports reserves the right to pursue legal action should it be warranted.

INTEREST

1. Interest on overdue accounts will be charged at (1%) per month, 12% per annum, on all past due amounts.

CANCELLATIONS

1. Cancellations are not permitted without Admiral Sports approval and a minimum of 45 days written notice prior to the requested ship date.
2. Approved cancellations may result in a reduction of any applicable terms or discounts. If applicable, such discounts will be billed back to the dealer.

LATE DELIVERY

1. Admiral Sports will not accept cancellation due to late delivery unless it is received in writing prior to the actual ship date.
2. Admiral Sports reserves the right to ship & back order merchandise unless the dealer has requested that Admiral Sports ship complete at the time of placing the order.

OWNERSHIP OF PRODUCT

1. Unless otherwise agreed to in writing, Admiral Sports retains legal ownership (Security Interest) of all merchandise shipped until paid for in full by the applicant.
2. Admiral Sports or its agent reserves the right to repossess the merchandise that has been delivered and to keep any payments made by the Dealer.
3. Should Admiral exercise the right to repossess the merchandise for non-payment, you agree to grant Admiral free access to said merchandise.
4. If a collection agency or legal assistance is required to collect outstanding amounts, the Dealer agrees to pay all collection and attorney fees or other related costs required to collect, interest charges, and discounts that have been billed back whenever applicable.

DAMAGE

1. All merchandise must be checked at the time of receipt.
2. Admiral Sports liability for damage is strictly limited to the value of the products supplied.
3. All merchandise sold in our catalogs is sold under the condition that we cannot guarantee the user freedom of injury. The user assumes all risks related to the use of the merchandise and no company representative can waive or change this condition
4. Care should be taken when printing sublimated garments. Admiral Sports is not responsible for damage or migration of inks due to excess heat at the time of screen printing or numbering.

GOVERNING LAW, JURISDICTION & VENUE

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, shall be governed by, enforced, and construed in accordance with the internal laws of the State of [Insert State, e.g., Florida], without regard to its conflict of laws principles. Each party irrevocably and unconditionally submits to the exclusive jurisdiction and venue of the State and Federal courts located in Miami-Dade, Florida.

The parties hereby waive any right to a jury trial in any action, proceeding, or counterclaim arising out of or relating to this credit application.

THE FOLLOWING SECTION SHOULD BE COMPLETED BY THE PROPRIETOR WHERE THE APPLICANT IS NOT AN INCORPORATED ENTITY.

CONSENT

I agree that in order for you to evaluate the granting of credit terms to me or my business operations and the continuing monitoring of credit status which includes on going eligibility for credit, a personal information file containing credit and necessary information may be formed.

I may at any time withdraw consent to all or any part of the foregoing in which event you may cease doing business with me on a credit basis. Employees of yours, whose job description involves assessment of credit worthiness, shall have access to my file.

My social insurance number will be used only to identify me with credit bureaus and others for credit history file evaluation.

I further consent to your obtaining, disclosing and exchanging any credit and necessary personal information about me, contained in my file at any time, from, to or with any credit bureau or other party doing business with me in connection with any dealings between us presently or to be commenced.

I understand that the information in my file shall be used only for the specific purpose mentioned and the manner hereinabove described.

Governing Law, Jurisdiction, and Venue

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, shall be governed by, enforced, and construed in accordance with the internal laws of the State of [Insert State, e.g., Florida], without regard to its conflict of laws principles. Each party irrevocably and unconditionally submits to the exclusive jurisdiction and venue of the State and Federal courts located in Miami-Dade, Florida. The parties hereby waive any right to a jury trial in any action, proceeding, or counterclaim arising out of or relating to this credit application.

Date

Name

Social security no. of individual

doing business as

Signature