## **Dealers**

# **New Account/Credit Application & Agreement**



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Legal Name (in full) if a	ny				
D.B.A. (Trade Name)			BN/SIN/T	IN/EIN	
Shipping Address					
City		State/Prov.		Postal/Z	Zip Code
Billing Address					
City		State/Prov.		Postal/Z	Zip Code
Telephone	Fax		email		
Please check one	Corporation P	artnership 🗌	Sole Partnership	Not for Pro	ofit
Officers	Name	Telephone	Fax		email
President					
Secretary					
Treasurer/ Accountant					
Date business commenced	N° c	of employees	Full time	Part time	
Name of your buying G	roup (if applicable)				member #
Name of Bank		Addres	S		
Bank Contact		Accour	nt No.		
Operating line of credit			Long Terms loan (	if any)	
The following are all the	parties holding Ger	neral Security	Agreements on the	assets of the	Applicant:
1.					
2.					
3.					

# **Dealers**

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Annual Sales	Opening Credit Require		Required	High Credit Re		ired
PREMISES						
Leased	Owned by app	plicant 0wne	d by Related P	arty		
Number of Sq.F	eet (net)	Price pe	er Sq.Ft. (net)			
Building Type		L	ease expiry			
Landlord Name			Telephone			
		MAJ	OR TRADE SU	PPLIERS		
	S	upplier #1		Supplier #2	S	Supplier #3
Name						
Address						
City/State/Zip						
Telephone Fax						
Contact						
with all necessa buyer, its owner	ary information. rs and/or princi		ze you to cond nge financial &	uct all pertinent	credit investigatio	bank to furnish you ons concerning the uppliers, credit
Signature						
Title						
Date						

### (B) AGREEMENT

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 conditio.
- 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.

### (B) AGREEMENT

#### **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. TASG Holdings Ltd 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. 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.

this	day of	20
Applicant & title		
Per		
	Applicant & title	Applicant & title

Signature

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

## (C) 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.

Date	
Name	
Social security no. of individual	
doing business as	

Signature