

Wholesale Account Application

Source My Garment Consulting Inc
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Canada

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sales@sourcemygarment.com

Date: _____

***All fields must be complete in order to process your request**

***Application must be e-mailed with a copy of a vendor permit or business licence**

Company Information

Legal Name of Business _____ (DBA) Doing Business As _____
Nature of Business _____
Years In Business _____
Vendor Permit (PST) #/ Federal Tax Id# _____
Business Registration# _____
Website(s) _____

Company Address/Contact

Buyer: _____
Type of Address: Residential Commercial
Street _____ Suite # _____
City/Prov. _____ Postal Code/Zip _____ Country _____
Tel. _____
Cell _____
Fax _____
E-mail _____

How did you hear about us?

- Sales Rep. Tradeshow Internet search Retail Organic Trade Association
 Please Specify _____

Who cannot buy from Source My Garment

Consumers cannot buy from Source My Garment at the wholesale price. Other conditions may apply.

Your signature is mandatory on both the wholesale account application and Terms & Conditions document.
Please scan and e-mail or fax both pages of the form for thorough evaluation.
For accounting purposes, please scan and e-mail a copy of a VOID company cheque with this for orders to be paid by cheque. Also include a copy of your vendor permit or business licence.

Signature

City _____ Name _____
Date _____ Signature _____

Terms and Conditions

Buyer(s) consent to the following Terms and Conditions

This agreement contains the terms and conditions (the "Agreement") that apply to your purchase from Source My Garment ("Seller") that will be provided to you and/or related third party (collectively the "Buyer") on orders for our products sold in Canada and U.S.A. By accepting delivery of the products described on the invoice, credit/buyer application, or order confirmation ("Invoice") the Buyer agrees to be bound by and accepts the Agreement. The Agreement constitutes the entire arrangement between the parties with respect to the subject matter of the Agreement, and supersedes all previous negotiations, communications and other arrangements relating to it. The Agreement will govern all future transactions between the parties, unless amended by a written agreement signed by both seller and buyer.

Payment Terms

50% deposit is required upon placement of order. Balance is paid prior to delivery from India(USA final destination) or Canadian Warehouse (CANADA final destination). Default by the purchaser to pay the full amount owing within the terms of payment will constitute the purchaser as being in default without further demand of payment. Buyer pays for shipping from our warehouse to their final destination.

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. 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 and does not notify the Seller. Privately label & customized shipments quantity may ship +/- 5% from original order.

Modification of Goods

Once merchandise is printed, garment dyed, washed or altered in anyway, the Buyer cannot return or make a claim relating to such merchandise.

Acceptance of goods with Known Defects and Shipment dates

Buyer who accepts goods with known defects waives any claims for damages. Buyer acknowledges that all shipping dates are approximate; Buyer waives any damages resulting from late deliveries when accepting shipment.

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 2% per month (18% per annum), collection agency fees in the amount of 30%, and /or reasonable attorney's fees, and all other costs and expenses which may be incurred by the Seller in the enforcement of the Agreement. Any returned checks will be charged back to the Buyer, 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 client 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. 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 anyway related to the sale or distributions of these goods.

Jurisdiction

This Agreement shall be deemed to have been made in the Province of Ontario and shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. All claims and proceedings arising from or related to this Agreement, shall be adjudicated solely by a court or by a tribunal of competent jurisdiction in the Province of Ontario, in the judicial district of Toronto and the parties hereby attorn to the jurisdiction thereof.

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 respondent superior.

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.

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.

Confidentiality

Seller uses and discloses Buyer's confidential information only for the purposes it was collected. Seller does not sell or rent confidential information to any organization or person for any reason. Seller does not share Buyer's confidential information with third party organizations except to verify Buyer's credit or unless required by law. If Buyer's confidential information is shared with third parties, these third parties are bound by appropriate agreements with the Seller to secure and protect the confidentiality of Buyer's confidential information. Seller retains Buyer's confidential information only as long as it is required for the business relationship or as required by federal and provincial laws.

Agreement and Acknowledgement

Buyer has carefully read and agree to the Agreement.

Your signature is mandatory on both the wholesale account application and Terms & Conditions document. Please scan and e-mail both pages of the form to info@sourcemygarment.com for thorough evaluation. For accounting purposes, please scan and e-mail a copy of a VOID company check with this for orders to be paid by check.

Also include a copy of your vendor permit or business license.

Liability disclaimer

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Signature

City _____

Name _____

Date _____

Signature _____