

**CREDIT APPLICATION & AGREEMENT**



Net 30 payment terms are available to customers who meet the credit requirements of our credit insurance carrier. To begin credit approval process, please complete and submit this Credit Application & Agreement to FesslerUSA.

216 West Independence Street  
 P.O. Box 215  
 Orwigsburg, PA 17961  
 tel: 800.253.2924 fax: 570.366.8947  
 www.fesslerusa.com

**COMPANY INFORMATION**

NAME:	ADDRESS:	CITY, STATE, ZIP:	PHONE:

PURCHASING CONTACT:	ACCOUNTS PAYABLE CONTACT:	YEARS IN BUSINESS:
TEL:	TEL:	FAX:

TYPE OF BUSINESS  CORPORATION  GOVERNMENT AGENCY  PARTNERSHIP  OTHER  SOLE PROPRIETORSHIP

PRIOR YEAR SALES:	CREDIT REQUESTED:	ESTIMATED ANNUAL PURCHASES	ALL PRODUCTS:
CURRENT YEAR SALES	DUN & BRADSTREET#:		FESSLERUSA PRODUCTS:

**BANK REFERENCE**

NAME:	ACCOUNT #
CONTACT:	TEL:

**TRADE REFERENCES**

1. NAME:	TEL:
CONTACT:	FAX:
2. NAME:	TEL:
CONTACT:	FAX:
3. NAME:	TEL:
CONTACT:	FAX:

**CREDIT APPLICATION TERMS & CONDITIONS**

**PURCHASE ORDERS:** Purchase orders may be submitted to FesslerUSA by mail, by fax, by e-mail or by EDI, but not verbally. After review of the purchase order, your FesslerUSA account representative will either confirm the purchase order or notify you of any revisions. Every order must be formally accepted by FesslerUSA in order to be valid.

**CONSENT:** FesslerUSA's acceptance of Customer purchase orders is expressly made conditional on Customer assent to these terms and conditions. The terms and conditions set forth on this invoice, credit application and/or purchase order confirmations supersede the terms and conditions of the Customer's purchase order(s) and will govern all transactions between FesslerUSA and the Customer. These terms and conditions also apply to all future transactions unless modified in writing signed by all parties.

**CANCELLATIONS:** All cancellations are subject to FesslerUSA approval. Cancellations cannot be accepted on custom orders after production approvals are signed and production has begun.

**NOTICE OF POTENTIAL CLAIMS:** Customers must notify FesslerUSA of any claims for shortages or quality problems within seven(7) days of receipt of goods. Claims may not be submitted after the goods are embellished, printed, or garments dyed by the Customer. The Customer is responsible for any fallout or losses that may result from the garment dye process or any other embellishment process.

**RETURNS & CREDITS:** After evaluating a claim, FesslerUSA may authorize a return by issuing a Return Authorization("RA"). Returns are not accepted without an authorization number (RA#). We will not accept any merchandise claims if the garments have been altered by any additional processing. A credit memo may be issued upon receipt of goods and inspection by the FesslerUSA quality department, and only up to the value of the invoiced garments. Deductions from payment are not to be taken until the credit memo has been issued.

**OVERAGES:** For custom garments, FesslerUSA overcuts order quantities by up to 5% in order to prevent shortages, and ships all first quality goods. If you will not accept overages, please mark your order "Do Not Overcut" and in turn, please understand that there may be minor shortages in the first quality quantities delivered.

**SHIPPING:** All merchandise is shipped FOB Orwigsburg, Pennsylvania. Orders are shipped by a customer-designated LTL carrier or by UPS ground. Unless otherwise instructed, partial shipments may be made. FesslerUSA will not be responsible for loss or damage during shipment. All freight claims for damaged, lost, and/or missing merchandise must be filed with the appropriate carrier.

**LEGAL:** If FesslerUSA, in its sole discretion, deems it necessary or advisable to bring legal action to enforce any provisions, or to collect any past due account hereunder, the Customer shall pay to FesslerUSA all court costs and any and all expenses arising out of or caused by the litigation, excluding reasonable attorney's fees expanded or incurred in any such proceedings, and all such costs or expenses shall be included in the judgement and shall be entitled to the benefit of any lien securing any payment hereunder. This agreement or any steps taken to enforce the provisions hereof, shall not be construed as a limitation or election of any remedies that the parties may have to protect their rights hereunder or for the materials delivered hereunder. This agreement governs only the extension of credit by FesslerUSA upon delivery of materials and is in no way a commitment by FesslerUSA to deliver any materials whatsoever. The credit extended under this Agreement may be terminated by FesslerUSA at any time when in the judgement of FesslerUSA. The credit standing of the Customer or other signatories hereto becomes impaired, or it appears any material representations on this credit application are false.

**JURISDICTION:** Any transactions between FesslerUSA and the Customer are governed by the laws of Pennsylvania, and the company and any guarantor hereby consent to the jurisdiction of the courts of Schuylkill County, Pennsylvania for any claims or controversies arising in the sale of garments by the Creditor to the Customer. FesslerUSA also reserves the right to sue the Customer or its guarantor in the province or state of its domicile.

**AUTHORITY:** The information given on this credit application is for the purpose of obtaining credit and is warranted to be true. I authorize FesslerUSA to investigate the references listed pertaining to our credit and financial responsibility and warrants and represent that I am fully authorized to enter into this agreement by and on behalf of FesslerUSA.

**AGREED TO BY:**

Signature	Printed Name	Title	Date