



CONFIDENTIAL APPLICATION FOR COMMERCIAL CREDIT WITH AUGUSTA SPORTSWEAR CANADA INC.

EMAIL: [creditapplications@augustasportswear.com](mailto:creditapplications@augustasportswear.com)

WE HEREBY APPLY FOR THE EXTENSION OF CREDIT BY YOUR FIRM. THE FOLLOWING INFORMATION IS SUBMITTED AS A BASIS FOR YOUR CONSIDERATION OF OUR APPLICATION. PLEASE ANSWER ALL QUESTIONS.

DATE: \_\_\_\_\_

**LEGALNAME AND BILLING ADDRESS OF BUYER**

**SHIP TO ADDRESS OF BUYER (if different than the billing address)**

**ACCOUNT #**

LEGAL NAME			
BILLING ADDRESS		SHIPPING ADDRESS	
CITY		CITY	
PROVINCE	POSTAL CODE	PROVINCE	POSTAL CODE
PHONE #	FAX #	PHONE #	FAX #
EMAIL ADDRESS			

OWNERSHIP:  SOLE PROPRIETORSHIP  PARTNERSHIP  ULC  CORP

GST # \_\_\_\_\_ HST# \_\_\_\_\_ PST# \_\_\_\_\_ QST # \_\_\_\_\_ TAX ID# \_\_\_\_\_

BILLINGCONTACT \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ YEARS IN BUSINESS \_\_\_\_\_ ANNUAL SALES \_\_\_\_\_

**Principals / Directors / Officers**

NAME	TITLE	NAME	TITLE
ADDRESS		ADDRESS	
CITY	PROVINCE	POSTAL CODE	CITY
			PROVINCE
			POSTAL CODE

**BANK REFERENCES:**

BANK NAME	CONTACT PERSON	TELEPHONE
EMAIL	FAX #	ACCOUNT NO

**TRADE REFERENCES:**

NAME	PHONE	EMAIL	ACCT#
NAME	PHONE	EMAIL	ACCT#
NAME	PHONE	EMAIL	ACCT#

In consideration of the granting and extension of credit by Augusta Sportswear Canada Inc, it is hereby agreed that Buyer will pay indebtedness of Buyer to Augusta Sportswear Canada Inc when due. Augusta Sportswear Canada Inc may, at its discretion and at any time, without demand or notice to Buyer, declare all indebtedness due and payable. Interest shall accrue at the rate of 18% per annum or the maximum rate permitted by law, whichever is greater. Waiver of one or more of any charges shall not be deemed to be a waiver of any future charges. Buyer shall reimburse Augusta Sportswear Canada Inc. for all expenses incurred in connection with the collection of any indebtedness owed to Augusta Sportswear Canada Inc including charges made by a collection agency, legal fees and court costs.

Buyer signs this application in consideration for the extension of credit to Buyer by Augusta Sportswear Canada Inc. Buyer represents and warrants that the information contained in this application is true and correct. Buyer agrees that it will notify Augusta Sportswear Canada Inc. in writing within five (5) business days of any changes to any information contained in this application by registered or certified mail to: Credit Department, Augusta Sportswear Canada Inc, 5-565 Trillium Dr, Kitchener, ON N2R1J4. Upon proper notification of a change of ownership, Augusta Sportswear Canada Inc, at its option, *may* refuse to continue to extend credit to the Buyer until such time as a new Credit Application is executed and approved by Augusta Sportswear Canada Inc. Augusta Sportswear Canada Inc is not obligated to continue to extend credit to any buyer who has notified Augusta Sportswear Canada Inc of a change of ownership or business status. Furthermore, Buyer expressly agrees that Augusta Sportswear Canada Inc, *may* discontinue and/or refuse to sell goods to Buyer on credit or otherwise at *any* time and for *any* reason.

Buyer also agrees to examine immediately upon receipt, each of Augusta Sportswear Canada Inc's invoices and statements, and to advise Augusta Sportswear Canada Inc. of *any* disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reasons for said dispute to the address stated above. Buyer further agrees to advise Augusta Sportswear Canada Inc of *any* defective product provided by Augusta Sportswear Canada Inc. within 10 days of receipt together with a written statement specifying the nature of the product defect to the address stated above. Failure to notify Augusta Sportswear Canada Inc. of any dispute with respect to billing or defective goods shall constitute a waiver of all such disputes

This application shall be governed by the laws of the Province of Ontario, including Ontario conflict of law provisions. Buyer expressly and irrevocably consents and agrees: 1) to be subject to personal jurisdiction in the Province of Ontario with regard to any and all legal actions or proceedings under, arising out of, or in any manner related to this application; 2) to non-exclusive venue for *any* legal actions or proceedings in the courts of Ontario and that said courts have proper subject matter jurisdiction; 3) to waive any defense of *forum non conveniens* or that being subjected to personal jurisdiction in Ontario is against public policy; and 4) that Augusta Sportswear Canada Inc may also, at its sole option, initiate an action for enforcement of this application in any other jurisdiction where Buyer is subject to personal jurisdiction.

Buyer acknowledges and agrees that Augusta Sportswear Canada Inc. may utilize outside credit reporting services to obtain information on Buyer. In the event Buyer is/are individual(s) or doing business as a sole proprietorship, partnership, or if the Buyer is executing the Application as part of a personal guarantee, the Buyer authorizes and consents to Augusta Sportswear Canada Inc, and any person acting on its behalf, to obtain a credit report about it, and collect and verify credit related information from credit/consumer reporting agencies in order to permit Augusta Sportswear Canada Inc to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Buyer expressly revokes authorization in writing and served on Augusta Sportswear Canada Inc. by registered or certified mail at: 5-565 Trillium Drive, Kitchener, Ontario, N2R 1J4.

In accordance with the terms and conditions listed above Buyer hereby authorizes Augusta Sportswear Canada Inc. to obtain commercial credit reports and to share the authorization and any information contained therein with affiliated entities

### SIGNATURES REQUIRED

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BUYER SIGNATURE	PRINTED NAME	TITLE	DATE
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BUYER SIGNATURE	PRINTED NAME	TITLE	DATE
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## PERSONAL GUARANTEE

In consideration of the extension of credit by Augusta Sportswear Canada Inc ("Seller") to \_\_\_\_\_ Legal Business Name \_\_\_\_\_ ("Buyer"), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Guarantor(s) Jointly and severally do hereby irrevocably and unconditionally guarantee and agree to pay and be responsible for payment of all sums, balances and amounts due to Seller by Buyer, including collection charges and/or legal fees. The liability of Guarantor(s) shall not be affected by any change in the corporate, partnership, or other business structure or status of Buyer, whether caused by death, by insolvency or bankruptcy, by the admission or withdrawal of any new member/partner or any other cause. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by the Seller, without obtaining any consent thereto, and until expressly revoked by written notice from Guarantor(s) to Seller and delivered to Seller by certified or registered mail to: Augusta Sportswear Canada Inc Credit Department, 5-565 Trillium Drive, Kitchener, Ontario, N2R 1J4. Any other such form of revocation will not be accepted as binding. Any such revocation shall not in any manner affect Guarantors' liability as to any indebtedness existing prior thereto. Guarantor(s) do(es) hereby waive notice of the acceptance of this agreement, notice of default or non-payment and waive action required by any statute against the Buyer. No delay on Seller's part in exercising any rights thereunder or taking any action to collect or enforce payment of any obligations hereby guaranteed, either as against the Buyer or any other person primarily or secondarily liable with the Buyer, shall operate as a waiver of any such right or in any manner prejudice Seller's rights against Guarantor(s). Guarantor(s) agree(s) that in the event of any default at any time by said Buyer, Seller shall be entitled to look to Guarantor(s) immediately for full payment without prior demand or notice on Buyer.

Augusta Sportswear Canada Inc may, at its discretion and at any time, without demand or notice to Guarantor(s) and Buyer, declare all indebtedness due and payable. Interest shall accrue at the rate of 18% per annum or the maximum rate permitted by law, whichever is greater. Waiver of one or more of any charges shall not be deemed to be a waiver of any future charges. Guarantor(s) shall reimburse Augusta Sportswear Canada Inc. for all expenses incurred in connection with the collection of any indebtedness owed to Augusta Sportswear Canada Inc. including charges made by a collection agency, legal fees, and court costs. By signing this agreement, the undersigned Guarantor(s) authorize(s) Augusta Sportswear Canada Inc. to obtain credit information about the undersigned from credit/consumer reporting agencies in order to evaluate credit information for the purpose of extending credit, and to review updated information on an ongoing basis, as needed for the purpose of continuing to extend credit and/or collection of such debts owed to Augusta Sportswear Canada Inc. This authorization and Personal Guarantee will remain valid and enforceable until Guarantor(s) expressly revoke(s) them in writing by certified or registered mail to Seller at the address stated above.

This guarantee is in addition to and not in substitution for any other guarantees or agreements which may have previously been given to the Seller by the Guarantor(s) (or any one or more of them) in connection with the Buyer, and is in addition to and without prejudice to any security or guarantee now or hereafter held by the Seller in respect of any obligations of the Buyer to the Seller, and any other rights or remedies which the Seller might have.

Following the occurrence of a default by the Buyer, the Seller may from time to time combine accounts and set-off or compensate, and apply, any liabilities it may have to the Guarantor(s) (or any one or more of them) against any and all of the obligations of the Guarantor(s) to the Seller now or hereafter existing under this guarantee, whether or not the Seller has made any demand hereunder and whether or not any of such obligations may be unliquidated, contingent or unmatured.

This guarantee shall be governed by the laws of the Province of Ontario, including Ontario conflict of law provisions. Guarantor(s) expressly and irrevocably agrees: 1) to be subject to personal jurisdiction in the Province of Ontario with regard to any and all legal actions or proceedings under, arising out of, or in any manner related to this guarantee; 2) to non-exclusive venue for any legal actions or proceedings in the courts of Ontario and said courts have proper subject matter jurisdiction; 3) to waive any defense of *forum non conveniens* or that being subjected to personal jurisdiction Ontario is against public policy; and 4) that Augusta Sportswear Canada Inc may also, at its sole option, initiate an action for enforcement of this guarantee in any other jurisdiction where Guarantor(s) is subject to personal jurisdiction.

### GUARANTOR:

### WITNESS:

Signature/Date \_\_\_\_\_

Signature/Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Personal Address \_\_\_\_\_