

Hanes Industries Hanes Fabrics Hanes Geo Components Hanes Trading Hanes Engineered Materials

# **CREDIT APPLICATION**

Company Name			
DBA Name, if any		Date Co. Established	
Shipping Address		Phone No.	
City/State/Zip		Fax No.	
Billing Address		Fed. ID #	
Type of Business		State Incorporated	
Parent Company, if any		Resale #	
Check one:			
Corporation (List Officers)			
Partnership (List Partners)			
Proprietorship (List Owner)			
Bank Reference	A	ccount Number(s)	
Bank Mailing Address		,	
Bank Telephone #	Fax #		
Financial Statement Attached: Yes	No will be forwarde	ed on	
A/P Contact Name	E-mail a	ddress	
Line of Credit Requested \$	Dun & Bradstreet #	I	
TRADE REFERENCES: (Note - It is important th	at you list references who offer an open lir	ne of credit in an amount simil	ar to your requested amount above)
Your company's printed credi	t reference sheet is acceptable, if acco	ompanied by our signed c	redit application.
Name	City/State	Fax	Acct No
Name	Tity/State	Fax	Acct No
Name	City/State	Fax	Acct No
Name	City/State	Fax	Acct No
bank to release information as desir and conditions listed on the reve	gned understand that Seller will make t ed by Seller. Extension of credit by Sel erse side of page. Appl <u>ication must be s</u> N A DELAY IN PROCESSING THIS	ler shall be subject to and ir igned by an officer of the co	n consideration of the terms
Date	Name and Title		
1	Signature:		
500 N. McLIN CREEK ROAD POST C	OFFICE BOX 457 CONOVER, NC	28613 (828) 464-467	3 CREDIT FAX: (828) 466-3511 F-8602/8615-CR-0024 REV4

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Company Name

### TERMS AND CONDITIONS

#### 1. Payment:

Payment of all amounts due, as evidenced by invoices, shall be made pursuant to the terms indicated on each invoice.

All sums past due will be subject to a delinquency charge equal to the prime rate of the Chase Manhattan Bank, N.A. in effectat the beginning of each month during which a delinquency exists plus two percent (2%), or 1-1/2% per month, whichever rate is higher, but not to exceed such charge as may be allowed by applicable law. The delinquency charge will be imposed at the beginning of the month on all past due invoices paid during the preceding month.

Each shipment or delivery is subject to Hanes' approval of Applicant's creditworthiness including, without limitation, a determination that Applicant is not in default upon any obligation to Hanes.

Applicant agrees to pay all costs of collection including such reasonable attorneys' fees as may be allowed by law.

#### 2. Warranty, Limitation of Warranty and Liability:

Hanes' products are warranted to be in compliance with stated specifications. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF HANES.

HANES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, ANY GOODS SUPPLIED BY HANES. UPON BREACH BY HANES OF ANY WARRANTY OR OTHER OBLIGATION, APPLICANT'S SOLE REMEDY SHALL BE TO RETURN PURCHASED GOODS FOR REPLACEMENT OR CREDIT. IN NO EVENT SHALL HANES' LIABILITY EXCEED THE CONTRACT PRICE FOR GOODS CLAIMED TO BE UNSUITABLE.

Subject to approval by Hanes, Hanes will replace without charge, refund the purchase price, or make a fair allowance for any non-compliance shown to its satisfaction to have existed at the time of delivery.

#### 3. Deliveries:

Hanes shall not be liable for delay or failure to ship or deliver occasioned by any cause whatsoever including, but not limited to, strikes, fires, floods, acts of God or other causes either within or beyond Hanes' control.

#### 4. Security Interest:

Applicant hereby grants to Hanes a security interest in all goods purchased from Hanes to secure the payment of all sums due Hanes, and Applicant appoints each officer of Hanes as its attorney-in-fact to sign financing statements on behalf of Applicant to perfect such security interest in goods sold.

#### 5. General Provisions:

The laws of the State of North Carolina shall govern the transactions between the Applicant and Hanes. Waiver by Hanes of any term, provision or condition hereof shall not be deemed a waiver of any other item, provision or condition.

As stated on page one of the credit application, Applicant understands that Seller will make the usual credit investigation and authorizes Applicant's bank to release information as desired by Seller.

## NOTE: ANY CHANGES TO THE ABOVE LANGUAGE IN THIS AGREEMENT MAY RESULT IN A DELAY IN PROCESSING OF ANY CREDIT APPLICATION AND MAY RESULT IN THE DENIAL OF CREDIT.

Date

Name and Title

Signature: