

ALCOR BRANDS, INC.

Credit Application & Credit Agreement

Date

mm/dd/yy

F9002

REV 08-15-2012

Instructions to the Applicant(s)/Buyer(s)/Company (hereinafter "Applicant(s)" and/or "Buyer(s)" and/or "Company"): Please complete this Credit Application form in its entirety. After carefully reading and agreeing to the Credit Application and Terms and Conditions (all 4 pages), sign the last page of this document. Your application will be reviewed by Alcor Brands, Inc. (hereinafter "ABI" and/or "Seller") and if approved, it will be approved for Net 30 and Credit Cards. Please fax back all pages to Alcor Brands, Inc. at **+1 (786) 523-0607**.

Applicant/Buyer/Company Information

Contact Name	<input type="text"/>	Type of Business	<input type="text"/>
Company Name	<input type="text"/>	Date Business Opened	<input type="text"/>
Address	<input type="text"/>	D-U-N-S Number	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/>
ZIP	<input type="text"/>	Telephone	<input type="text"/>
e-Mail	<input type="text"/>	Federal Tax ID Number	<input type="text"/>
		State Sales Tax ID Number	<input type="text"/>
		DL #	<input type="text"/>

Net 30 (Complete Sections 1 & 2)

Credit Card (Complete Section 3)

1. Banking Information

Account Number	<input type="text"/>	Bank Officer Contact	<input type="text"/>
Bank Name	<input type="text"/>	Banking Router Number	<input type="text"/>
Bank Address	<input type="text"/>	Telephone	<input type="text"/>
City, State	<input type="text"/>	ZIP	<input type="text"/>

2. Guarantor Information

Guarantor Name	<input type="text"/>	DL #	<input type="text"/>
Address	<input type="text"/>	SSN or Federal Tax ID	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/>
ZIP	<input type="text"/>	Telephone	<input type="text"/>
e-Mail	<input type="text"/>	Bank Officer Contact	<input type="text"/>
Account Number	<input type="text"/>	Bank Routing Number	<input type="text"/>
Bank Name	<input type="text"/>	Bank Telephone	<input type="text"/>
		Address	<input type="text"/>
		City	<input type="text"/>
		State	<input type="text"/>

If our (Buyer's) account goes 15 days or more past due, I **authorize** Alcor Brands, Inc. to charge the past due amount to the Credit Card on file.

Signature:

3. Credit Card Information

Credit Card Number	<input type="text"/>	Exp. Date	<input type="text"/>	CVV:	<input type="text"/>
Cardholders Name	<input type="text"/>	City	<input type="text"/>	State	<input type="text"/>
Cardholders Billing Address	<input type="text"/>	ZIP	<input type="text"/>		

Owners/Principals of Buyer:

Name	% of Ownership	Address	City, State	Telephone

Business References of Buyer:

Name	Address	City, State	Telephone	Account #

Business/Personal References of Guarantor:

Name	Address	City, State	Telephone	Account #

TERMS AND CONDITIONS

Buyer(s) consent to the following Terms and Conditions: Alcor Brands, Inc. (herein after "Alcor Brands", "ABI" and/or "Seller") acceptance of Buyer's orders is expressly made conditional on Buyer's assent to these terms and conditions. Unless otherwise agreed to in writing by all parties, the terms and conditions set forth on this credit/buyer application, order confirmation and/or invoice supersede the terms and conditions of the Buyer's purchase order(s) and will govern all transaction between the Buyer and the Seller. These terms and conditions also apply to all future transaction unless modified in writing signed by all parties. Seller specifically rejects any terms or provisions which set any standards, specifications or damages related to quality and time of delivery or which contradict or purportedly claim to supersede these terms and conditions. Buyer's acceptance of goods delivered by Seller in conjunction with this invoice, credit/buyer application, or order confirmation is an acknowledgement by Buyer of its acceptance of these terms and conditions.

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. It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order.

Returns

It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order. A written authorization from the seller must be obtained by the Buyer for any returned merchandise. All returns must be made within 7 days of receipt of goods. The Seller will charge the Buyer a 15% restocking fee.

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 1.5% 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 terms and conditions set forth on this invoice, credit application, and/ order confirmation. 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.

Jurisdiction

Any transactions between the Buyer and the Seller are governed by the laws of State of Florida. To the extent that any court proceedings are commenced, the Buyer and any Guarantor hereby consent to the jurisdiction of the courts of Miami-Dade County, for any claims or controversies arising in the sale of garments by the Seller to the Buyer. The Seller also reserves the right to sue the Buyer or its Guarantor in the province or state of its domicile. However, the foregoing shall not in any way diminish or limit the arbitration provisions set forth below.

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.

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.

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 anyone 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.

Personal Guaranty

In consideration of such credit extended and/or to be extended by Alcor Brands in its discretion to Buyer, or the release of goods paid by credit card or check, the individual(s) signing this invoice, credit/buyer application, other confirmation, or delivery receipt or check or credit slip (who, if more than one, shall be jointly and severally bound) hereby unconditionally guarantee(s) to Alcor Brands and its successors, endorsees, and assigns the punctual payment when due, with such interest as may accrue thereon either before or after any maturity(ies) thereof, of all debts and obligations of Buyer and any other party or parties, now existing or hereafter arising, as well as the performance and observance by Buyer of the terms, conditions, stipulations, and agreements of Buyer contained in this invoice, credit application, and/or order confirmation of Alcor Brands. This Guaranty will be continuing and irrevocable guaranty and indemnity for such indebtedness of Buyer. The undersigned do(es) hereby waive notice of acceptance of this Guaranty, notice of the occurrence of any default, presentments, demands, protests, and notices of any and all action at any time taken or omitted by Buyer regarding its indebtedness to Alcor Brands. The signer consent(s) to any modification or renewal of the credit hereby guaranteed. This guaranty shall bind the executors, administrators, and assigns of the undersigned and shall remain in force and effect unless and until canceled by written notice sent to Seller by registered mail, in which case it shall then be binding as to any balances still owing and outstanding as of the date of Seller receipt of such registered notice. This Guaranty also gives Alcor Brands, Inc. the right to investigate credit from time to time of both Buyer and the Personal Guarantor(s), if deemed necessary by Seller.

Arbitration

ALCOR BRANDS, INC. and Buyer agree that upon the demand of either party, any controversy or claim arising out of or relating to this document, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties shall each bear their own costs and attorneys' fees in any arbitration proceeding, provided however, that the arbitrator shall have the authority to require either party to pay the costs and attorneys' fees of the other party during the arbitration, as is permitted under federal or state law, as a part of any remedy that may be ordered.

Agreement and Acknowledgement

Buyer(s) have carefully read and agree to these Terms and Conditions. Buyer authorizes Alcor Brands, Inc. to verify the credit of the Company and/or the individual(s) whose signature(s) appears on this or the other documents specified above. Buyer and Guarantor(s) authorize its bank(s) and/or business references to release credit information of Buyer and for Guarantor(s) as requested by Alcor Brands. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this agreement will remain in full force and effect and shall in no way be affected, impaired, or invalidated.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT ALL TERMS AND CONDITIONS ON ALL 4 PAGES OF THIS DOCUMENT.

Signatures must be by an authorized Officer, Partner and/or Owner of the Business.

Signatures	
Buyer	Guarantor
Signature _____	Signature _____
Name <input type="text"/>	Name <input type="text"/>
Signature _____	Signature _____
Name <input type="text"/>	Name <input type="text"/>

Internal Use	
Account No.: _____	Approved by: _____
Credit Line: _____	Date: _____

Notes: