



OC Shirts, Inc.
 1010 North Edward Court
 Anaheim, CA 92806
 Phone: 877-303-3331
 Fax: 866-627-4478

Credit Application

Date : _____

Please complete this Credit Application form and initial the Terms and Conditions page. After carefully reading and agreeing to the Credit Application and Terms and Conditions (all 3 pages), sign the last page of this document. Your application will be reviewed by OC Shirts, Inc (hereafter "OC Shirts" and/or "Seller") and if approved, it will be approved for NET terms to be determined or COD/Company Check or Credit Card.

Please fax back all 3 pages along with a copy of a Voided Check to OC Shirts at (866) 627-4478.

Applicant Information

Contact Name _____

Company/Business Name _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____

Type of business:
(ie. Corporation, LLC, etc.) _____

Date Business Opened _____

DUNS Number _____

Drivers License Number _____

California Resale _____

Federal Tax ID _____

Owners/Principals

Name	% of Ownership	Address	City, State	Phone	Fax

Trade References

Name	Address	City, State	Phone	Fax

Bank Information

Bank Name _____

Account Number _____ Checking Savings

Bank Address _____

City _____ State _____ Zip _____

Bank Officer/Contact _____

Bank Routing Number _____

Telephone _____ Fax _____

For COD Company Check

Checking Account Number _____

Routing Number _____

Drivers License or Federal Tax ID _____

Credit Card Information

Credit Card Number _____

Cardholder Name _____

Expiration Date _____ CVV _____ Card Type _____

Billing Address of Card _____

City _____ State _____ Zip _____

Agreement:

If our account goes 30-days or more past due, I authorize OC Shirts to charge the past due amount to the credit card on file.

Printed Name _____

Signature _____

Buyer consents to the following terms and conditions:

Seller's acceptance of Buyer's orders is expressly made conditional on Buyer's assent to these terms and conditions. The terms and conditions set forth on this invoice, credit application, and/or order confirmation supersede the terms and conditions of the Buyer's purchase order(s) and will govern all transactions between the Buyer and the Seller. These terms and conditions also apply to all future transactions 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.

Notice of Defects:

The Buyer must make any claims 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.

Modification of Goods: garment dyers and printers beware: modify the goods and you own them.

Once merchandise is printed, garment dyed, or altered in any way, the Buyer cannot return or make a claim relating to such merchandise. The Seller is not responsible for fallout or loss during the garment dye process. Regularly test the merchandise for garment dyeability. Garments modified by the Buyer, or modified by Seller at the request of Buyer, may not be returned. Seller may agree, as an accommodation to Buyer, to repurchase these items. Should Seller make this accommodation, 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 any way related to the sale or distribution of these goods.

Returns:

A written authorization from the Seller must be obtained by the Buyer for any returned merchandise. The Seller will charge the Buyer a 20% restocking fee for any returned merchandise. Buyer authorizes Seller to sell any garments with Buyer's label, mark, custom design or print that have been returned, rejected, or abandoned.

Default:

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 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 terms and conditions set forth on this invoice, credit application, and/or order confirmation. Any returned checks will be charged back to the company, 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 California, and the company and any guarantor hereby consent to the jurisdiction of the courts of Orange County, California, for any claims or controversies arising in the sale of Goods 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.

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.

Acceptance of goods with known defect waives claim for damages.

Buyer must notify Seller in writing of all claims for damages resulting from late delivery or any other defect that is known to Buyer at the time Buyer accepts the merchandise. 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.

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 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.

Initial _____

Personal Guaranty:

In consideration of such credit extended and/ or to be extended by OC Shirts in its discretion to the company, the individual signing this invoice credit application and/or order confirmation (who if more than one, shall be jointly and severally bound) hereby unconditionally guarantee(s) OC Shirts 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 the Company and any other party or parties, now existing or hereafter arising, as well as the performance and observance by the Company of the terms, conditions, stipulations, and agreements of the Company contained in this invoice, credit application, and/or order confirmation, any invoice or order confirmation of the Seller. This Guaranty will be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. The undersigned do(es) hereby waive notice of acceptance of this guaranty, notice of the occurrence of any default, presentments, demand, protests, and notices of any and all action at any time taken or omitted by the Company regarding its indebtedness to Seller. 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's receipt of such registered notice. This guaranty also gives Seller the right to investigate credit from time to time of both the Seller and the personal guarantor(s), if deemed necessary.

Initial _____

Agreement and Acknowledgement:

Buyer(s) have carefully read and agree to the Credit Application and its Terms and Conditions stated on all 3 pages of this application Buyer authorizes OC Shirts to verify the credit of the Company and/or the individual(s) whose Signature appears below. Buyer authorizes the above listed bank(s) and or business references to release credit information of the Company and/or the individual(s) whose Signature appears below as requested by OC Shirts.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT ALL TERMS AND CONDITIONS ON ALL 3 PAGES OF THIS DOCUMENT. Signatures must be an authorized Officer, Partner and/or Owner of the Business.

Printed Name _____

Signature _____

Date _____

Printed Name _____

Signature _____

Date _____