



**\* You must mail this original to us to initiate the application process.**

**Credit Agreement and Application**

How to process this form:  
Please print this form and fill out completely.  
Then, mail the original to:  
Caitac Garment Processing, Inc.  
Controller  
14725 S. Broadway  
Gardena, CA 90248  
USA

NAME OF CREDIT APPLICANT			
Street Address			Phone
Billing Address			Phone
<b>BUSINESS INFORMATION</b>			
Type of Business			<input type="checkbox"/> Individual
Nature of Operations			ation #
Date of Incorporation			street #
Annual Sales			sted \$
<b>List of all owners, partners or</b>			
Name			
Name			
Name			
<b>REFERENCES (Give informa</b>			
Name	Address	Phone	Fax
Name	Address	Phone	Fax
Name	Address	Phone	Fax
Bank Name	Branch	Account #	Contact
Anticipated number of shipments per month			
Payables Contact Person Name	email	phone	fax

Unless other specific arrangements have been made in advance, each invoice is due and payable within [ ] calendar days of presentation. Invoiced amounts not paid when due shall be subject to late fees equal to the lower of 1.5% per month or the maximum amount allowed by applicable law multiplied by the past due amount, which amount shall be compounded each month to include principal and late fees. Subsequent payments will be applied first against such late fees and secondly against past due invoices. Regardless of what credit is agreed to between Caitac Garment Processing, Inc. ("Caitac") and the applicant, Caitac reserves the right to modify a client's status without prior notice. Caitac will be held harmless and without liability by applicant for any third party claims or losses. If it becomes necessary to place a claim of due past invoices in the hands of an attorney or agency for collection, reasonable attorney's or collection agency's fees will be for the account of the applicant and added to any past due balances. Applicant hereby represents that as of the date of this application, they are solvent as that term is understood by the application of generally accepted accounting principles. Applicant agrees that the foregoing representation is ongoing and further agrees that any material change in financial information or solvency shall be reported to Caitac by facsimile or email within 24 hours of acquiring such status.

By signing this agreement you acknowledge that you have read, understood, and accepted these terms and conditions.

**General Lien and Right to Sell Property:**

- a) Caitac shall have a general and continuing lien on any and all property (including documents) of the undersigned company coming into its actual or constructive possession or control for monies owed to Caitac, its subsidiaries and related entities (including, but not limited to any of its affiliates).
- b) Caitac shall provide written notice to the undersigned company of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; the undersigned company shall notify all parties having an interest in its shipment(s) of Caitac's rights and/or exercise of such lien.
- c) Unless, within thirty (30) days of receiving notice of the lien, the undersigned company posts cash or a letter of credit at sight, or, if the amount due is in dispute, and acceptable bond equal to 110% of the value of the total amount due in Caitac's favor, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Caitac shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the undersigned company.

I, the undersigned officer or agent of the applicant, am authorized to prepare and submit this agreement and application. I have read and concur with the terms and conditions contained herein, and affirm that all information provided herein is correct and without omission of any material fact or circumstance which bears upon the applicant's credit worthiness.

Signed \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(signature) (Name and title of person signing)

**These terms and conditions of service** constitute a legally binding contract between the “Company” and the “Customer”.

**1. Definitions.** (a) “Company” shall mean Caitac Garment Processing, Inc., its subsidiaries, affiliates, related companies, agents and/or representatives; (b) “Customer” shall mean the person or entity for which the Company is rendering service, as well as its agents and/or representatives. **It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives.**

**2. Limitation of Actions.** Billing disputes must be brought to the Company’s attention, in writing by U.S. Mail, certified return receipt requested, addressed to Caitac Garment Processing, Inc., 14725 South Broadway, Gardena, CA 90248 within twenty (20) days after the date of the invoice being disputed or, otherwise, Customer will be deemed to accept the accuracy of the invoice and to accept the quantity, quality and timeliness of delivery of the goods mentioned therein and waive its right to dispute anything related to that invoice. The failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

**3. No Liability For The Selection or Services of Third Parties and/or Routes.** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment. The Company does not assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

**4. Declaring Higher Value To Third Parties.** Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company’s discretion, the goods may be tendered to the third party, subject to the terms of the third party’s limitations of liability and/or terms and conditions of service.

**5. Insurance.** Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer’s behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

**6. Disclaimers; Limitation of Liability.** (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services; (b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer’s goods, and the Company shall in no event be liable for the acts of third parties; (c) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

**7. Indemnification / Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any third party claims and/or liability arising from the services rendered hereunder, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney’s fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

**8. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney’s fees and interest at 18% per annum, compounded monthly, or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

**9. General Lien and Right To Sell Customer’s Property.** (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company’s actual or constructive possession or control for monies owed to Company; (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company’s rights and/or the exercise of such lien. (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

**10. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and the chief financial officer or the chief executive officer of the Company; any attempt to unilaterally modify, alter or amend same shall be null and void. Without the express written consent of the chief financial officer or the chief executive officer of the Company, no other employee or agent of the Company shall have the authority to amend, supplement or waive the terms and conditions of service on behalf of the Company.

**11. Purchase Orders.** The Customer may not cancel any purchase order placed with the Company unless the Company agrees to accept such cancellation. The acceptance of the cancellation must be done in writing with the signature of the chief financial officer or the chief executive officer of the Company. In the event of the cancellation of any purchase order, the Customer shall be fully liable for work in progress and any materials secured by the Company such as fabric and trims. Any liability arising from cancelled purchase orders shall be immediately due and payable to the Company.

**12. Severability.** In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

**13. Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of service and the relationship of the parties shall be construed according to the internal laws of, the State of California, without giving effect to the conflicts of laws provisions thereof. The parties agree to submit all matters and/or disputes related to these terms and conditions of service to the exclusive jurisdiction of courts located in the State of California, and the exclusive venue for any dispute arising under these terms and conditions of service shall be courts located in Los Angeles County, California. The exclusive jurisdiction and venue terms shall be binding and enforceable even if the customer claims that these terms and conditions of service are void, voidable, were entered into by mistake or fraud, seeks rescission or any judicial interpretation of these terms and conditions of service, including the enforceability of this paragraph. The prevailing party in any lawsuit arising out of these terms and conditions of service shall be entitled to reasonable attorneys’ fees and costs incurred in such lawsuit and may enter judgment in any court of competent jurisdiction.