

NEW ACCOUNT SET UP FORM - US

The following form must be completed by new customers for each individual account to be invoiced, before we are able to process & dispatch orders. If business has multiple delivery addresses (invoiced to a single point), please list these separately at time of account set-up. Please see overleaf for Conditions of Sale and Other Terms and Conditions

PLEASE COMPLETE IN BLOCK CAPITALS

Business/Store Name: _____ **Association:** PFA PCA NCA **No.** _____

Business Type: Sole Trader Partnership Corporation Other

Please Check:

Please Check: Web Retailer Both

Proprietor (s): _____ **Years In Business:** _____

Federal Tax ID #: _____

Business/Invoicing Address: _____

City: _____ **State:** _____ **Zip Code:** _____ :

Phone: _____ **Fax:** _____ **Email:** _____

Company Website(s): _____

Delivery Address (if different): _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Bank Name & Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Bank Account #: _____

Payment Method: Pre-paid Credit Card Pre-paid Check Pre-paid Bank Transfer 30 Day Credit*

Please Tick:

For Internal Use Only

Agent: _____ **Discount** _____

Primary Contacts: Name Telephone Email

Sales/Orders: _____

Accounts: _____

credit application

RH Smith will submit your company details for independent credit assessment. Approval of Credit Payment Terms is also subject to provision of 2 business references, with whom you have been trading for at least 2 years – please therefore allow appropriate time for references to be sought, & returned by your nominated Vendors, as their response may take several weeks.

Business Name & Address: _____

City: _____ **State:** _____ **Zip Code:** _____ **Acc Ref #** _____

Phone: _____ **Fax:** _____ **Email:** _____

Business Name & Address: _____

City: _____ **State:** _____ **Zip Code:** _____ **Acc Ref #** _____

Phone: _____ **Fax:** _____ **Email:** _____

CONDITIONS OF SALE AND OTHER TERMS AND CONDITIONS.

GENERAL

R H Smith & Sons (Wigmakers) Ltd T/A RHS's USA ("RHS") is prepared to consider opening credit accounts to the business named on the reverse side of these Terms ("Buyer"), although the granting of credit is at RHS's sole discretion following its credit assessment. RHS's credit account terms require the net payment of all invoices in accordance with the credit terms granted and advised to Buyer by letter ("Letter"). The terms in the Letter, the terms and conditions under this Conditions of Sale and Other Terms and Conditions ("Terms"), together with the terms and conditions on the Website (collectively, "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or its terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions nor serve to modify or amend these Terms.

Buyer shall pay all invoiced amounts due to RHS's within 30 days from the date of RHS's invoice, unless otherwise agreed upon in writing. In the event Buyer fails to make payments when due, the account may be considered by RHS's, at its sole option, to be in default, and RHS's may elect to declare any amounts outstanding immediately due and payable. Buyer agrees to pay interest on all accounts overdue for payment at the lesser of the rate of 5% per annum above the then-current base lending rate of the Bank of England or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer agrees to reimburse RHS's for all costs incurred in collecting any late payments, including, without limitation, interests, expenses and attorneys' fees. Additionally, RHS's will charge a minimum of \$30 to Buyer to cover the cost of any dishonored check or other means of payment. In addition to all other remedies available to RHS's under these Terms or at law (which RHS's does not waive by the exercise of any rights hereunder), RHS's shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due. Buyer shall not withhold payment of any amounts due and payable by reason of set-off, claim, counterclaim, discount, abatement or otherwise with RHS's.

DELIVERY

The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order. Unless otherwise agreed in writing, RHS's will deliver the goods using RHS's standard method for packaging and shipping such goods. RHS's may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order.

The quantity of any instalment of goods as recorded by RHS's on despatch from RHS's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Buyer shall inspect the goods within 14 days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the goods unless it notifies RHS's in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by RHS's. "Nonconforming Goods" means only the following: (i) product shipped is different than the product identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

RETURNS

Buyer must notify RHS's returns department in writing of any receipt of Nonconforming Goods and/or shortfall in delivery during the Inspection Period, or within 14 days of when the goods would in the ordinary course of events have been received, at the location designated by Buyer. If Buyer timely notifies RHS's of any Nonconforming Goods, shortfall, or surplus, RHS's shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming goods, (ii) replace goods to cover the shortfall, (iii) credit or refund the Buyer for such Nonconforming Goods or shortfall, or (iv) invoice the Buyer for the surplus. Buyer is not entitled to object or reject the goods or any portion of them by reason of any surplus or shortfall, and shall pay for such goods as adjusted. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of Nonconforming Goods and/or shortfall in delivery. Except as provided under this paragraph, all sales of goods to Buyer are made on a one-way basis and Buyer has no right to return goods purchased under this Agreement to RHS's.

PASSING OF TITLE AND RISK OF LOSS

1.1 RHS's shall deliver goods to Buyer at such location as the Buyer shall designate, at RHS's expense and on a delivery duty paid (DDP) basis but subject to and in accordance with RHS's terms and conditions at <http://trade.smiffys.com/Info/t-termsofsale> and RHS's shipping terms. Following such delivery, Buyer will be responsible for all risk of loss or damage to the goods from any cause, including shrinkage in quantity, theft, pilferage, deterioration, casualty loss, or determination that the goods are not in resalable condition due to use or handling or conditions under which the goods were stored.

1.2 Notwithstanding the passing of risk in the goods in accordance with clause 1.1 above, legal title to the goods shall remain with RHS's until such time as RHS's has received payment of the purchase price of the goods and the purchase price of any other goods previously or subsequently supplied by RHS's to Buyer whereupon such title shall pass to Buyer.

1.3 Insofar as the goods may be delivered to Buyer prior to the time when title passes to Buyer in accordance with clause 1.2 above, Buyer shall until such time: (a) hold the goods as the fiduciary agent of RHS's, and (b) remain liable to account to RHS's for the goods or, if the same shall be sold by Buyer (which Buyer shall be entitled to do as fiduciary agent of RHS's but as between Buyer and Buyer's customer only as principal and without creating any agency relationship, disclosed or undisclosed, between RHS's and such customer of Buyer), for all of the proceeds, tangible and intangible (and including, without limitation, insurance proceeds and proceeds of proceeds) of Buyer's sale of the goods.

1.4 Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. Buyer is responsible for paying all taxes associated with Buyer's order. RHS's may change prices without prior notice to Buyer or when the goods are shipped, unless RHS's has extended credit to Buyer.

NO WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT AND IN PARTICULAR, RHS'S MAKES (A) NO WARRANTY OF MERCHANTABILITY, (B) NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) NO WARRANTY OF TITLE; AND (D) NO WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Any dispute arising out of or in connection with this contract, including any question regarding its formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by English law and the parties shall submit to binding arbitration before the London Court of International Arbitration. An award of arbitration may be confirmed in a court of competent jurisdiction.

Notwithstanding anything herein to the contrary, all orders placed will be subject to the terms and conditions on the website <http://trade.smiffys.com/Info/t-termsofsale> ("Website") Buyer agrees to be bound by the terms and conditions on the Website and as such is advised to visit the Website before placing any orders. To the extent the Terms contradict the terms and conditions on the Website, the terms and conditions on the Website will prevail. RHS's reserves the right to change the terms and conditions at any time, and all such changes will be posted on the Website. Buyer is therefore advised to refer to the terms and conditions on the Website on a regular basis to keep itself informed of RHS's current terms and conditions.

We agree to be bound by these Terms and also agree that all accounts will be paid by the day upon which they are stated to be due and

payable. Signed: _____

Signed: _____

(For and on behalf of) _____

Date: _____

Note – Where the applicant is a corporation, at least 2 directors must sign unless only 1 is registered.

RETURN COMPLETED FORM

TO:

UK: Tracey White (International Account Advisor)

email: traceywhite@smiffys.com Toll Free (Phone/Fax): 888 776 4339 (Ext. 703) Tel: 0044 1427

619291 <http://www.trade.smiffys.com> www.fever-collection.com

Postal Address US: Maxine Andrews, 8345 NW 66th St #5738, Miami, Florida, 33166-2626

For Office Use nly

A/C MGR OR REP	CUSTOMER REF	CREDIT LIMIT APPROVED	CREDIT CONTROL MANAGER	DATE