

Easton International, Inc.

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Courtaulds Textiles America Inc. DBA Pretty Polly USA: 358 Fifth Avenue, 6th Floor, New York, NY 10001

Commercial, Finance and Distribution Centre: 34 Industrial Way East, Suite 3, Eatontown, NJ 07724

NEW CUSTOMER INFORMATION

Salesperson / Agent _____

Legal Name of business _____ DBA _____

Owner / Buyer _____

Billing address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail address _____ Payment Method () Credit Card () Terms requested

SHIPPING INFORMATION

Shipping address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Shipping Contact (optional) _____ E-mail address _____

If the store location is different than the shipping address or there are additional shipping addresses, please provide these on a separate sheet.

Top five brands sold by Customer: _____, _____, _____, _____, _____

Type of Retailer: _____ Estimated Annual PP USA Sales to Customer: _____
(e.g. Dept Store, Discounter, E:tailer, Independent, Pharmacy)

TERMS & CONDITIONS

1. Courtaulds Textiles America Inc. DBA Pretty Polly USA expressly reserves the right to limit the amount of merchandise delivered to only such quantities as are necessary to meet the reasonably expected demand at Customer's store locations.
2. This merchandise is sold to Customer for resale to the ultimate consumer only. Except to the extent that such prohibition would be contrary to applicable law, Customer is expressly prohibited from selling the merchandise purchased hereunder to a retailer or other dealer in like merchandise, or to any party who Customer knows, or has reason to know, intends to resell the merchandise.
3. The merchandise purchased from Courtaulds Textiles America Inc. DBA Pretty Polly USA may not be sold by Customer online unless previously approved by Courtaulds Textiles America Inc. DBA Pretty Polly USA for sale online by Customer.
4. The merchandise purchased from Courtaulds Textiles America Inc. DBA Pretty Polly USA may not be sold by Customer from any store locations which Courtaulds Textiles America Inc. DBA Pretty Polly USA has not previously approved as an acceptable location.
5. Customer is expressly prohibited from exporting the items sold hereunder outside of the United States of America unless duly authorized by Courtaulds Textiles America Inc. DBA Pretty Polly USA.
6. Customer agrees to pay all Courtaulds Textiles America Inc. DBA Pretty Polly USA invoices at the time, in the manner and in accordance with the terms agreed upon.
7. Customer agrees to be responsible for all collection costs and reasonable attorney's fees incurred by Courtaulds Textiles America Inc. DBA Pretty Polly USA in connection with any delinquent amount.
8. All orders are accepted at, and acknowledged by Courtaulds Textiles America Inc. DBA Pretty Polly USA and no orders will be bound by any terms on the Customer's order forms or other documents that attempt to impose upon Courtaulds Textiles America Inc. DBA Pretty Polly USA any terms or conditions of sale that vary from those stated on the acknowledged order form from Courtaulds Textiles America Inc. DBA Pretty Polly USA or herein. Any failure to object to terms and conditions contained in Customer's order form or other documents shall not be deemed a waiver of these Terms or Conditions, which shall constitute the entire agreement between the parties on this matter.
9. Pricing, shipping or other discrepancies should be brought to the attention of Credit Dept. within 30 days after the invoice is received. Courtaulds Textiles America Inc. DBA Pretty Polly USA will not be responsible for correction to the invoice after a three-month period.
10. Should any provisions herein be determined inconsistent with or contrary to applicable law, such provisions shall be deemed amended or omitted to conform therewith, without further affecting any other provisions or the validity of this agreement
11. Customer agrees to notify Courtaulds Textiles America Inc. DBA Pretty Polly USA by mail of any change in the control, legal form or other entity of Customer.
12. All orders are subject to the availability of merchandise at the time of shipment, and shipped F.O.B. Eatontown, NJ. Please include Routing Instructions if available.

By signing this agreement, Customer represents and warrants that: (1) the information furnished by Customer is true and accurate, and (2) Customer has read the Terms and Conditions and agrees to be bound by all terms and conditions stated herein.

Signed

Date