



SALES AGREEMENT AND OPENING OF ACCOUNT

BETWEEN: Maloja Clothing Canada Inc. (SUPPLIER)

AND

Applicant complete legal Name: _____ (APPLICANT)

D.B.A. Trade Name: _____

Bill to: _____ Ship to: _____

Telephone: _____ Fax: _____,

Account payable name: _____ email : _____

____ Corp, ____ LLC, ____ Partnership, ____ Sole Proprietorship, ____ Non-profit, ____ Other(Specify): _____

Fed /Prov.Reg#: _____ Fed. Tax# _____ State /Prov.Tax#: _____

OWNERS/ADMINISTRATORS

Name	Title	Pers Tel#	e-mail
_____	_____	_____	_____
_____	_____	_____	_____

SUPPLIERS

Name	Telephone	Fax	Email	Yearly purchases\$

BANKING

Name: _____ Address: _____,

Tel: _____ Fax: _____ Account#: _____

The authorized signing representative for the APPLICANT represents that the information given herein is current and accurate.

Furthermore, it authorizes its bank, suppliers and other sources to furnish information on the company and its principals. The APPLICANT also authorizes SUPPLIER to exchange, furnish and obtain information on the APPLICANT for the purpose of granting credit and this credit application, in itself, constitutes such authorization. The Applicant understands and agrees that the following terms and conditions shall apply to all sales to be made by the Supplier to the Applicant

The Applicant acknowledges having read and understands the Basic Terms for the Purchase of Goods from SUPPLIER. Attached hereto as Schedule A.

Applicant Signature: _____ Print name: _____ Title: _____

Schedule A- Basic terms for the purchase of goods

Service charges: will be applicable on all past due amounts at a monthly rate of 1.5% (18% per annum).

Terms: All invoices are payable within sixty (60) days of the invoice date, save for otherwise specified terms accepted in writing by SUPPLIER.

Credit review: All credit decisions and /or limits are subject to review and/or changes at all time.

NSF and Stop payment: Will be subject to a \$25.00 service charge. Checks must be replaced by a certified check within 10 days.

Collection: In the event of proceedings for the recovery of sum due or of merchandise sold, instituted by (client), the authorized retailer acknowledges and accepts to pay all reasonable fees on a solicitor-client basis incurred by (supplier) for the recovery of all sums due or merchandise sold.

Refusal to ship: The supplier may refuse to ship any confirmed order in whole or in part for any reason.

Past due accounts: All orders and re-orders will be place on hold for any past due balance over 30 days and will not be released from credit hold until the account is current.

Shipping: EXW (F.O.B) The applicant assumes all insurance costs and liabilities inherent to the transportation of products to the delivery of the merchandise from SUPPLIER.'s warehouses. The applicant assumes all risk of loss of, or damage to merchandise during transportation.

Late delivery: The Applicant shall not cancel an order due to late delivery unless the Supplier is notified of the cancellation in writing prior to shipment.

Quantity: Partial shipment can be made and orders shall be considered complete if the supplier is unable to deliver the entire order. In such event the Applicant waives its right to claim a reduction in price or cancellation of sale.

Returns: No merchandise will be accepted without an authorization number. If and when such returns are authorized, they are to be shipped prepaid and are subject to a 15% restocking charge.

Claims: All claims of any nature (including shortages) must be made within 72 hours after receipt of goods.

Product: The buyer will preserve all original labels affixed by SUPPLIER. to insure product identification and traceability.

Reserve of right of ownership: All merchandise, whether present and future, sold by SUPPLIER. to the APPLICANT shall remain the sole property of SUPPLIER. until all sums due to SUPPLIER. whether invoiced or not have been fully paid, the whole including interest and cost.

Purchase Money Security Interest: The APPLICANT hereby agrees to grant a Purchase Money Security Interest in all present and future inventories supplied by SUPPLIER. together with all proceeds there from. The APPLICANT also grant SUPPLIER. power of attorney to execute one or more financing statements, amendments, continuation and termination statements, pursuant to the relevant Uniform commercial Code or the relevant PPSA

I (we) before signing this agreement acknowledge that I (we) understand all the terms and conditions listed on this agreement

AND THE APPLICANT(S) HAVE SIGNED THIS _____ DAY OF THE MONTH OF _____, 20____

WITNESS

APPLICANTS

X _____

X _____

Print Name: _____

Print: Name _____

Title _____