

2. Business references, trade names and other business information

Total Employees	_____	Year business started	_____
Accounts Payable Contact:	_____	Anticipated monthly purchases	_____
Name	_____	Email address	_____
Phone ()	_____		
Nature of business	_____		
Business Trade Names	1		
	2		
Other Business Addresses	1		
For Additional - attach list	2		

BUSINESS REFERENCES (please list 3)

Name	_____	Name	_____	Name	_____
Address	_____	Address	_____	Address	_____
Contact Name	_____	Contact Name	_____	Contact Name	_____
Phone ()	_____	Phone ()	_____	Phone ()	_____
Fax ()	_____	Fax ()	_____	Fax ()	_____

IMPORTANT: Attach current financial statement of customer

Business bank account & reference

Address of bank

LIST OF SECURED CREDITORS:

Creditor	_____	Creditor	_____	Creditor	_____
Address	_____	Address	_____	Address	_____
Collateral	_____	Collateral	_____	Collateral	_____

Please attach list of additional shipping locations with tax jurisdictions, county and city and exemption form if applicable.

PLEASE TELL US ABOUT YOUR BUSINESS

Would you like to receive Promotional mailings _Yes _No

Type of business:

Promotional material mailed to the attention of:

Address (if different from above)

Do you want to receive promotional offers and advertising from Direct Brand Limited via fax machine and/or email? _Yes _No

Guaranty of Payment



Personal Guaranty of Payment

_____, 20_____

In consideration of DIRECT BRAND (the "Creditor") extending credit to _____ (the Customer) and for other good and valuable consideration, the undersigned hereby personally guarantees, absolutely and unconditionally, to the Creditor the payment of the Debt and covenants and agrees with the Creditor as follows:

- 1) The term "Debt" as used in this Guaranty shall mean all sums of monies of any nature whatsoever which from time to time may or shall become due and payable by the Customer to the Creditor as a result of the purchase by the Customer of goods, merchandise or equipment from the Creditor.
- 2) The undersigned agrees that, with or without notice or demand, the undersigned will reimburse the Creditor, to the extent that such reimbursement is not made by the Customer, for all costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Creditor in connection with the collection of the debt or any portion thereof in any action or proceeding brought by the Creditor to enforce the obligations of the undersigned under this Guaranty.
- 3) The undersigned shall remain bound under this Guaranty notwithstanding any change, alteration, renewal, extension, continuance, compromise, waiver, inaction, extension of further credit or modification to the manner in which the Creditor and the Customer conduct business, all of which the undersigned consents to without further notice.
- 4) The undersigned hereby waives:
 - (a) notice of acceptance of this Guaranty or of any sale to the Customer or any advance thereof by the Creditor to the Customer,
 - (b) presentment and demand for payment of the debt or any portion thereof,
 - (c) protest and notice of dishonor or default to the undersigned or to any other person or party with respect to the debt or any portion thereof,
 - (d) all other notices to which the undersigned might otherwise be entitled,
 - (e) any demand for payment under this Guaranty.
- 5) This is a Guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Customer or any other person or party, before proceeding against the undersigned.
- 6) The term "undersigned" as used herein shall, if this Guaranty is signed by more than one party, mean the "undersigned and each of them" and each undertaking herein contained shall be their joint and several undertaking.
- 7) No delay on the part of Creditor in exercising any right or remedy under this Guaranty or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy. This Guaranty may only be modified, amended, changed or terminated by an agreement in writing signed by the Creditor and the undersigned.
- 8) The undersigned acknowledges that this Guaranty and the undersigned's obligations under this Guaranty are and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Guaranty and the obligations of the undersigned, of the undersigned under the Guaranty. This Guaranty sets forth the entire agreement and understanding of the Creditor and the undersigned, and the undersigned absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to this Guaranty or the obligations of the undersigned under this Guaranty.
- 9) This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the United Kingdom and shall be in all respects governed, construed, applied and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.
- 10) The undersigned acknowledges that the Creditor may seek a credit report (including an investigative report) in connection with this Guaranty and the undersigned consents to the Creditor doing so.

In witness whereof, the undersigned had duly executed this Personal Guaranty the day and year first above set forth.

Guarantor	SIGNATURE	PRINT NAME
Witness	SIGNATURE	PRINT NAME

To be completed by the Credit Department		
Account Number	Credit Limit	Order Limit
Customer Class	Salesperson Number	
Credit Manager Approval	Date approved	Date approval letter was mailed
Mail List Manager Approval	Date	

Terms & Conditions



Terms and Conditions must be signed below

Terms: All sales are F.O.B. Direct Brand head office location and are offered at wholesale to the trade only. All charge invoices are due and payable net on the 10th of the month following date of purchase.

Service Charge: Customer agrees to pay service charges of 1-1/2 % per month or the highest rate allowed by law (whichever is the lesser), from the due date of each invoice to date of payment. In the event that the customer's account is placed for collection, customer agrees to pay all costs of collection, including reasonable attorney's fees. Customer agrees that any dealings between the parties shall be governed by and interpreted in accordance with the laws of England and Wales.

Taxes: Orders are accepted with the understanding any applicable taxes will be added, as the law requires. If we fail to charge you tax where applicable, we reserve the right to invoice you for tax at a later date.

Minimum Billing and Special Orders: Because of the high cost of processing invoices, we have established a minimum billing of \$20 on all charge orders. A 25% minimum deposit will be required on orders for special material.

Return of Goods: No goods or materials will be accepted for return without our written consent. Special, non-cataloged material is not returnable for credit. All accepted returns are subject to a 15% restocking charge.

Warranty: New material: We extend the manufacturer's warranty on every unit or equipment sold by us to persons or organizations who purchase such units or equipment from us for resale. This manufacturer's warranty does not cover merchandise that has been damaged by improper application or installation, careless handling, water or fire damage, or other conditions beyond our control.

THE FOREGOING CONSTITUTES THE ENTIRE WARRANTY WITH RESPECT TO SUCH UNITS OR EQUIPMENT AND IS IN LIEU OF ALL OTHERS EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT DIRECT BRAND RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

Terms and conditions subject to change without notice. I have read the current terms and conditions included above, and fully understand these terms and conditions.

Signature

Title

Date

E-Commerce Information

Authorized Web Purchaser 1

Authorized Web Purchaser 2

Authorized Web Purchaser 3

Name (first, last)

Name (first, last)

Name (first, last)

Title

Title

Title

Email address

Email address

Email address

Credit Card Purchasers: Your information is secure and will not be transmitted over the web

Type: _Visa _MasterCard Card #

Expiration Date