



MASTER HATTERS OF TEXAS, INC.
2945 Market Street, Garland, TX 75041

972-864-5523 / 800-926-4287
972-864-5524 FAX

CREDIT APPLICATION / ACCEPTANCE OF TERMS OF SALE

Name of Business				
Mailing Address		City	State	Zip Code
Shipping Address (Please attach additional pages if more than one ship to)		City	State	Zip Code
Type of Business	Established		Telephone	
			Email	
			Fax#	
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership <input type="checkbox"/>	Names of Owners or Officers	Title	Home Address	Home Phone
Credit Card # (MasterCard or Visa Only)			Expiration Date	3 Digit Ver#
Name On Card			Billing Address	Zip Code
Bank Reference - Bank Name _____ Phone # _____ Contact _____				
Trade References (If not listed below)				
Name	Email Address	Account #	Fax #	Phone #
Name	Email Address	Account #	Fax #	Phone #

NO TRADE REFERENCES REQUIRED IF CREDIT CARD CUSTOMER (MasterCard or Visa)

CREDIT REFERENCES

COMPANY NAME	ACCOUNT #	COMPANY NAME	ACCOUNT #
<input type="checkbox"/> Wrangler		<input type="checkbox"/> Circle Y	
<input type="checkbox"/> R.H.E. Hatco, Inc.		<input type="checkbox"/> Carhartt	
<input type="checkbox"/> M & F Western Products		<input type="checkbox"/> Cinch	
<input type="checkbox"/> Justin Brands, Inc.		<input type="checkbox"/> Rock N Roll Denim Jeans	
<input type="checkbox"/> Ariat International		<input type="checkbox"/> Levi	
<input type="checkbox"/>		<input type="checkbox"/>	

SIGNATURE _____ DATE _____
Office Use Only: Terms _____ Date _____ Salesperson _____

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of Purchaser, Firm or Agency	Texas Sales Tax No.
Address (Street & Number, P.O. Box or Route Number)	Phone (Area Code & Number)
City, State, Zip Code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller MASTER HATTERS OF TEXAS, INC.

Street Address 2945 Market Street

City, State, Zip Code GARLAND, TEXAS 75041

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Sign Here	Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" of "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

CONTRACT FOR SALE OF GOODS

ARTICLE GENERAL RECITALS

This is a contract for the sale of hats between Master Hatters of Texas, Inc. Of 2945 Market Street Garland, Texas, a Texas corporation, referred to as the Seller, and Buyer, whose name is set out on the opposite side of this page. Seller and Buyer collectively are referred to as the "parties."

- 1.02. The parties acknowledge that the transaction, which is the subject matter of this contract been reasonable relation ID the State of Texas and agree that the law of Texas will govern their rights and duties. The parties specifically intended that the provisions of the law of Texas cited Uniform Commercial Code-Sales will control as to all aspects of this contract and its interpretation and that all definitions contained therein will be applicable here except where this agreement may expressly provide otherwise.
- 1.03. The terms of this contract are intended by the parties as a final expression of their agreement with respect to such terms and also as a complete and exclusive statement of such terms when accepted by the Credit Department of Master Hatters of Texas, Inc.
- 1.04. All monies are payable In Dallas County, Texas, and the place of performance of this contract is Garland. Texas.

ARTICLE 2. GOODS

- 2.01. The goods that are the subject matter of this contract are listed on the opposite side of this page and are a part of this contract.
- 2.02. The quantity of goods to be delivered by the Seller and received by the Buyer under this contract is listed on the opposite side of this page and is a part of this contract.

ARTICLE 3. PRICE

- 3.01. The price for the goods, which are the subject matter of this contract, is listed on the opposite side of this page and is a part of this contract.
- 3.02. Payment is due from the Buyer within thirty (30) days following tender of delivery by the Seller. The parties agree that all payments still owing- after the due date will bear interest at the rate of a and a half (11/2) percent per month.

ARTICLE 4. SHIPMENT AND DELIVERY

- 4.01. All costs of shipment shall be borne by the Buyer.
- 4.02. The place for delivery will be the Buyer's address listed on the opposite side of this page, which is a part of this contract.
- 4.03. Times for shipment of the goods will be as stated on the opposite side of this page and is a part of this contract.
- 4.04. The Buyer has the right to inspect all goods tendered for delivery before the delivery is considered complete under this contract. Such inspection may take place only at the place for delivery. If the Buyer rejects any such goods, they will be immediately returned to the Seller. The Buyer will be charged for goods properly rejected as being nonconforming under the requirements of the contract. In the event the Buyer is to be charged for goods not properly rejected, the Buyer will notified immediately by telephone, telegraph, or certified mail in an effort to arrange a shipping date. The expenses of inspection will be borne by the Buyer except in any instance which goods properly have been rejected.

ARTICLE 5. REMEDIES AND LIABILITIES

- 5.01. Any risk associated with goods being sold hereunder rests with the Seller up to the time of receipt of the goods by the Buyer at the place of delivery, but only after proper inspection has been completed without rejection of the goods. Thereafter, such risk is with the Buyer, including any goods thereafter returned to the Seller until their receipt.
- 5.02. Any rejection of goods for being nonconforming under the requirements of this contract must be made within twenty (20) days after their delivery by the Buyer sending written notification to the Seller of the rejection, the basis of the alleged nonconformity of the goods, and the descript of that portion of the shipment being rejected.

(Continued)

- 5.03. On receipt of notification of rejection, the Seller immediately will arrange to receive back the goods for shipment and return. However, within seven (7) days the Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to the Seller's plant.
- 5.04. Any cancellation by the Buyer on this contract must be made by the Buyer and received by the Seller at least 30 days prior to the shipment date, or the Buyer agrees to pay twenty-five (25%) percent of the price for the goods for restocking.
- 5.05. In the event of default by the Buyer, which specifically includes nonpayment for the goods, the Buyer agrees to pay any collection costs, attorney's fees, and court costs incurred by the Seller in remedying such default by the Buyer.

ARTICLE 6. TERMINATION

This contract can be terminated by either party until 30 days prior to the shipment date. If the Buyer terminates this contract within 30 days of the shipment date, the Buyer will be held to the applicable provision of Article 5.

ARTICLE 7. MODIFICATION OR RESCISSION

This contract may not be modified or rescinded in any manner except by the written agreement of both Seller and Buyer.

ARTICLE 8. ASSIGNMENT AND DELEGATION

- 8.01. The parties may neither assign their rights nor delegate the performance of their duties under this contract except as provided in this contract.
- 8.02. The Buyer may delegate the duty of paying the price for the goods to be delivered under this contract at any corporate financing institution. Any other such delegation requires the Seller's prior written consent, which consent will be based on approval of financial position and will not be unreasonably withheld.
- 8.03. The Buyer may not assign his rights of receiving goods from the Seller under this contract without the prior written consent of the Seller. Such consent will be based on ascertaining that the assignment will not upset the Seller's obligation with respect to other purchasers and market conditions for redistribution of its goods, and consent will not be unreasonably withheld.
- 8.04. The Seller may assign his right to receive from the Buyer the price called for on any occasion under this contract at any time on reasonable notification to the Buyer as to the assignee for receipt of such price.
- 8.05. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this contract.
- 8.06. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

BUYER _____

DATED _____ **Day of** _____, **20** _____

APPROVED BY: MASTER HATTERS OF TEXAS, INC.

SELLER _____

DATED _____ **Day of** _____, **20** _____