



M.J. Soffe, LLC - Application for Credit and Agreement to Terms of Sale

M.J. Soffe, LLC - One Soffe Drive, Fayetteville, NC 28312, Attention: Credit Department - Phone: (800)723-4223 Fax (910)486-9030

Applicant Information

Applicant's Name: _____ Email: _____
 Business Address: _____ Phone: _____
 Billing Address: _____ Fax: _____

Legal Name of Corporation or Partnership: _____

Individual Ownership Partnership Corporation

Date of Incorporation or date business started: _____ State Incorporated: _____ Amount of Credit Requested: _____

Owners, Partners, or Corporate Officers

1) _____ Name	_____	_____
	Title	Address
2) _____ Name	_____	_____
	Title	Address
3) _____ Name	_____	_____
	Title	Address

Trade Reference

1) _____ Name	_____	_____
	Address	Phone
_____	_____	_____
	City, State, Zip	Fax
2) _____ Name	_____	_____
	Address	Phone
_____	_____	_____
	City, State, Zip	Fax
3) _____ Name	_____	_____
	Address	Phone
_____	_____	_____
	City, State, Zip	Fax

Bank Reference

1) _____ Bank Name	_____	_____
	Address	Phone
_____	_____	_____
	City, State, Zip	Fax

The Applicant named above applies for trade credit solely from M.J. Soffe, LLC ("Soffe") and agrees that all credit that Soffe elects to extend to the Applicant will be subject to the following terms and conditions.

Soffe may extend credit to Applicant for purchasing Products to the extent Applicant may be eligible under Soffe's programs and consistent with Applicant's credit capability, as determined by Soffe from time to time in Soffe's absolute discretion. Soffe has no continuing obligation to deliver Products on credit and credit approval may be withdrawn by Soffe at any time, for any reason, and without prior notice. Soffe may, in its absolute discretion, refuse to establish an account with Applicant, place Applicant's account on hold, and/or refuse to deliver Products or accept orders from Applicant to the extent any principal(s) or shareholder(s) of Applicant, any entity with which such principal(s) or shareholder(s) are affiliated, or any subsidiary or affiliate of Applicant has a delinquent or past due account with Soffe or any affiliate or subsidiary of Soffe. Applicant agrees to furnish any and all financial information requested by Soffe and to immediately notify Soffe in writing of any development that may adversely affect Applicant's financial condition. Applicant further agrees that any entity is authorized to disclose to Soffe or any affiliate or subsidiary of Soffe, and their respective employees, officers, agents or representatives, any information requested regarding Applicant. Applicant, and its owner(s)/principal(s)/partner(s) hereby waive any claim against and fully release from any liability, such individuals and entities by reason of any such disclosure. The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the ECOA is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. If Soffe declines to extend credit to Applicant, Applicant may request from Soffe the specific reason(s) for Soffe's decision within sixty (60) days of being notified and Soffe will provide such reason(s) within thirty (30) days of Applicant's request. Applicant may direct its request to: M.J. Soffe, LLC, Attention: Credit Department, One Soffe Drive, Fayetteville, NC 28312 (800) 723-4233.

The individual signing this application below on behalf of Applicant, by his/her signature, hereby certifies that he/she has the requisite authority to bind the Applicant to the terms and conditions herein and hereby certifies, acknowledges and agrees on behalf of Applicant as follows: (1) all information contained on this application and the financial statements and information submitted to Soffe along with it are true and correct and are submitted for the purpose of obtaining credit; and (2) the below Terms and Conditions of Sale govern any and all transactions between Soffe and Applicant.

X _____
 Signature _____ Title _____ Date _____

Failure to complete this form in its entirety will result in unnecessary delays in processing and/or rejection of your application.

FOR OFFICE USE ONLY

Approved Denied Approved/Denied by: _____ Date: _____

Sales Representative: _____ Sales Channel: _____ Rep Code: _____

Sales Manager/VP of Sales: _____ Date: _____

Estimated Sales: _____ Tier Level: _____

Comments: _____

Limit Approved: _____ Account Number: _____

TERMS AND CONDITIONS OF SALE

Delta Apparel, Inc., including its subsidiaries M.J. Soffe, LLC, Junkfood Clothing Company, Salt Life, LLC, and Art Gun, LLC (collectively "Seller"), makes all sales of its products and services ("Products") to buyer ("Buyer") subject to the following terms and conditions:

- 1. Pricing/Purchase Orders/Acceptance of Terms and Conditions.** Unless otherwise agreed to in writing by an authorized representative of Seller, all Products sold by Seller to Buyer shall be at the standard prices set forth in Seller's current catalog of Products at the time the order is submitted to Seller. Buyer shall submit all orders for Products to Seller using a method approved in writing by Seller. Seller's acceptance of all orders, however made, is expressly conditioned upon Buyer's consent, either express or implied, to these terms and conditions, and Seller will not accept, and expressly objects to and rejects, any other terms and conditions (whether written or oral) originating from Buyer that purport to modify, add to, or otherwise vary the terms and conditions stated herein. Buyer's acceptance of these terms and conditions shall be indicated by any of the foregoing: (a) Buyer's written acknowledgement or other act or expression of acceptance, (b) Buyer's offer to purchase Products from Seller, (c) Buyer's acceptance of shipment from Seller, or (d) Buyer's payment for any Products.
- 2. Shipment/Title/Risk of Loss/Taxes.** Title to the Products shall pass to Buyer upon delivery of the Products to (1) the common carrier or (2) Buyer's representative at Seller's dock. Seller's delivery of the Products shall be Ex Works (EXW, Incoterms 2012) Seller's shipping point, with all risk of loss, damage, theft or destruction passing to Buyer at such point, subject to Seller's rights under applicable law. No such loss, damage, theft or destruction to the Products, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect. Seller shall not be liable for any shipping delays. Buyer shall bear all applicable federal, state, municipal or other governmental tax, as well as any applicable import or customs duties, license fees and similar charges, however designated or levied on the sale of Products (or delivery thereof) or measured by the purchase price paid for the Products. Further, Buyer agrees to complete and submit the sales and use tax exemption certificate provided by Seller, pay any and all sales and use taxes which may become due on Buyer's purchase of Products, and indemnify and hold Seller harmless from any and all claims, losses or damages (including penalties and interest) that Seller may become subject to due to Buyer's failure to comply with these requirements. Notwithstanding the foregoing, if Buyer is located within Canada and Seller agrees to deliver Products to a designated location in Canada, Seller's delivery of such Products shall be Delivered Duty Paid (DDP, Incoterms 2012) the agreed upon delivery destination in Canada, with title to and risk of loss of the Products passing to Buyer at such point, subject to Seller's rights under applicable law.
- 3. Shortages/Rejection of Delivery & Returns.** All claims for shortages or rejection of delivery must be made by Buyer to Seller in writing within a period of thirty (30) calendar days from receipt of Products and must state in reasonable detail the grounds therefore. Unless such notice is given within the stated period of time, Buyer agrees that it shall be conclusively presumed that Buyer has fully inspected the Products and acknowledged that no shortage or grounds for rejection exists. The terms for all Product returns, for whatever reason, are limited to those set forth in Seller's return goods policies and procedures, which are located on Seller's website. These policies and procedures may be modified in any manner by Seller at any time. All returns must be accompanied by an RA from Seller and are subject to in-house credit only.
- 4. Payment.** Unless otherwise agreed in writing by Seller, all credit purchases must be paid in accordance with Seller's normal terms of sale, which are Net thirty (30) days from date of invoice. All past due amounts are subject to a monthly financing charge of 3% in excess of the Prime Rate of Chase Manhattan Bank, NA, adjusted monthly based on the Prime Rate on the last day of the month, or the maximum permissible under applicable law, whichever is lower. All drafts dishonored for any reason shall be assessed a service charge. Buyer may not use anticipated credit memos before Seller issues the credit on account. Payment using an anticipated credit memo before Seller has issued credit will be considered a short payment and may result in delayed shipments. It is not Seller's policy to issue refunds. Credit memos must be used on current outstanding balances or future purchases. Seller, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Seller any and all amounts owed by Seller to Buyer. In the event that Buyer utilizes a credit card to purchase Products, Buyer must provide Seller with the credit card information as requested. Buyer acknowledges and agrees that all credit card purchases hereunder are duly authorized.
- 5. Limitation of Liability & Disclaimer of Warranties.** In no event will Seller be liable to Buyer or any third party for amounts representing indirect, special, incidental, consequential or punitive damages, including, without limitation, damages arising from personal injury, lost profits, loss of business opportunity, loss of property, economic loss, or statutory or exemplary damages, whether from negligence, warranty, strict liability or otherwise, even if advised of the possibility of such damages. Seller will have no duty to defend, indemnify or hold harmless Buyer from or against any damages or costs incurred by Buyer arising from the infringement or violation of any patents, trademarks, copyrights or other proprietary rights by any Products. Notwithstanding any other terms or conditions to the contrary, Seller's liability under this agreement will not exceed the purchase price of the Product giving rise to the alleged liability. Buyer understands and agrees that if Seller shall be found liable for loss or damage caused by failure of Seller to perform any of Seller's obligations hereunder or by the Products in any respect whatsoever, Seller's liability shall be limited to the price paid for such Products, and this liability shall be exclusive. Buyer understands and agrees that the provisions or this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of any of Seller's obligations or from negligence, active or otherwise, of Seller, or its agents, servants, assignees or employees. SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS WHICH EXTEND BEYOND THOSE SET FORTH IN WRITING HEREUNDER OR ELSEWHERE BY SELLER, AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY EXCLUDED.
- 6. Events of Default.** Buyer shall be in default under this agreement upon the happening of any of the following events or conditions: (a) default by Buyer on payment of any installment, invoice, bill or any other indebtedness or obligation now or hereafter owed by Buyer to Seller, (b) default in the performance of any obligation, covenant or liability contained in this agreement or any other agreement or document between Buyer and Seller, (c) any inaccuracy with respect to any warranty, representation or statement made or information furnished by Buyer, (d) dissolution, termination of existence, insolvency, business failure, or discontinuance of Buyer's business or the appointment of a receiver for any part of the property of, or assignment for the benefit of creditors by, Buyer or the commencement of any proceedings under any bankruptcy reorganization or arrangement laws by or against Buyer or the attachment, levy, seizure or garnishment of any of Buyer's property, rights, assets (contingent or otherwise) including the Products, or (e) any change in control of the ownership or management of Buyer, unless prior to the occurrence of such change of control Seller shall have been notified in writing and Buyer shall have obtained Seller's prior written approval to such change in control.
- 7. Remedies of Seller.** Upon the occurrence of any event of default or any time thereafter, Seller may, at its option and without notice to Buyer, exercise one or more of the following remedies as Seller, in its sole discretion, shall elect: (1) declare immediately due and payable all outstanding invoices under this or any other contract and demand or, without demand, sue for amounts then due or thereafter accruing under this invoice or under any other invoice, bill or other document evidencing Buyer's indebtedness to Seller, (2) suspend deliveries as to any or all Products, and (3) exercise any and all rights accruing to Seller under any applicable contract or law upon a default by Buyer, including all rights and remedies accorded to sellers or secured parties under the Uniform Commercial Code. In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorneys' fees and costs and collection agency fees and costs, incurred by Seller. No right or remedy conferred upon or reserved to Seller by this agreement shall be exclusive of any other right or remedy provided herein or by law.
- 8. Assignment, Waiver & Severability.** This agreement and all rights, obligations and performance hereunder may not be assigned by Buyer without prior written consent of Seller. No delay or omission by Seller to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by Seller of any term, condition or agreements to be performed by Buyer or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless presented in writing to Seller and signed by an authorized representative of Seller. If any section, term, condition or portion of this agreement shall be found to be illegal or void as being against public policy, it shall be stricken and the remainder of this document shall stand as the original.
- 9. Governing Law/Venue.** This agreement shall be construed and enforced in accordance with the laws of the State of Georgia without regard to the conflicts of law provisions thereof. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS, IF OTHERWISE APPLICABLE. All claims, actions, disputes, controversies or suits shall be litigated exclusively in the courts of Georgia. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and Buyer, if not a resident of the United States, hereby appoints the Secretary of State of Georgia as its agent for service of process in the United States.
- 10. Entire Agreement/Modification.** The parties intend this agreement to be the complete statement of the terms of their agreement. This agreement replaces and supersedes any prior agreements between them with respect to the subject matter hereof. No course of prior dealing or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed, modified or amended except by an instrument in writing signed by both Seller and Buyer.
- 11. Compliance with Laws.** The parties agree to comply with all applicable laws and regulations. Buyer further agrees that it will not make any payment, directly or indirectly, that would cause a violation of the anti-bribery laws of any country or jurisdiction, including without limitation the U.S. Foreign Corrupt Practices Act which, *inter alia*, prohibits certain payments to foreign government officials for the purpose of obtaining or retaining business.