



CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.



CREDIT APPLICATION AND AGREEMENT FOR CREDIT SALES

MAIL THIS APPLICATION TO:

Empty box for mailing address

To CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.: For the purpose of procuring and establishing credit, from time to time, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

Form section 1-6: APPLICANT: BUSINESS OR CORPORATION NAME, APPLICATION DATE, BUSINESS STREET ADDRESS, BILLING ADDRESS, CITY, STATE, ZIP, BUSINESS TELEPHONE NO., FAX NO., E-MAIL, YEAR BUSINESS WAS ESTABLISHED, NO. OF EMPLOYEES, WE ARE ENGAGED IN THE BUSINESS OF: MONTHLY STATEMENT, OF ACCOUNT REQUIRED?, CONTRACTOR'S LICENSE NO., STATE ISSUED, A/P CONTACT NAME, BUSINESS BUILDING IS

OWNERS (IF APPLICANT IS A SOLE PROPRIETOR OR PARTNERSHIP) OFFICERS (IF CORPORATION)

Form section 7-9: NAME, TITLE, HOME ADDRESS, HOME PHONE NO.

BANK OR SAVINGS AND LOAN ASSOCIATION:

Form section 10-11: NAME, BRANCH ADDRESS, ACCOUNT NO., TYPE OF ACCOUNT

APPLICANT'S PRINCIPAL CREDIT REFERENCES (LIST AT LEAST THREE)

Form section 12-15: NAME, ADDRESS, CITY, STATE & ZIP, PHONE NUMBER, AMOUNT OWING

16. Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? WRITE ANSWERS YES OR NO

17. Are taxes owed by Applicant to any taxing authority past due? Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years?

18. Is the Applicant or any of its Owners, Principals, Partners, Officers, or Directors, a guarantor or endorser of debts or notes owned by others?

19. Does Applicant now have a merchandise order pending with Consolidated Electrical Distributors, Inc.? If yes, what is the approximate amount of the order? \$

APPLICANT: 1) Please complete and sign the reverse side of this form, 2) please attach a current financial statement, 3) If a contractor, please include a copy of your registration surety bond.

SPACES BELOW ARE FOR CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. USE ONLY

Form section 16-21: P.C. NO., P.C. MGR APPROVAL, 1035, SALES TAX, D&B RATING, CREDIT APPROVAL, APPROVAL DATE

# AGREEMENT

In consideration of Consolidated Electrical Distributors, Inc., and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies, (hereinafter collectively Seller) extending credit to the Applicant, Applicant agrees to pay for all items delivered to or at the request of the Applicant by the 15<sup>th</sup> of the month following purchase. The applicable cash discount may be taken if Seller's invoice is paid not later than the 10<sup>th</sup> of the month following purchase. All accounts are due and payable at the remittance address shown on the Seller invoice. Applicant acknowledges that a monthly service charge may be issued on all sums due to Seller, which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge shall be 1.5% per month, but not to exceed the highest amount lawfully allowed by contract in the state in which this application is executed; it shall be issued on the thirty-first (31<sup>st</sup>) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees with regard to such service charges, Applicant and Seller are parties to a written contract. Applicant agrees to notify Seller in writing of any changes in ownership or status of ownership and further agrees that, notwithstanding any change in ownership, status of ownership, business form or entity, all charges incurred will remain the responsibility of Applicant unless agreed to by Seller in writing.

By his signature hereon, Applicant agrees that each of the terms and conditions of sale which can be found at <http://sales.our-terms.com/> shall be a term of the contract of each sale from Seller to Applicant. Said terms and conditions may be unilaterally amended by Seller, in its sole discretion, at any time. Each party agrees that the electronic signatures, whether digital or encrypted, of the Applicant included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

In case of any default in relation to any transactions made pursuant to this Application, Applicant shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review or reconsideration thereof, and any such fees or costs incurred after any award or judgment is entered. Jurisdiction and venue for any legal action shall be in the state and country: (a) where this agreement is signed, (b) where the materials at issue were purchased, (c) where the materials were incorporated, and (d) as otherwise provided by law, with Seller having sole right to choose among these jurisdictions and venues for any particular dispute. This Application shall be governed by and construed in accordance with the law of the jurisdiction in which Seller elects to bring an action without resort to principles of conflicts of law. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remainder of this agreement will continue in full force and effect. The undersigned warrants that the above agreement has been carefully read and the Applicant understands the same.

BY SIGNATURE BELOW, APPLICANT EXPRESSLY AGREES TO ALL THE TERMS OF THE APPLICATION AND TO THE FOLLOWING:

1. Applicant authorizes Seller to obtain credit and financial information concerning Applicant at any time and from any source or the purpose of evaluating Applicant's creditworthiness in connection with this Application.
2. **(Sole Proprietor or Partnership Only)** The undersigned expressly consent(s) to Seller obtaining credit and financial information concerning Applicant and/or a consumer credit report on \_\_\_\_\_ (Sole Proprietor/Partner) at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.

Signed by:

Sole Proprietor/Partner:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature of individual named in #2 above.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
SSN: \_\_\_\_\_

## PERSONAL GUARANTY

The undersigned, jointly and severally, in consideration of the monthly billing privileges requested by the Applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to the Seller on open-account or otherwise, including without limitation service charges. The undersigned agree to all the terms of the aforementioned Sales Agreement. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto; and the undersigned further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this Guaranty shall affect the liability of any of the undersigned. In case Seller enforces the Guaranty, the undersigned, jointly and severally, shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after any award or judgment is entered. The undersigned, jointly and severally, agree to the same jurisdiction and venue for any legal action on this Guaranty as agreed to by Applicant above in the Agreement, with seller having the sole right to choose among these jurisdictions and venues for any particular dispute. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder of this Guaranty will continue in full force and effect.

The undersigned Guarantor(s) authorize Seller to obtain a consumer credit report on Guarantor(s) at any time and from any source for the purpose of evaluating their creditworthiness. Each party agrees that the electronic signatures, whether digital or encrypted, of the Guarantors included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Signed by:

Signed by:

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

SSN: \_\_\_\_\_

SSN: \_\_\_\_\_