



**Electrical Wholesalers Inc.**

**ELECTRICAL WHOLESALERS OF FLORIDA, INC. / U.S. ELECTRICAL SERVICES  
CREDIT APPLICATION AND AGREEMENT FOR CREDIT SALES**

ACCOUNT #:

**MAIL THIS APPLICATION TO:**  
Attention Credit Manager  
Electrical Wholesalers of Florida, Inc.

ADDRESS: \_\_\_\_\_  
C/S/Z: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

To ELECTRICAL WHOLESALERS OF FLORIDA, INC. / U.S. ELECTRICAL SERVICES and its affiliates and related companies: 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, complete and accurate statement of its financial condition. The Terms and Conditions For Credit Application and Sales are incorporated herein by reference.

APPLICANT: COMPLETE LEGAL BUSINESS OR CORPORATION NAME					APPLICATION DATE		
1. BUSINESS STREET ADDRESS			BILLING ADDRESS: STREET OR P.O. BOX				
2. CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE
3. BUSINESS TELEPHONE NO.:		FAX NO.:		YEAR BUSINESS WAS ESTABLISHED:		NUMBER OF EMPLOYEES:	
4. WE ARE ENGAGED IN THE BUSINESS OF:			5. TYPE OF BUSINESS		FEDERAL IDENTIFICATION NUMBER:		
			<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORP/LLC				
6. CONTRACTOR'S LICENSE NO.			BUSINESS BUILDING IS		LEGAL NAME OF OWNER/LANDLORD:		
			<input type="checkbox"/> OWNED <input type="checkbox"/> RENTED				

**OWNERS (IF APPLICANT IS A SOLE PROPRIETOR OR PARTNERSHIP)**

**OFFICERS/MEMBERS (IF CORPORATION OR LLC)**

7. NAME	TITLE	HOME ADDRESS	SOC. SEC. NUMBER
8. NAME	TITLE	HOME ADDRESS	SOC. SEC. NUMBER
9. NAME	TITLE	HOME ADDRESS	SOC. SEC. NUMBER

**PLEASE SIGN THE REVERSE SIDE WHERE INDICATED, BY "X"**

**BANK REFERENCES:**

10. NAME	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT
11. NAME	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT

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

12. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
13. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
14. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
15. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING

16. Has Applicant or any of its owners, principals, partners, members, officers or directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? **YES / NO** *If yes, provide an explanation on a separate sheet.*

17. Are any taxes owed by Applicant to any taxing authority past due? **YES / NO** *If yes, provide an explanation on a separate sheet.* Has a tax lien or civil suit been filed against Applicant or any of its owners, principals, partners, members, officers or directors within the past six years? **YES / NO** *If yes, provide an explanation on a separate sheet.*

18. Is the Applicant or any of its owners, principals, partners, members, officers or directors a guarantor or endorser of debts or notes owned by others? **YES / NO** *If yes, provide an explanation on a separate sheet.*

19. Does Applicant now have a credit account with another electrical supplier? **YES / NO** If yes, with who and what is your credit limit?

**APPLICANT: Please complete, sign and return this form along with a current financial statement and explanation sheets as necessary.**

**SPACES BELOW ARE FOR ELECTRICAL WHOLESALERS OF FLORIDA, INC. / U.S. ELECTRICAL SERVICES USE ONLY**

Credit Manager	Credit Limit	Approval Date	Tax Exempt
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20. Type of Business (check more than one if applicable)

- 1 \_\_\_ Electrical Contractor
- 2 \_\_\_ Building/General Contractor
- 3 \_\_\_ Industrial O.E.M.
- 4 \_\_\_ Maintenance, i.e., school, hospital, insurance, bank, commercial and factory
- 5 \_\_\_ Retail
- 6 \_\_\_ Government
- 7 \_\_\_ Architect/Engineer
- 8 \_\_\_ Other \_\_\_\_\_
- 9 \_\_\_ HVAC, Plumbing
- 0 \_\_\_ Voice/Data

21. Name of current Authorized Buyers/Purchasing Personnel (Please update immediately with any changes.)

\_\_\_\_\_

22. Ordering Information (check all that apply)  PO #  Release #  Job Name  Pick-up Personnel Name

23. Names of additional personnel you wish to receive information on new products, our newsletter, and special promotions that we offer: (include address if different from billing address listed above)

Name	Title
_____	_____
_____	_____

24. Do you want a salesman to call?  YES  NO

**Terms and Conditions For Credit Application and Sales (9/12/06)**

**GENERAL:** These Terms and Conditions For Credit Application and Sales exclusively govern the sale by Seller of all goods and services ("Products") furnished by Seller (as defined below) to Applicant (as defined above). This Agreement, including without limitation the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an officer of Seller. Oral representations may not be relied upon. Seller hereby rejects Applicant's terms and conditions including, without limitation, on any purchase orders.

**PAYMENT TERMS AND SERVICE CHARGES:** In consideration of ELECTRICAL WHOLESALERS OF FLORIDA, INC., U.S. ELECTRICAL SERVICES, 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 Products requested by or delivered to Applicant upon receipt of an invoice from Seller delivered to any of the addresses listed above by Applicant. The then applicable cash discount may be taken if Seller's invoice is paid not later than the 10th of the month following purchase. All accounts are due and payable at the remittance address shown on Seller's invoice. Applicant acknowledges that a monthly service charge may be charged 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. Service charges shall be levied on the thirty-first (31st) 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 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. Seller reserves the right to suspend any further performance under this Agreement for any reason whatsoever without penalty. No payment by offset is permitted unless approved by the Seller. Seller may charge a nonrefundable convenience fee for all payments made via a credit card, debit card or electronic check.

**CREDIT APPLICATION:** Applicant represents and warrants that all information and documents provided to Seller are true and correct and a true, complete and accurate statement of its financial condition. Applicant and Guarantor authorize Seller to obtain credit reports about them on an ongoing basis during this credit transaction and to check their credit, employment, trade and banking references and history on an ongoing basis during the term of the credit transaction. Applicant and Guarantor permit Seller to share their credit, employment, trade and banking references and history with Seller's parents, subsidiaries, related companies and affiliates.

**DELIVERY TERMS:** Delivery terms are FOB Factory with respect to shipping costs, risk of loss and title transfer. Seller shall not be responsible for any damage or loss while Products are with a common carrier or on site. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the Applicant. Seller shall not be responsible for any damages and/or delays associated with shipping, delivery, or unloading.

**LICENSED SOFTWARE AND FIRMWARE:** Products containing software or firmware may be subject to additional terms and conditions set forth in a separate license agreement that will control. All such software and firmware is licensed and not sold.

**ORDER CANCELLATION AND RETURNS:** An order may be cancelled by Applicant prior to shipment only by written notice and payment to Seller of the then applicable cancellation and/or restocking charges of not less than 25% or \$100, whichever is greater. All shipped orders and orders for special order or custom Products or Products specifically manufactured to Applicant's specification may not be cancelled and all such sales are FINAL. All returns of Products will be subject to Seller's then return policy, Seller's prior written approval, a restocking charge of not less than 25% or \$100, whichever is greater, and must be shipped freight prepaid, trackable and fully insured for the benefit of Seller, all at Applicant's expense.

**FORCE MAJEURE.** Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its direct and reasonable control, including without limitation, acts of God or Applicant, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller's performance shall be extended for that length of time as

**The undersigned warrants and represents that this Agreement, including all pages, terms, conditions, and incorporated documents, have been read, understood and agreed to in all respects.**

**WITNESS**

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_

**APPLICANT**

Sign: **X** \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_

**PERSONAL GUARANTY:** The undersigned absolutely and unconditionally guaranties payment in full of any indebtedness, (whether such indebtedness is for principal, interest, finance charges, collection costs, attorney's fees, or other indebtedness) by Applicant to Seller. The undersigned acknowledges and understands that he or she is signing this Personal Guaranty in his or her capacity as an individual, and is not signing this Personal Guaranty in his or her capacity as an officer or other representative of any entity. This Personal Guaranty is absolute, unconditional and continuing in nature and is enforceable by Seller, its successors and assigns against the undersigned. Notice, presentment and demand to Applicant as well as dishonor by the Applicant are expressly waived by the undersigned as conditions for proceeding against the undersigned under this Personal Guaranty. This Personal Guaranty shall apply to all amounts owed by Applicant to Seller, its successors and assigns, regardless of the date such indebtedness was incurred, regardless of whether such indebtedness was incurred directly to Seller, and regardless of whether such indebtedness was incurred to a successor or assignee of Seller, so long as such indebtedness was incurred pursuant to the terms of sale in any transaction by Applicant with Seller. This Personal Guaranty shall be given the broadest possible construction in favor of holding the undersigned liable for the indebtedness by the Applicant to Seller, its successors and assigns. The undersigned shall be liable to Seller for all costs of collection incurred by Seller in enforcing this Personal Guaranty, including court costs and reasonable attorney's fees. Exclusive venue for any legal action arising in connection with this Personal Guaranty shall lie in Miami-Dade County, Florida. The terms of this Personal Guaranty shall be binding upon the heirs, executors and administrators of the undersigned until all obligations incurred under this Personal Guaranty are satisfied in full. The undersigned further expressly authorizes Seller to obtain information from any person, including, but not limited to, credit reporting agencies, to obtain information pertaining to the undersigned's credit standing, payment history, and other financial and legal obligations and responsibilities.

**WITNESS**

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_

**FIRST GUARANTOR**

Sign: **X** \_\_\_\_\_  
 Individually, as Personal Guarantor  
 Print: \_\_\_\_\_

Soc. Sec. #: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Personally known \_\_\_\_ or produced \_\_\_\_\_ (type of identification)

\_\_\_\_\_, State of \_\_\_\_\_  
 Signature of Notary Public, Print, Type or Stamp Commissioned name of Notary Public.

**WITNESS**

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_

**SECOND GUARANTOR**

Sign: **X** \_\_\_\_\_  
 Individually, as Personal Guarantor  
 Print: \_\_\_\_\_

Soc. Sec. #: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Personally known \_\_\_\_ or produced \_\_\_\_\_ (type of identification)

\_\_\_\_\_, State of \_\_\_\_\_  
 Signature of Notary Public, Print, Type or Stamp Commissioned name of Notary Public.

may be reasonably necessary to compensate for the delay.

**WEIGHTS, DIMENSIONS, QUOTATIONS AND PRICES:** Published weights and dimensions are estimates or approximations only and are not warranted. Written quotations are valid for 30 days from issue. Verbal quotations expire the same day they are made. Prices and other information shown in any Seller publication, printed or online, are subject to change without notice. Such publications are not offers to sell and are maintained only as a source of general information. All typographical and clerical errors are subject to correction. The customer will pay or reimburse Seller for all sales, use, excise or similar taxes and all shipping and storage charges.

**WARRANTY:** All Products are sold AS IS. Seller does not provide any express or implied warranty other than the actual express warranty provided by the Product's manufacturer. All warranty claims shall be made directly to the manufacturer in accordance with the manufacturer's warranty. **THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, AND EXTEND ONLY TO APPLICANT'S PURCHASING FROM SELLER OR ITS APPOINTED DISTRIBUTOR. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.** Seller makes no warranty or representation that any Products provided to Applicant will meet or satisfy Applicant's intended use or requirements or otherwise comply with the laws, statutes, codes, rules, regulations, or orders, be they local, state or federal, in the jurisdiction where said Products will or are installed.

**COLLECTION AND VENUE:** In case of any default in relation to any transactions made pursuant to this Application, Applicant shall pay Seller's reasonable attorney's 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 involving this Agreement 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 delivered or incorporated, (d) Miami-Dade County, or (e) as otherwise provided by law, with Seller having sole right to choose among these jurisdictions/venues for any particular dispute. This Agreement shall be governed by and construed in accordance with the law of the State of Florida without resort to principles of conflicts of law.

**MISCELLANEOUS:** Applicant agrees to comply with all laws, statutes, codes, rules, regulations, and orders, be they local, state or federal. Applicant further agrees to serve a notice to owner or preliminary notice on all projects which are lienable or bondable and otherwise timely comply with Fla. Stat. 713 and 255 and the Miller Act in order to fully protect Seller and money owed to it. Applicant warrants and represents that it shall hold all payments made to it as trust funds for the purpose of first paying Seller, then other vendors, all prior to disbursing any funds to Applicants' owners, principals, partners, members, officers or directors. Nothing herein shall limit or abridge Seller's independent lien or bond rights. The captions/headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of any article or paragraph herein. All reference to days shall mean calendar days unless otherwise specified. In the event that any term, provision, or part of this Agreement is held to be illegal, invalid or unenforceable, such term, provision, or part shall be deemed severed from the Agreement and the remaining terms, provisions and parts shall remain unaffected thereby. Where the context requires, neutral terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

Place in Envelope and Mail To:



**Electrical Wholesalers Inc.**