ELECTRICAL WHOLESALE SUPPLY CO., INC.

COMMERCIAL CREDIT ACCOUNT APPLICATION & AGREEMENT

Corporate Office
999 Flightline Drive
P.O. Box 51980
Idaho Falls, ID 83405-1980
(208) 523-2901 – FAX (208) 522-0212

APPLICANT BUSINESS INFORMATION

YOUR COMPANY NAME (BUYER)	SSN OR TIN	PHONE
STREET ADDRESS OR POST OFFICE BOX		FAX
CITY, STATE & ZIP CODE		EMAIL

TYPE OF BUSINESS	YEAR ESTABLISHED	ARE YOU A PROPRIETORSHIP, CORPORATION, PARTNERSHIP, OR L.L.C? IF "YES" PLEASE DESCRIBE.	STATE OF ORGANIZATION
IF NOT A PROPRIETOR, LIST OFFICERS, PARTNERS, OR MANAGERS	LIST NAME(S) & TITLE(S)		
IF SUBSIDIARY OR DIVISION, LIST PARENT COMPANY	LIST NAME & ADDRESS		

APPLICANT BANK INFORMATION

BANK NAME & ADDRESS	ACCOUNT NUMBERS	NAME OF BANK CONTACT
PHONE	FAX	

APPLICANT CREDIT REFERENCES

LIST ONLY OPEN ACCOUNTS WITH CREDIT LIMITS AT LEAST AS HIGH AS THE "REQUESTED CREDIT LIMIT" BELOW.
DO NOT LIST CREDIT CARD ACCOUNTS OR BANKS.

REFERENCE NAME & MAILING ADDRESS	PHONE
	FAX
REFERENCE NAME & MAILING ADDRESS	PHONE
	FAX
REFERENCE NAME & MAILING ADDRESS	PHONE
	FAX

APPLICANT REQUESTED CREDIT LIMIT

ALL CREDIT LINE REQUESTS OVER $5000.00 REQUIRE THE SUBMISSION OF A CURRENT FINANCIAL STATEMENT.	REQUESTED CREDIT LIMIT—CHECK ONE ☐ 1,000 ☐ 3,000 ☐ _____ ☐ 2,000 ☐ 5,000 (Other Amount)
IF SALES TAX EXEMPT, THEN ATTACH THE EXEMPTION CERTIFICATE	

2016.01.04

1. **Delivery.** Delivery of goods and materials at Electrical Wholesale Supply Co., Inc. (EWS) place(s) of business or by EWS's employees to Buyer constitutes delivery. When delivery is made to a common carrier at any of EWS's facilities or other shipping point, this delivery constitutes delivery to the Buyer, and regardless of freight payment, title and all risk of loss or damage in transit passes to the Buyer at that time.

2. **Acceptance of Orders and Modifications.** No order or modification of order for goods or materials is binding upon EWS until accepted by EWS. Such acceptance occurs by EWS signing of a Purchase Acknowledgment Form or by shipment. Any order is subject to these Terms and Conditions of Sale (*Conditions of Sale*). Acceptance is conditioned on Buyer's assent to these Conditions of Sale, unless Buyer otherwise notifies EWS before delivery or other performance by EWS. Failure of EWS to object to conditions in Buyer's purchase order(s) is neither a waiver of these Conditions of Sale, nor acceptance of conditions in Buyer's purchase order(s). No order may be altered or modified from these terms and conditions by Buyer unless agreed to in writing and signed by an EWS Corporate Officer.

3. **Prices.** Prevailing prices are subject to change without notice. Except as provided in paragraph 7 of the Conditions of Sale, in the event of a price change, material on order but unshipped, will be adjusted to the price in effect at time of shipment unless provisions to the contrary are agreed to in writing and signed by an EWS Corporate Officer.

4. **Payment Terms.** All invoices are due (*Due Date*) in full by: (i) the last day of the next month following the invoice date; or (ii) the last day of the following month if the invoice date is the 25th through the last day of the month. A **finance charge of 1.75% per month, which is an annual percentage rate of 21%**, is charged on all amounts not paid by the Due Date, and similarly for each month thereafter until paid, except for bona fide disputes as to price or quantity. Invoices are issued and are payable when shipments, including partial shipments, are made. If Buyer is ever more than sixty days (60) past due on any amount owing to EWS, Buyer will not be allowed to credit purchase goods and materials, until acceptable payment arrangements are made.

5. **Cash Discounts**. EWS offers a cash discount for the early payment of some invoices. The cash discount amount varies by product. Each invoice will state the applicable cash discount amount, if any. Buyer earns that discount only if payment is made on or before the 10th of the month following the invoice date. EWS reserves the right to negotiate with its customers separately on the amount of cash discount offered. No separately negotiated cash discount is allowed unless agreed to in writing and signed by an EWS Corporate Officer.

6. **Credit Limit**. EWS may periodically re-determine the credit account amount available to Buyer. Buyer's credit account with EWS is revocable by EWS, at any time, including reduction of credit account amount and termination of Buyer's credit account, without notice to Buyer. If Guarantor revokes the Continuing Personal Guaranty of Business Indebtedness, EWS may terminate Buyer's credit account. If Buyer's credit account is terminated, suspended, or the Buyer's credit account balance exceeds the approved credit amount, then EWS is not required to submit bids, order, place an order, perform on prior bids or purchase orders, or sell any goods or materials to Buyer.

7. **Bidding of Projects**. Buyer anticipates periodic requests for fixed-price bids, quotations, or bill of materials. EWS will use its best efforts to provide a reasonable quantification of product required and the cost to Buyer for those goods and materials. However, Buyer shall independently evaluate each such bid, quotation, or bill of goods and material before Buyer relies upon such in any fashion. In the event that an error or omission occurs during the preparation or submission of the bid, quotation, or bill of goods and materials, EWS shall have a period of fifteen days (15) after being notified of the error or omission to correct the same. Any bid, quotation, or bill of goods and material that EWS submits to Buyer shall represent EWS's understanding of the materials required for a project. EWS shall not be responsible for actual needs if differing from any bid, quotation, or bill of goods and materials submitted. Unless otherwise expressly agreed to by EWS, the bid, quotation, or bill of goods and materials shall expire fifteen days (15) after the submission of the same. All costs incurred for the unloading of goods and materials shall be the sole obligation of Buyer.

8. **Return of Goods.** No goods or materials may be returned to the EWS without first obtaining in writing a Return Goods Authorization (RGA). All returns not caused by error of the EWS may be subject to return charges stated on the EWS's RGA.

9. **Warranties.** Unless otherwise notified in writing, EWS warrants that goods and materials sold are free from defects in material or workmanship for a period of one (1) year from the date of purchase. EWS'S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY under this Limited Warranty shall be to provide a replacement of the goods or materials, without charge, if the goods and materials are (i) defective in material or workmanship; and (ii) have not been misused, carelessly handled, or improperly repaired by anyone unauthorized by EWS or its vendors. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EWS SHALL IN NO CIRCUMSTANCES BE RESPONSIBLE FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, regardless of whether or not EWS is aware of the needs when the order is placed or confirmed.

10. **General.** EWS shall not incur any liability to Buyer for delay, non-performance or other defaults relating to the sales of any goods and materials that are subject to this agreement which result from or are substantially contributed to, directly or indirectly, by strikes, lock-outs, fires, wars, floods, delays in carriers, government acts, delays and defaults of contractors and subcontractors of either party or any other circumstances beyond EWS's direct or indirect control.

11. **Attorneys Fees.** Buyers' failure to comply with these terms and conditions will oblige buyer to pay all costs and expenses, including reasonable attorneys' fees and legal costs and expenses, incurred in connection with enforcement or collection. EWS may employ and pay another to help with enforcement or collection, including an attorney. Buyer shall pay EWS those costs and expenses. Attorney's fees and costs shall be allowed for non-litigation collection efforts, lawsuits, appeals, mechanics or material liens, bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), bankruptcy appeals, and any anticipated and actual post-judgment collection fees and costs. Buyer will also pay any court costs, recording costs, and any other costs of collecting any unpaid amount. Buyer shall also pay all court costs and such additional fees as the court directs.

12. **Electronic Records**. EWS uses and stores electronic records and electronic signatures. Buyer agrees to conduct business by electronic means, including legal effect or enforceability, recognition of electronic signature, and the delivery of information, statements, and invoices by electronic means.

2016.01.04

ELECTRICAL WHOLESALE SUPPLY CO., INC.

AGREEMENT TO TERMS & CONDITIONS OF SALE

I am the Buyer, or an authorized representative of the Buyer identified in this Commercial Credit Account Application & Agreement. I have read the Electrical Wholesale Supply Co., Inc.'s (EWS) *Terms & Conditions Of Sale*. The Buyer agrees to each of the *Terms & Conditions Of Sale,* including the *Payment Terms* in paragraph 4 and the *Attorney's Fees* terms in paragraph 11. *The Buyer assumes full responsibility for the payment of all charges incurred with EWS in Buyer's name.* The Buyer authorizes EWS to release credit information to inquiring companies and credit reporting agencies. The Buyer agrees that the revocation of the Continuing Personal Guaranty Of Business Indebtedness may result in the immediate suspension or termination of Buyer's credit account privileges with EWS.

(SIGNATURE—*Please initial each page*)
(PLEASE PRINT NAME)
(TITLE)
(DATE)

CONTINUING PERSONAL GUARANTY OF BUSINESS INDEBTEDNESS

As an inducement to Electrical Wholesale Supply Co., Inc. (EWS) to extend credit, now or in the future, the undersigned Guarantor agrees to this Continuing Personal Guaranty of Business Indebtedness (Guarantee).

Guarantor guarantees payment of all amounts, now or hereafter owing, when due by Buyer to EWS. If Buyer defaults in the timely payment of any indebtedness to EWS, Guarantor will pay to EWS, on demand, all amounts due by Buyer. Also, Guarantor will pay to EWS, EWS's reasonable attorney's fees and all costs and other expenses incurred by EWS in collecting or compromising any indebtedness of the Buyer, including as guaranteed or incurred by EWS when enforcing this Guaranty.

This is a continuing guaranty. This Guaranty will remain in full force and effect until Guarantor delivers to EWS a written notice revoking this Guaranty; however, any revocation will only terminate the guaranty of indebtedness incurred after the delivery of the revocation. The Guarantor agrees that the revocation of the Guaranty may result in the immediate suspension or termination of Buyer's credit account privileges with EWS.

SIGNATURE
PLEASE PRINT NAME
DATE

FOR EWS INTERNAL USE ONLY		
CUSTOMER CLASS	BRANCH MANAGER RECOMMENDATION SIGNATURE	CREDIT MANAGER APPROVAL
LOC	BRANCH MANAGER CREDIT AMOUNT RECOMMENDATION	CREDIT MANAGER APPROVED AMOUNT

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