

**APPLICATION FOR CREDIT**  
**B&S ELECTRIC SUPPLY COMPANY, INC.**  
 WHOLESALE ELECTRICAL SUPPLIES WORLDWIDE  
 4505 MILLS PLACE, S.W., ATLANTA, GA 30336 • PHONE 404-696-8284

APPLICATION SUBMITTED TO: B&S ELECTRIC SUPPLY CO., INC. LOCATION: ATLANTA, GA 30336 DATE: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

SUBSIDIARY/DIVISION OF: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

P.O. BOX/STREET ADDRESS

BUSINESS IS:     PROPRIETORSHIP     PARTNERSHIP     CORPORATION                      CHARTERED IN WHAT STATE? \_\_\_\_\_

CREDIT LINE ISSUED: \_\_\_\_\_ YEAR BUSINESS ESTABLISHED: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_ PURCHASE ORDER REQUIRED: \_\_\_\_\_ TAXABLE?: \_\_\_\_\_

IF NO, ATTACH EXEMPTION CERTIFICATE

**OWNERS (If applicant is a sole proprietorship or partnership)**

Name:	Home Address	S/S#:
Title:	Phone #	DL#:
Name:	Home Address	S/S#:
Title:	Phone #	DL#:
Name:	Home Address	S/S#:
Title:	Phone #	DL#:

**TRADE REFERENCES**

- Name of Business \_\_\_\_\_ Address \_\_\_\_\_ Phone and Fax \_\_\_\_\_
- Name of Business \_\_\_\_\_ Address \_\_\_\_\_ Phone and Fax \_\_\_\_\_
- Name of Business \_\_\_\_\_ Address \_\_\_\_\_ Phone and Fax \_\_\_\_\_
- Name of Business \_\_\_\_\_ Address \_\_\_\_\_ Phone and Fax \_\_\_\_\_

Bank Reference: \_\_\_\_\_ Acct#: \_\_\_\_\_ Phone: \_\_\_\_\_ Savings  Checking

Bank Reference: \_\_\_\_\_ Acct#: \_\_\_\_\_ Phone: \_\_\_\_\_ Savings  Checking

**IF NEW BUSINESS – INCLUDE PAST THREE YEARS EMPLOYMENT RECORD & EXPERIENCE**

Bonding Company: \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Bonding Agent: \_\_\_\_\_

“STANDARD TERMS AND CONDITIONS OF SALE APPEAR” ON THE SECOND PAGE OF THIS APPLICATION. It is agreed that sales of products by B&S Electric Supply Company, Inc. will be based on these terms and conditions. Terms of payment of Net 30 from invoice date. Cash discounts as precomputed will be allowed for payment on or before the 10<sup>th</sup> day of the month following billing. Cash discounts are not offered on freight, sales tax, or items sold under net terms. It is understood and agreed that past due balances are subject to a service charge at the maximum interest rate permitted by law. We hereby authorize you to contact the above references for needed credit information. As a condition of sale, you authorize B&S Electric Company, Inc. to access all corporate and personal credit history for the purpose of approving and extending credit.

**GUARANTY OF INDEBTNESS**

The undersigned Guarantor(s) in order to induce B&S Electric Company (“B&S”): to extend credit to applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by applicant to B&S, whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter, incur, renew, or extend in whole or in part, with B&S, all without notice to the undersigned Guarantor(s). B&S, may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant, without releasing the undersigned Guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of execution of this Guaranty. Performance of this Guaranty shall be at Atlanta, GA 30336 and the undersigned Guarantor(s) promise to pay the indebtedness and obligation incurred hereunder at Atlanta, GA County of Fulton.

Date: \_\_\_\_\_

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

**Attach a signed copy of your latest financial statement and return with completed for processing**

## STANDARD TERMS AND CONDITIONS OF SALE

1. All sales are expressly conditional on Buyer's agreement to the standard and conditions on the front and back of this form. Any order or any statement of intent to purchase any goods from B&S Electric Supply Company, Inc.; herein referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacture or shipment of any said goods; or acceptance of all or part of such goods; or payment of all or part of such goods shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchase made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants Seller a security interest in said goods. Buyer agrees to execute any documents of furnish information necessary to perfect this security interest.
3. Payment terms are Net 30 from Invoice date.
4. Seller assumes no responsibility for goods meeting any job specifications or requirements unless specifically so stated in its written quotation.
5. As to goods delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be in Buyer. Deliveries by common carrier are F.O.B. shipping point. On direct shipments from manufactures, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on the Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as change in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Seller.
6. Shipping dates are not guaranteed, but if stated, are based upon the best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
7. Goods sold by Seller are the products of reputable manufacturers. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in the paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
8. Seller's liability on any claim for loss or damage arising out of the supplying of any goods to Buyer, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
9. No goods will be accepted for return without written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a minimum 20% restocking charge. Goods will not be accepted for return after 60 days from the date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured the permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All goods claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
10. Should Shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
11. Since the products sold by Seller are not manufactured by Seller, but are sold under its respective manufacturer's brand or trade names, Seller hereby disclaims any and all warranty against patent infringement. Seller shall, however, if given prompt notice by the Buyer of any claim of patent infringement with respect to any product sold hereunder, use its best efforts to secure for the Buyer such indemnity rights as the manufacturer may customarily give with respect to such product.
12. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by and authorized representative of Seller's management.
13. Payment of goods purchased from Seller by Buyer shall be made at Atlanta, GA. In the event Buyer does not pay when due, Buyer agrees to pay interest on past due amounts at the maximum lawful rate.
14. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
15. If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due or to enforce any of these Terms and Conditions of Sale, Seller shall be entitled to recover from Buyer its attorney's fees not to exceed 25%.