



CREDIT APPLICATION AND TERMS AND CONDITIONS OF SALE

CUSTOMER/ APPLICANT INFORMATION

Name (Write above line) Phone Fax e-mail

Street City State ZIP

Billing Address

Person responsible for Accounts Payable Purchase Order Required? Yes or No

Type of Business # Years in Business Federal ID#/Social Security # (Required)

Corporation _____ Partnership _____ LLC _____ Sole Proprietor _____
Other _____
Describe _____

LIST OFFICERS AND OWNERS (Include President and CFO)

Name Title Address Phone # Driver License #

Name Title Address Phone # Driver License #

Name Title Address Phone # Driver License #

TRADE REFERENCES (please provide complete address)

Name City State ZIP Phone # Fax#

Name City State ZIP Phone # Fax#

Name City State ZIP Phone # Fax#

BANK INFORMATION

Bank Name Account #

City State ZIP Bank Officer Contact Phone# Fax#

1. Amount of Credit requested: \$ _____

2. Financial Statement for most recent year must be attached. If not, provide explanation and state amount of gross revenue and net income for the last 2 years:

3. Listed in Dunn & Bradstreet? _____ Rating: _____

4. Has either Customer/ Applicant, any officer or shareholder of Applicant, or any company in which you had ownership interest ever filed bankruptcy or become insolvent? Yes _____ No _____

If yes, explain: _____

5. Is Customer/ Applicant presently a party to any lawsuits? Yes _____ No _____

If yes, explain: _____

SALES AND USE TAX INFORMATION

Check one (Johnson Electric Supply Company is required by law to obtain a tax exemption certificate for any tax exempt sales.)

_____ None of our purchases are tax exempt.

_____ All of our purchases are tax exempt. Our tax exempt # is: _____. Our exemption certificate is enclosed.

_____ Some of our purchases are tax exempt. We will specify exempt items at that time.

Our tax exempt number is _____. Our tax exempt certificate is enclosed.

CREDIT AGREEMENT TERMS AND CONDITIONS

Customer / Applicant hereby applies for credit with Johnson Electric Supply Company (forthwith to be referred to as JESCO) according to the terms and conditions set forth herein. If JESCO approves this credit application and extends credit, Customer/ Applicant agrees to be bound by these terms and conditions in connection with all purchase from JESCO on a credit basis. Extension of credit as used herein shall mean purchases where payment is not made by cash or cash equivalent at time of delivery of any goods, materials or equipment. Applicant agrees that the terms and conditions set forth below shall take priority over any other provisions relating to the same matters contained in any other documents or agreements previously or subsequently entered into, and that these terms and conditions constitute the entire agreement of the parties relating to extension of credit and shall not be altered except by written agreement signed by the parties.

Customer / Applicant acknowledges that the information disclosed and representations made by Applicant in this Credit Application are for the purpose of inducing JESCO to extend credit to Applicant. It is intended that JESCO will rely on these representations. Applicant further represents that all information disclosed and representations made by Applicant in this application are true and accurate.

The undersigned agrees by making this application for credit that JESCO may provide (upon request) information about your account (including whether you have been late in making payments) to persons or companies which by law are allowed to receive such information (for example, credit bureaus). In addition, the undersigned agrees that JESCO may request one or more credit reports in connection with this, or any application for, establishment of this account, or in connection with any update or renewal of, or extension of credit, under this account. The undersigned authorizes JESCO to investigate and verify all information provided in this Credit Application.

Customer/Applicant and any personal Guarantor are responsible for and agree to pay all charges made on this account by any employee or agent of Customer / Applicant. Customer / Applicant acknowledges that all employees of Customer / Applicant are authorized to charge on this account unless by letter of instruction from Customer / Applicant to JESCO notice is given that only employees specified by name are authorized to charge on the account.

All charges are payable NET 30 DAYS. Any cash discounts offered for prompt payment may be disallowed if payments are received after the 10th of the month following invoicing. The undersigned agrees that any balances not timely paid will result in the account being placed on credit hold. The undersigned agree to pay interest at the rate of 1 1/2% per month (18% per annum) from the due date on all charges not paid within the above terms. The undersigned further agrees to pay all reasonable attorney fees and other costs of collection incurred in collecting past due amounts owed on this account.

If Customer/Applicant takes delivery of any goods, materials or equipment prior to signing a Purchase Order, then Customer/Applicant agrees to pay for said materials at the standard prices in effect by JESCO at the time of deliver. Customer / Applicant agrees at all times to keep JESCO informed as to the projects where the materials are being delivered including name and address of owner, property location and description, general contractor's name and address, and Notice of Commencement. At any time an account becomes past due, JESCO reserves the right to immediately terminate any further extension of credit without prior notice. All interest charges must be paid in full before credit may be re-established. JESCO closely monitors past due accounts to determine whether mechanic's liens or bond claims should be filed or whether other prompt action should be taken to protect our financial interests.

ADDITIONAL TERMS AND CONDITIONS OF SALE

Customer/ Applicant agrees to be bound by the following additional terms and conditions of sale in connection with all purchases from JESCO:

PRICE QUOTES: Prices quoted by JESCO are firm for acceptance and delivery for 10 days only from the date of quotation unless a longer time is expressly stated in the quotation. Thereafter, prices are subject to change.

EXCLUSION OF WARRANTIES: JESCO MAKES NO WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR INTENDED USE, DESIGN, OR WORKMANSHIP OF THE GOODS, MATERIALS AND EQUIPMENT SOLD. Customer / Applicant acknowledges that, except for any warranty provided by the manufacturer of the goods, material and/ or equipment, that it is being sold "AS IS", without any warranties, express or implied, as to condition and without any recourse whatsoever to JESCO. Customer/ Applicant acknowledges that it is not relying on any representation or warranty, express or implied from JESCO. Customer/ Applicant hereby expressly assumes the risk of, and releases and waives any and all rights that it may have against JESCO for any and all liabilities and damages, including incidental and consequential damages, caused by, resulting from, or in any way connected with the goods, materials and/ or equipment purchased.

TRUST AGREEMENT: Customer/ Applicant agrees that any monies received by it in payment for goods, materials and/ or equipment sold / supplied by JESCO shall be held in trust for the benefit of JESCO, and that: 1) Customer/ Applicant shall not have any equitable interest in said funds, 2) nor shall any other creditor of Customer/ Applicant have any right, title or interest in or to such funds, and 3) such funds shall not be considered an asset of any bankruptcy or receivership estate that may arise by virtue of Customer/ Applicant being a debtor in bankruptcy or receivership.

TAXES: Prices quoted do not include sales, use, excise or any other governmental taxes or charges. Any such charges are payable by and will be billed to Customer/ Applicant unless an acceptable tax exemption certificate is provided to JESCO.

FREIGHT: Unless otherwise agreed, shipments are made F.O.B. first shipping point from the manufacturer. JESCO is not liable for any loss or damage sustained in transit. Claims of such nature should be made promptly by Customer/ Applicant against the carrier.

RETURNED GOODS POLICY: JESCO will not accept any goods, material or equipment for return without prior written authorization. Customer/ Applicant must provide the Invoice Number on all material return requests. Returns will only be authorized for restocking without charge when material: (1) is defective, or (2) has been shipped incorrectly. Otherwise a minimum restocking charge of 20% will apply. All returns are subject to final count, correction, and inspection by JESCO.

DELAYS IN DELIVERY: In the absence of an agreed specified date of delivery in the Purchase Order, JESCO shall not be required to meet a particular delivery date. Time shall not be considered of the essence in connection with the purchase and delivery of goods, materials, and equipment by Customer/ Applicant from JESCO. JESCO shall not be liable for any claims or damages allegedly arising from delay in delivery caused by acts of nature, delays of carriers, accident, strike or other unavailability of labor or supplies, or other contingencies beyond the control of JESCO.

LIMITATION OF REMEDY: Customer/ Applicant's sole and exclusive remedies for any claim against JESCO whether by way of breach of warranty, breach of contract, tort or otherwise shall be: 1) the return of the goods, materials or equipment purchased and a refund of the purchase price; or 2) repair or replacement of non-conforming goods, materials or equipment or parts thereof. JESCO shall determine in its sole discretion which of these remedies will be provided for any such claim. Under no circumstances will JESCO be liable for any loss of profits, or any other consequential, incidental or punitive damages regardless of the nature of Customer/ Applicant's claim, damage or injury.

(READ AGREEMENT BEFORE SIGNING)

Signature of Customer / Applicant _____
*unsigned applications will not be processed

Print Name _____ Title _____

Print or type name and position with Customer/ Applicant of person signing application. Said person represents that he/she is authorized to sign this application on behalf of Customer/Applicant.

Date _____

PERSONAL GUARANTEE

If Customer/ Applicant is a Corporation or LLC, a personal guaranty is generally required for extension of credit.

I hereby agree to personally guarantee payment to Johnson Electric Supply Company of all obligations of Customer/ Applicant pursuant to this Agreement, regardless of whether the sums owed exceed the amount of credit applied for or in effect at any time. I agree that Johnson Electric Supply Company need not exhaust collection efforts against Customer/ Applicant prior to enforcing this Guarantee.

Print Name: _____

Signature: _____

Home Address: _____
Street City State Zip Code

Home Phone #: _____ Cell Phone #: _____

Social Security Number: _____

CREDIT CARD CHARGES

CUSTOMER/ APPLICANT AGREES TO ALLOW JOHNSON ELECTRIC SUPPLY COMPANY TO CHARGE ACCOUNTS PAST DUE 45 DAYS OR MORE TO THE FOLLOWING CREDIT CARD (VISA OR MASTERCARD).

Card Issuer Card Number Security Code Number

Expiration Date Name of Card Holder (as appears on card)

CARD HOLDER SIGNATURE: _____

PLEASE PROVIDE COPY OF CREDIT CARD