



Electric Supply Center
200 Middlesex Turnpike
Burlington MA 01803
Phone: 781-272-7700
Fax: 781-750-8546
www.esctr.net

BUSINESS CREDIT APPLICATION

Instructions:

Date: _____

- 1. Complete all sections (missing information will delay processing).
2. Sign appropriate sections on back of form.
3. Provide financial statement.
4. ATTACH A COPY OF A VOIDED COMPANY CHECK

Credit Line Requested: _____

Legal Name of Business: _____ DBA: _____
Address: _____ City: _____ State: _____ Zip: _____
Business Phone: _____ Fax #: _____ Fed Tax Id # _____
[] Corporation [] Sole Prop [] Partnership Email: _____

Name and Address of Headquarters: _____
Nature of Business: _____ Date Started: _____

Invoices Required? [] Yes [] No Monthly Statement Required? [] Yes [] No
Your estimated annual sales/revenue? \$ _____ Estimated monthly electrical product purchases? \$ _____
Number of employees? _____ Office _____ Field _____ Duns # _____ SIC # _____

Taxable [] Non Taxable [] If tax exempt, tax exempt certificate must be provided.
Are the owners also involved in any other business? [] Yes [] No If yes Name(s) of business (es) _____

Who should Electric Supply Co. contact regarding purchasing? _____
Special Billing Instructions: _____

Table with 5 columns: Principals, Full Name, Home Address & Phone #, Position, Social Security #. Rows 1-4.

Table with 4 columns: SUPPLIERS REFERENCES, Name, Address & Phone #, Account #. Rows 1-4.

Bank (Checking) _____

ENCLOSE VOIDED COMPANY CHECK
TERMS AND CONDITIONS OF SALE

- 1. APPLICABILITY OF TERMS AND CONDITIONS: These terms and conditions of sale shall control all sales to the applicant/purchaser...
2. QUOTES / SHIPPING: All sales are subject to the terms set forth herein...
3. SHIPPING DELAYS/DEFECTS: On all orders placed for stock, out of stock and special order materials...
4. INSPECTION: All materials delivered must be examined and inspected by the applicant/purchaser upon receipt...
5. RETURNS: Stocked items which are defective may be returned without prior authorization...
6. ALL FUTURE SALES SUBJECT TO CONTINUED CREDIT APPROVAL: Applicant/purchaser's present and future orders...
7. LIMITATION OF REMEDIES: Applicant/purchaser agrees that the sole remedy for any default...
8. CHOICES OF LAW AND FORUM: The parties agree any suit brought to enforce the provisions...
9. ATTORNEYS AND FEES: On all matters referred by ELECTRIC SUPPLY CO. to their attorney...

10. **INTEREST:** APPLICANT/PURCHASER AGREES THAT ANY UNPAID BALANCES THIRTY (30) DAYS PAST DUE FROM THE STATEMENT DATE SHALL BE CHARGED 2% INTEREST PER MONTH (24% PER ANNUM).
11. **EXCLUSION OF WARRANTIES:** ELECTRIC SUPPLY CO. offers no guaranties or warranties of any kind whatsoever, including any warranties of merchantability or fitness for particular purpose, either express or implied, on goods sold by it and applicant/purchaser herein assumes all risk and liability for the results obtained in the use of any goods sold by ELECTRIC SUPPLY CO., and applicant/purchaser agrees that ELECTRIC SUPPLY CO. shall not be liable for any consequential damages that may result from defective or unfit goods. The only warranties provided on goods sold are the warranties provided by the appropriate manufacturer.
12. **TITLES TO UNPAID GOODS:** Title for all goods and /or materials remain with ELECTRIC SUPPLY CO. until paid for in full by the applicant/purchaser. Should applicant/purchaser take any action under Title 11 of the United States Code, or take any other action to avoid making payment in full, applicant/purchaser agrees to promptly return any materials not paid for in full. Applicant/purchaser agrees to keep all goods and or materials fully insured until paid for in full.
13. **RISK OF LOSS:** If ELECTRIC SUPPLY CO. uses an independent carrier, then the shipment terms shall govern risk of loss. If the shipment terms are ambiguous, the contract shall be deemed a shipment contract for the purposes of determining risk of loss. If ELECTRIC SUPPLY CO. does not use an independent carrier, risk of loss of any goods and/or materials shall pass to the applicant/purchaser as soon as the said goods and/or materials are delivered to the applicant/purchaser at its place of business or any place designated by the applicant/purchaser for delivery.
14. **AUTHORIZATION TO INVESTIGATE CREDIT:** Applicant/purchaser warrants and represents that all information provided herein is true, accurate and complete. Further, applicant/purchaser authorizes ELECTRIC SUPPLY CO. its employees, agents, attorneys and representatives, to make all inquiries it deems necessary to verify the information provided above, including credit report information, with regard to each and every person or entity that is party to this transaction and the principals of the entity applying for credit. In connection with such inquiries, the applicant/purchaser hereby authorizes the release of credit information to ELECTRIC SUPPLY CO. by all credit reporting agencies, banks and creditors of the applicant/purchaser. This authorization is continuing in nature and shall remain in effect during the full terms of this agreement.
15. **SINGLE AGREEMENT:** Applicant/purchaser agrees that all goods and/or materials sold to applicant/purchaser on account constitute a single interdependent contract subject to the terms and conditions set forth herein.
16. **COMMERCIAL TRANSACTION:** Applicant/purchaser acknowledges that all goods and/or materials sold to applicant/purchaser hereunder shall be for commercial and /or business purposes only and will not be used for personal, family and/or household purposes.
17. **NOTIFICATION:** Applicant/purchaser agrees to notify ELECTRIC SUPPLY CO. of the name and address of the general contractor, name and address of the project owner, and the location of any particular project immediately upon request by ELECTRIC SUPPLY CO.
18. **MECHANICS LIEN:** Applicant/Purchaser hereby agrees to cooperate with any and all requests made by ELECTRIC SUPPLY CO. or procedures taken by ELECTRIC SUPPLY CO. in an attempt to attach and perfect a mechanics lien. Applicant/purchaser acknowledges and agrees that ELECTRIC SUPPLY CO. has no obligation to waive or subordinate any lien obtained under the mechanics lien law. Further, applicant/purchaser agrees to pay all legal fees and court costs, including but not limited to recording fees, incurred by ELECTRIC SUPPLY CO., whether reasonable or unreasonable, while attaching, perfecting and enforcing any mechanic's liens.
19. **COMMERCIAL WAIVER:** The applicant/purchaser, though its initials set forth below, acknowledges and understands that in the event of a default of any payment due for materials purchased on credit under this agreement ELECTRIC SUPPLY CO. may elect to pursue a prejudgment attachment, garnishment and/or replevin pursuant to its rights under the applicable statutes in order to attach, garnish and/or replevin property of the applicant/purchaser sufficient to satisfy an eventual judgment for collection of past due amounts. The applicant/purchaser further acknowledges that (1) this is a commercial transaction relating solely to its business and is not related in any way to the purchase of materials for personal, family and/or household purposes; (2) that it may have certain rights with regard to notice, demand, and/or hearing with regard to any such prejudgment remedy sought by ELECTRIC SUPPLY CO.; and (3) with full knowledge of such rights and in order to induce ELECTRIC SUPPLY CO. to extend it credit the applicant/purchaser hereby voluntarily waives any right to notice and hearing in connection with any prejudgment remedy sought against ELECTRIC SUPPLY CO. and agrees that ELECTRIC SUPPLY CO. may seek a prejudgment attachment, garnishment and /or replevin without providing it either notice or hearing prior to issuance of any writ of attachment, garnishment and/or replevin.

X _____
 Initials of applicant/purchaser attesting to the reading and understanding of the above waiver.

20. **WAIVER OF JURY TRIAL:** The applicant/purchaser hereby waives its right to a jury trial in any court and in any suit, action or proceeding on any matter arising in connection with or in any way related to the transaction of which the agreement is part and/or the enforcement of any of your rights and remedies.

X _____
 Initials of applicant/purchaser attesting to the reading and understanding of the above waiver.

Applicant/Purchaser acknowledges that he/she has read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE

By: _____ Title: _____
 By: _____ Title: _____

PERSONAL GUARANTY

In order to induce ELECTRIC SUPPLY CO. to extend credit to, or otherwise become a creditor of the person or business applying for credit herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, hereby unconditionally PERSONALLY GUARANTEES to pay on demand to ELECTRIC SUPPLY CO, or its authorized agents, any sums due from the applicant/purchaser to ELECTRIC SUPPLY CO., if the applicant/purchaser fails to pay such sums within thirty (30) days of invoicing or demand or if the applicant/purchaser files a petition in bankruptcy. The undersigned does also unconditionally PERSONALLY GUARANTEE payment of all reasonable cost of collection, including but not limited to, attorney's fees, court costs, and interest on the unpaid balance. The undersigned does hereby agree that a contingency fee on 33 1/3% is reasonable. The undersigned agrees that this PERSONAL GUARANTEE shall be continuing and is irrevocable, and agrees to hold harmless and indemnify ELECTRIC SUPPLY CO for all such sums that may come due. The undersigned hereby agrees to the terms contained in the Application for Credit completed on behalf of the applicant/purchaser, and consents to any modifications or renewals of the terms of credit between ELECTRIC SUPPLY CO. and the applicant/purchaser without notice to the undersigned.

This PERSONAL GUARANTY is independent of any other guaranty or rights that ELECTRIC SUPPLY CO. may have with respect to the above noted dept. The undersigned hereby waives its right to a jury trial in any court and in any suit, action or proceeding on any matter arising in connection with or in any way related to the transaction of which this PERSONAL GUARANTEE is a part and/or the enforcement of any of the undersigned rights and remedies. The undersigned hereby agrees that no setoff, counterclaim, reduction or diminution of any of the obligations of the applicant/purchaser to ELECTRIC SUPPLY CO., or any defense of any kind of nature which the applicant/purchaser has or may have against ELECTRIC SUPPLY CO., shall be available hereunder to the undersigned against ELECTRIC SUPPLY CO.

Signature: _____ Print Name: _____ SS# _____
 Signature: _____ Print Name: _____ SS# _____
 Signature: _____ Print Name: _____ SS# _____
 Signature: _____ Print Name: _____ SS# _____
 Signature: _____ Print Name: _____ SS# _____

INTERNAL USE ONLY

Sales Assignment 1. _____ 2. _____ Location _____ Outside Sales: _____
 Code: _____ MTX: _____