



ELECTRIC SUPPLY & EQUIPMENT CO.

Providing Electrical Devices, Automation Solutions and Value Added Services Since 1935

Credit Application

Return to: Attn: Accounts Receivable
Mail: P.O. Box 20308, Greensboro, NC 27420
Email: ar@ese-co.com
Fax: (336) 274-4632

REMIT TO: P.O. Box 601118, Charlotte, NC 28260-1118

Date of Application: _____

Legal Name: _____ Trade Name (DBA): _____

Physical Address: _____ Federal Tax ID # _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Main Fax: _____ Website: www. _____

Billing Address (If Different from above): _____

Rated in Dunn & Bradstreet ? (circle one) (Y / N / ?) Rating: _____ D-U-N-S # _____

Company Type: (Sole-Proprietor, Partnership, C-Corp, S- Corp, LLC, etc.) _____

Owner / Local Officer Name: _____ Title: _____

Owner / Local Officer Name: _____ Title: _____

Date Business Started: _____ Annual Sales:\$ _____ Number of Local Employees: _____

Real Estate Owned By Company Applying for Credit ? (circle one) (Y / N) Sales Tax Exempt ? (circle one) : (Y / N)
(Please Attach Tax Certificates)

What is the Main Function of the Company _____

Anticipated Monthly Purchase with ES&E? \$ _____ Credit Limit Requested:\$ _____

Local Contacts (If Providing a Standardized Summary Sheet, Please Include This Information)
Purchasing: _____ Maintenance: _____ Engineering: _____
Billing Contact Name: _____ Title: _____
How do you want to receive statements? (circle) Fax Email Mail
Fax: _____ Email: _____ (if more than one, please list)

Credit References: (Minimum of One Electrical Distributor is Required)

Supplier: _____ Phone: _____ Fax: _____ Material Type: _____

Supplier: _____ Phone: _____ Fax: _____ Material Type: _____

Supplier: _____ Phone: _____ Fax: _____ Material Type: _____

Supplier: _____ Phone: _____ Fax: _____ Material Type: _____

I agree to 30 day payment terms and a 1.5% service charge on invoices more than 15 days late.
I have read and accept ES&E standard Terms and Conditions.

Signature of Credit Applicant _____ Title _____



ELECTRIC SUPPLY & EQUIPMENT CO.

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Terms & Conditions of Sale

Electric Supply & Equipment Company is herein referred to as "The Company".

1. All products are shipped F.O.B shipping point unless otherwise specified. The risk for all damages, destruction or loss of the products shall pass to Purchaser at the shipping point. The prices quoted exclude all applicable taxes, duties, tariffs, fees, levies, penalties and other charges imposed by governmental authorities with respect to the production, sale or delivery of the products, all of which shall be paid by Purchaser.
2. Claims for shortages, losses, and apparent or concealed damages sustained in transit, shall be made by the purchaser with the carrier.
3. Shipping dates are approximate and are dependent upon prompt receipt of all necessary information to The Company from Purchaser. The Company shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts and for other causes beyond its reasonable control, and The Company shall not be liable for incidental or consequential damages arising from late delivery.
4. All equipment and supplies shall be installed by and at the expense of the Purchaser unless otherwise stipulated in writing. The Company may furnish, at its option, engineers to supervise installation of the equipment. All engineering fees charged to The Company or customarily charged by The Company and other expenses incurred shall be paid by the Purchaser. Purchaser accepts responsibility for all loss occurring during the erection of the equipment for any reason including, but not limited to, fire and disaster.
5. The parties hereto acknowledge and agree that the Purchaser will pay the entire purchase price according to The Company terms of sale as listed on each invoice and these Terms and Conditions. In the event the Purchaser defaults, The Company shall charge and collect a service charge of 1 1/2% per month of the unpaid contract price. The Company shall also be entitled to all costs of collection including courts costs and attorneys fees in the event of the default by the Purchaser.
6. No terms or conditions or purchase orders and/or contracts different from the terms of The Company will become a part of any sales agreement, purchase order, or other document(s) unless specifically approved in a separate writing by The Company.
7. The Purchaser agrees to provide The Company upon request a statement representing that the Purchaser is and remains solvent.
8. The Company will extend to the Buyer all transferable warranties made to The Company by the manufacturers or suppliers of materials. THE COMPANY MAKES AND GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, AND IT IS EXPRESSLY UNDERSTOOD THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE SPECIFICALLY EXCLUDED WITH RESPECT TO ANY AND ALL GOODS, MATERIALS OR SERVICES FURNISHED BY THE COMPANY. This general warranty policy supersedes any other warranties contained in plans for specifications on which a quotation or proposal from The Company may be based and cannot be expanded without the prior and specific written consent of The Company.
9. THE COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASES OR REPLACEMENT GOODS OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTIONS. ANY REMEDY OF PURCHASER SHALL SOLELY BE WITH RESPECT TO ANY WARRANTY EXTENDED BY THE MANUFACTURER. THE REMEDY OF THE PURCHASER SET FORTH HEREIN IS EXCLUSIVE, AND THE LIABILITY OF THE COMPANY WITH THE RESPECT TO ANY CONTRACT, OR ANY THING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE SALE, DELIVERY, RESALE, INSTALLATION OR USE OF ANY GOODS SOLD, WHETHER ARISING OUT OF ANY CONTRACT, NEGLIGENCE, STRICT TORT, OR UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.
10. It is expressly understood that the title to property shall not pass to the Purchaser but shall remain vested in and be the property of The Company, or its assigns, until the payment of the purchase price and late charge, and the performance of all the conditions and stipulations of the Application have been met. No agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by an officer of The Company. It is expressly agreed that the property shall be and remain strictly personal property and retain its character as such, no matter in what manner it may be affixed or attached to any building or structure.
11. For the purpose of enforcing The Company's rights, the Purchaser authorizes The Company to enter on the Purchaser's premises, with or without notice, and remove the property, and hereby waives any action, or rights of action, arising out of such entry and repossession.
12. Applicant agrees that venue for any legal proceeding regarding this Agreement shall be commenced and maintained exclusively in the state or federal courts in Guilford County, North Carolina, and Purchaser submits to the exclusive jurisdiction thereof.
13. When this document is confirming the Purchaser's verbal acceptance, exceptions must be communicated to The Company within 10 calendar days after the date of this notice or the quote is deemed to be accepted by the Purchaser.
14. The Company and Purchaser agree that The Company may assign all its right, title and interest in the account created hereby including, without limitation, its collection remedies and Purchaser shall attorn to such assignee.
15. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY AN OFFICER OF THE COMPANY AND THE PURCHASER AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.
16. An order may be cancelled by Purchaser only if agreed to by The Company, as determined by The Company in its sole discretion and upon payment of reasonable charges based upon expenses already incurred and commitments made by The Company in its sole discretion.

Applicant Initials: _____ , _____ , _____ , _____



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Terms & Conditions of Sale

(Continued)

Electric Supply & Equipment Company, Inc. (the "Company") makes no assurance or guaranty regarding any amount of credit or the continuation of such credit to the applicant. If the Company, in its sole discretion, provides applicant with a line of credit to facilitate purchases of product and/or other business transactions with the Company, such credit line may be amended, decreased or terminated at any time at the Company's sole discretion. If such credit is provided to the applicant, the applicant will provide to the Company any or all annual reports containing the applicant's audited consolidated financial statements for the a particular fiscal year or other applicable financial information, as requested by the Company. If the Company determines, in its sole discretion, that the credit worthiness or future performance of the applicant is impaired or unsatisfactory, the Company may (i) suspend delivery of products, (ii) require payment by wire transfer of immediately available funds prior to the scheduled shipment of the products and/or (iii) require cash, letter(s) of credit, guarantees or other security acceptable to the Company in its sole discretion. The Company may terminate any line of credit provided as a result of this application to applicant at any time.

(Name of Applicant / Company)

A) (Sign) By: _____

Print Name: _____

Title: _____

B) (Sign) By: _____

Print Name: _____

Title: _____

C) (Sign) By: _____

Print Name: _____

Title: _____

D) (Sign) By: _____

Print Name: _____

Title: _____

PERSONAL GUARANTY

TO ELECTRIC SUPPLY & EQUIPMENT COMPANY

The undersigned jointly and severely request you to extend credit to or otherwise do business with _____

**(Legal Name Of Applicant)
Hereinafter call the "Company".**

(City) (State)

To induce you to do so and in consideration thereof and of benefits to accrue to each of us therefrom, each of us as primary obligor jointly and severally unconditionally guarantees to you that the Company will fully and promptly and faithfully perform, pay and discharge all of its present and future obligations to you, irrespective of the unenforceability of the Company's obligation to you or the insufficiency, invalidity or unenforceability for whatever reason of any security therefor; and each of us jointly and severally unconditionally guarantees to pay on demand all sums due or that become due to you from the Company and all losses, costs, all reasonable attorney's fees or expenses which may suffered by you by reason of the Company's default or any of the undersigned. Each of us jointly and severally agrees to be bound by and on demand to pay to you any deficiency established by a sale, with or without notice to us, or any security held. This is an unconditional guaranty of payment and not collection. You may proceed to collect all sums that are or that become due you, or any part thereof, from the undersigned or any of them without your first exercising any of your rights against the Company or any collateral, the undersigned hereby waiving any right to require you to pursue the Company or any collateral before enforcing the obligations of the undersigned or any of the hereunder.

No termination of this Guaranty shall be effected by the death of any or all of us. You shall have the right to waive your rights against and to release any guarantor and any collateral without thereby affecting the enforceability of this guaranty against any of the undersigned not expressly released. This Guaranty may not be terminated except by notice sent to you by registered mail naming a termination date effective not less than 30 days after receipt of such notice to you. No notice of termination shall be effective as to any of us who has not given such notice; no termination shall affect indebtedness and obligations arising from agreements or arrangements made prior to an effective termination date. Each of us waives notice of acceptance hereof and waives presentment, demand, notice of dishonor, protest and nonpayment as to any note or obligation signed, accepted, endorsed or assigned to you by the Company, and all exemptions and any other demands and notices required by law. You may, without notice to us, (i) amend, alter, compromise, renew or extend any obligations of the Company and/or of its customers and/or of co-guarantors, and/or (ii) accept partial payment toward, or settle, release on terms satisfactory to you or by operation of law otherwise, compound, comprise, collect, or otherwise sell, exchange or liquidate any such obligations of the Company and/or security therefor in any amount. You may consent to the transfer of any security of its purchase at any sale, without affecting or impairing the obligation of any at us hereunder. No payment by the guarantor hereunder shall entitle the guarantor, by subrogation or otherwise, to any payment until the payment is full to you of all amounts payable by the Company to you, contingently, absolutely or otherwise. The undersigned guarantor agrees that this Guaranty shall remain in full force and effect and will not be discharged except by complete performance of all Company obligations to which this Guaranty applies.

This Guaranty shall be governed by the laws of North Carolina. Applicant (guarantor) agrees that venue for any legal proceeding to collect on this account may be brought in Guilford County, North Carolina, or at your option, in the city/county, where payment is due. All remedies available to you are cumulative and nonexclusive.

No delay on the part of you in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. No notice to or demand on the undersigned guarantor shall be deemed to be a waiver of any obligation of guarantor or of your right to take other or further action without notice or demand as provided herein. In any event, no modification or waiver of the provisions hereof shall be effective unless in writing and signed by you, nor shall any waiver be applicable except in the specific instance or matter for which given.

Any notice or consent required or permitted by this guaranty to be given to undersigned guarantor shall be in writing and shall be deemed delivered if delivered in person or if deposited in the United States mail, return receipt requested, postage prepaid and addressed to guarantor at the address indicated below.

This Guaranty shall bind our respective heirs, administrators, personal representatives, successors and assigns and shall insure to your successors and assigns, including, but not limited to any part to whom may assign any item or account. We hereby waive notice of any such assignment. All of your rights are cumulative and not alternative.

WITNESS our hands and seals, this _____ day of _____, 20__.

At _____
(City) (State)

(Guarantor's Signature) (Seal) Address _____

(Guarantor's Signature) (Seal) Address _____

(Guarantors Signature) (Seal) Address _____

(Guarantor Signature) (Seal) Address _____

WITNESS: _____