



Preferred
Home Branch _____

Date
Received _____

2001 Marina Blvd, San Leandro, CA 94577

Thank you for considering IE as a source for your electrical needs. Please tell us a little about your company to help us serve you better.

Commercial Construction
Residential Construction
Utility Rule 15 Contractor
Building Management

Solar/Renewable Energy
Lighting Retrofit
MRO

Does your company have any LBE/SBE/DBE certifications? If so, please list below.

CONFIDENTIAL CREDIT APPLICATION

BUSINESS INFORMATION									
APPLICANT NAME				TYPE OF OWNERSHIP INDIVIDUAL PARTNERSHIP LLC CORPORATION STATE					
DBA									
BUSINESS BILLING ADDRESS				BUSINESS SHIPPING ADDRESS					
CITY		STATE	ZIP	CITY		STATE	ZIP		
PHONE #	FAX #	CONTRACTORS LIC.			EMAIL				
CELL #	A/P PHONE #	A/P FAX #	BONDING AGENT NAME			BONDING AGENT PHONE #			
TYPE OF BUSINESS			YEAR EST.	NUMBER EMPLOYEES		CHARGE SALES TAX YES NO		IF "NO", COMPLETE RESALE CARD	
OWNERSHIP INFORMATION									
OWNER / OFFICER		SSN #	TITLE	HOME ADDRESS			HOME PHONE #		
CREDIT INFORMATION									
BANK / SNL		BRANCH ADDRESS			ACCOUNT #		PHONE #		
CREDIT REFERENCES									
NAME		LOCAL MATERIAL SUPPLIERS PREFERRED ADDRESS					PHONE #		
FINANCIAL INFORMATION									
ASSETS	CASH			LIABILITIES	ACCOUNTS PAYABLE				
	ACCOUNTS RECEIVABLE				NOTES PAYABLE				
	INVENTORY				TAXES PAYABLE				
	TOOLS/EQUIPMENT				MORTGAGES PAYABLE				
	VEHICLES				LONG TERM DEBT				
	REAL ESTATE				OTHER (SPECIFY)				
	OTHER (SPECIFY)				(B) TOTAL LIABILITIES				
	(A) TOTAL ASSETS				(A) - (B) NET WORTH				

GENERAL INFORMATION

ARE THERE ANY SUITS OR UNPAID JUDGEMENTS AGAINST YOU?

YES NO

HAVE YOU OR YOUR SPOUSE EVER BEEN THE SUBJECT OF BANKRUPTCY PROCEEDINGS?

YES NO

TERMS AND CONDITIONS

It is agreed between Applicant and INDEPENDENT ELECTRIC SUPPLY, INC. (hereinafter called "Company") that any sales or extensions of credit by Company to Applicant shall be subject to the below terms and conditions in addition to those contained or incorporated by reference on any invoices, and/or those Terms and Conditions of Sale posted on Company's website at <https://www.iesupply.com/r/en/policies-terms/terms-and-conditions> the date of any purchase of any goods from Company. Applicant also acknowledges concurrent receipt of Company's posted Terms and Conditions of Sale, which terms are hereby incorporated, and Applicant agrees that Applicant has read, understands and agrees to the terms stated therein. Each of these described terms and conditions shall govern all future sales of goods and extensions of credit to Applicant. Any provisions or terms in Applicant's purchase orders, invoices, or other purchase documents which are contrary or inconsistent with these terms and conditions are invalid and are superseded by these terms and conditions. These terms and conditions shall not be modified or changed in any manner except upon the written consent of the president of the Company.

1. All orders are subject to acceptance by Company at Company's sole and absolute discretion, and all prices quoted by Company are subject to change without notice, unless otherwise noted.

2. Unless otherwise stated, the cash discount indicated on each invoice may be deducted if paid in full by 10th prox. Payment terms, net 30. The limit of Applicant's general account may be increased or decreased from time to time at the sole discretion of Company. Applicant and Company agree that it would be difficult, inconvenient, and not feasible to accurately assess the loss to Company in the event of a breach or default by Applicant. Therefore, it is agreed as a condition of sale, all invoices are subject to Liquidated Damages and/or a service charge of 1½% per month on all invoices past due, and that said amount is reasonable in light of the anticipated or actual harm caused by the default or breach by Applicant.

3. A security interest is granted to secure the payment by Applicant of goods purchased from Company. Until such time as Applicant pays in full for the goods purchased under this credit application, Company shall have a security interest in such goods. Such security interest includes, but is not limited to, the right to take immediate possession of the goods and to also take any legal action in order to collect the unpaid balance in full. The security interest granted by this agreement attaches to the following goods: Electrical and control products, including switchgear, motor control, transformers, controllers, lighting products and components. The goods as described above shall include any and all goods, equipment and materials of a like nature and description, and additions, appurtenances and proceeds thereof. Applicant authorizes Company to execute and file financing statements without notice to Applicant, with all jurisdictions, as Company deems appropriate, in order to perfect, continue or protect Company's interest in the goods.

4. In the event any part of any sum owing from Applicant to Company becomes past due, or any term of credit or purchase, including maintaining any required Guaranty, has not been met as agreed, then all sums owing to Company, whether or not then due, shall thereupon become due and payable in full at the option of Company, Company shall also, at its option, have the right to discontinue any further sales or extensions of credit to Applicant. Waiver of one default shall not be deemed a waiver of any other default or breach by Applicant.

5. All transferrable warranties made to Company by the manufacturer of the goods shall be made available to Applicant. Company makes no express or implied warranties and specifically disclaims any implied warranties of merchantability or fitness for purpose. Company's liability shall be limited to either the replacement of the goods or refund of the purchase price and in no case shall Company be liable for incidental, consequential, or liquidated damages.

6. This agreement shall be deemed accepted and performed in San Mateo County, California. The parties agree that any disputes under this agreement shall be exclusively submitted to the courts of San Mateo County for decision. In the event of default under terms and conditions hereof, Prevailing Party is to be paid for costs and expenses of collection, litigation, or arbitration, including reasonable attorney's fees, court costs, and expert and consultant's fees.

7. The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit Applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

8. The undersigned officer, principal, partner, member or authorized agent or representative of Applicant is expressly authorized to enter into this agreement on behalf of the Applicant.

9. Applicant grants permission to Company to utilize any and all commercial and consumer credit reporting services as well as any bank and trade references in order to appropriately evaluate the extension of business credit and for the purpose of establishment or review of this commercial business account.

Executed this _____ day of _____, 2_____, at _____, California.

X

Signature of Principal, Officer, or Partner

Title

Home Address

(Print or type name)

Home Telephone

GUARANTY

For valuable consideration, receipt of which is hereby acknowledged by the undersigned, and in order to induce Company to extend credit to Applicant, the undersigned agree to, and do hereby, personally guarantee, jointly and severally, the prompt payment to Company of any present or future indebtedness whatsoever of Applicant to Company for goods supplied by Company to Applicant, including Liquidated Damages, interest, and costs and expenses of collection, litigation, or arbitration (including attorney's fees), whether or not Company proceeds against Applicant for the same. This Guaranty shall continue indefinitely until revoked in writing by the undersigned by registered or certified mail to Company; and thereafter, the undersigned shall not be liable for any indebtedness incurred by Applicant after the effective date of revocation.

Liability of any guarantor hereunder shall not be affected by Company granting Applicant or any other guarantor hereunder any renewal or extension of credit, any alteration or compromise in the terms or amount of payment or indebtedness, or the like. Guarantor agrees that the liability hereunder shall be immediate, direct, and primary obligation of guarantor and shall not be contingent upon Company's exercise or enforcement of any remedy it may have against Applicant

Executed this _____ day of _____, 2_____, at _____, California.

X

Signature

Name

Address

Telephone

(Print or type name)

X

Signature

Name

Address

Telephone

(Print or type name)