



| OneSource Use Only | |
|--------------------|--|
| Segment | |
| Sel. Code | |
| ISR | |
| FSR | |
| Branch | |

CREDIT APPLICATION FOR A BUSINESS ACCOUNT
☐ Existing Customer

☐ New Customer
All pages must be completed and emailed to: credit@1sourcedist.com**BUSINESS INFORMATION**

| | | | |
|--|--|---|--|
| Legal Business Name: | | Date Business Commenced: _____ | Number of Employees: _____ |
| DBA Name(s): | | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Corporation |
| Primary Phone: | | <input type="checkbox"/> Partnership | <input type="checkbox"/> LLC |
| E-mail for Invoices: | | D&B (Duns) Number: | |
| Address for Billing: | | Federal Tax ID Number: | |
| City, State & Zip Code: | | *Your Contact at OneSource: | |
| Street Address (Shipping): | | Amount of Credit Requested: | \$ |
| City, State & Zip Code: | | Contractor's License Number: | |
| *LBE/SBE/DBE/DVBE Certification(s): | | <input type="checkbox"/> Taxable or <input type="checkbox"/> Resale | *Resale Cert. No.: |
| OFFICERS' OR PRINCIPALS' INFORMATION | CEO/President (or Partner #1/Sole Proprietor) | CFO (or Partner #2) | Portal Billing |
| Officer's or Principal's Name: | | | Portal Name: |
| Officer's or Principal's Residence Street Address: | | | Type of Integration (EDI, cXML, Email): |
| City, State & Zip Code: | | | IT Email: |
| Officer's or Principal's Social Security No.: | | | Portal URL: |
| Officer's or Principal's Email: | | | OSD Web or Portal Access? |
| Purchasing Contact Name: | | Accounts Payable Name: | |
| Purchasing Contact Phone: | | Accounts Payable Phone: | |
| Purchasing Contact Email: | | Accounts Payable Email: | |

BUSINESS/TRADE REFERENCES/SUPPLIERS (with whom you have a line of credit)

| | | | |
|-------------------------|---|-------------------------------|----|
| Company Name: | | Phone: | |
| Address: | | Fax: | |
| City, State & Zip Code: | | E-mail: | |
| Company Name: | | Phone: | |
| Address: | | Fax: | |
| City, State Zip Code: | | E-mail: | |
| Bank Name: | | Phone: | |
| Address: | | Fax: | |
| City, State Zip Code: | | Unsecured Credit Line Amount: | \$ |
| Type of Account: | <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other | Account Number: | |

Are there any lawsuits or unpaid judgments against the Buyer? Indicate "yes" or "no": _____.

Has Buyer ever filed for bankruptcy protection? Indicate "yes" or "no": _____. If "yes", add State of filing and year _____.

Line of Business: Commercial Construction Residential Construction Public Works Construction Federal Projects

 Building Management Solar/Renewable Energy Lighting Retrofit MRO

***If applicable, please attach the supporting documents, ex. State Resale Certificate & DBE Certification.**

AGREEMENT FOR CREDIT PURCHASES ("Agreement")

Sales to Buyer by OneSource Distributors, LLC ("OneSource") shall be governed by the terms of this Agreement. Payment is due Net 30 Days (N30D) after invoice date. Invoices for goods and services purchased on credit are subject to a monthly service charge of 1.5% if payment is not received by OneSource by the 30th day from the invoice date. Payments made by Credit Card shall be subject to a 2% surcharge on the value of the amount paid. "Credit Card" as used herein includes all types of cards including credit cards, debit cards, and all other bank and financial institute issued cards. Any discount terms shown on an invoice are void if payment is made by Credit Card. Any additional, different or contrary terms in Buyer's purchase order, order form, or contract ("Order") are deemed to be material alterations and notice of objection to them and rejection of them is hereby deemed given, and no such terms or conditions shall become part of any agreement for the sale of goods or services by OneSource to Buyer unless expressly agreed to in writing by OneSource by its Credit Director or other duly authorized manager or officer, and acceptance of an Order, performance under the Order, or signing an acknowledgement for an Order shall not be deemed an acceptance of any such terms and conditions of an Order, nor a waiver of OneSource's rights under this Agreement. All Orders are subject to acceptance by OneSource at OneSource's sole and absolute discretion, and all prices quoted by OneSource are subject to change without notice, unless otherwise expressly stated in writing. Buyer agrees that OneSource may apply any payment from Buyer to any invoices with an open balance, including the oldest invoice, regardless of any markings or memos accompanying Buyer's payment. Buyer acknowledges that the funds received related to any project for which OneSource furnished goods and services are construction trust funds expressly earmarked and to be kept in trust for the payment to OneSource for such goods and services, and Buyer holds such funds as a fiduciary to OneSource. The limit of Buyer's open account may be increased or decreased from time to time at the sole discretion of OneSource. Upon request, Buyer shall provide yearly financial statements to OneSource. Buyer irrevocably grants OneSource the right 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. If business credit is denied, Buyer has a right to request a written statement of specific reasons for denial. 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. OneSource does not discriminate with respect to race, color, religion, religious creed, national origin, ancestry, citizenship, sex, gender, gender identity, sexual orientation, veteran and/or military status. Buyer hereby grants a security interest to OneSource (with the right to file a UCC Financing Statement) to secure the payment by Buyer for all goods and services provided by OneSource until such time as Buyer pays in full for all such goods and services. The security interest granted by Buyer to OneSource attaches to the following as collateral (whether now owned or hereafter acquired), securing all present and future payment obligations of Buyer ("Collateral"): all accounts, accounts receivables, cash, checks, money orders, contract rights, instruments, documents, chattel paper, deposit accounts (including special and general); tax refunds, general intangibles (including without limitation trademarks, tradenames, patents, copyrights and all other forms of intellectual property); all personal property, including without limitation investment property, electrical products, equipment, control products, switchgear, transformers, solar panels, wire & conduit, tools, electrical and safety supplies, vehicles; returned and repossessed personal property; inventory wherever located, including inventory returned by Buyer to its suppliers; all present and future claims against any supplier to Buyer, including warranty claims, claims for defective goods, or claims for overpayments to or under- shipments by suppliers; fixtures (whether or not installed, trade or otherwise and regardless of source); all leasehold improvements, equipment; all rights as a seller of goods; and all cash, non-cash consideration, revenues, and proceeds (and proceeds of proceeds) related to or arising out any of the foregoing, in whatever form. Such security interest includes without limitation the right to take immediately possession of the Collateral without legal action and to also take any legal action in order to collect the unpaid balance in full. Buyer shall be responsible for all attorney fees, costs, fees and expenses incurred by OneSource to collect the debt or repossess the goods. This Agreement shall also inure to the benefit of OneSource's successors and assigns. The terms of this Agreement shall be binding on Buyer and its successors and assigns, and shall apply in the event of the incorporation, merger, reorganization or sale of the Buyer and to any entity under partial or full common ownership with Buyer. If any part or provision of this Agreement is held by a court of law in a competent jurisdiction to be unenforceable for any reason, then such part or provision shall be reformed to the extent possible to provide the intent of the parties and the remaining provisions shall remain valid and in effect. No item will be accepted for return without prior approval and all returns are subject to a restocking charge if approved with return freight and risk of loss borne by Buyer. All non-stock, specialty, or customized orders shall be deemed as PURCHASED for the purposes of this agreement upon verbal or written authorization or order from Buyer for order placement to Seller's internal/external vendors. Buyer shall pay a storage charge of 1½ % per month of the total invoice cost on all non-stock, specialty or customized goods not taken possession of within 30 days of notice that such items are available for pickup or shipment. Buyer shall pay all costs of collection including actual attorney fees and costs whether or not litigation is commenced. OneSource, at its sole discretion shall have the right of recoupment for any credits or refunds. California Law shall govern any business relationship with OneSource Distributors, LLC. Buyer irrevocably submits to the jurisdiction of the state and federal courts located in San Diego, California for any action or proceeding regarding this Agreement. In addition to the terms listed herein, OneSource's Standard Terms and Conditions of Sale (as amended from time to time) are incorporated herein as if set forth in their entirety and apply to all sales to and other transactions with Buyer, a copy of which is available upon request or may be found at <https://www.1sourcedist.com/about/terms>. Additional or conflicting terms are rejected, void, and of no force or effect.

Any individual signing this Agreement on behalf of any corporation, limited liability company, trust, partnership, limited partnership, joint venture, estate, district, or other person or legal entity warrants and represents that he or she has the authority to do so. Electronic signatures and signatures transmitted by facsimile or via other electronic means including without limitation email shall be given the full force and effect as if original.

Date: _____

Name of Company: _____

Print Name of Person Signing: _____

Print Title of Person Signing: _____

Signature: _____

Email of Person Signing: _____

PERSONAL CONTINUING GUARANTY

In consideration of and as an inducement for OneSource Distributors, LLC, and/or its affiliates/subsidiaries/successor/assigns selling various products and/or services to the Buyer, I (we) the undersigned Guarantor(s) irrevocably, unconditionally, jointly and severally guarantee and hold myself (ourselves) personally liable to OneSource for the performance by Buyer of its obligations under the AGREEMENT FOR CREDIT PURCHASES ("Agreement") set forth above (or any other agreement between OneSource and Buyer), including the use of construction funds, and payment, when due, of all sums that may, for any reason or purpose, be due or become due to OneSource from Buyer for various goods and/or services, whether evidenced by open account, promissory note or any other form of indebtedness, and regardless of the credit limit or credit line allowed by OneSource for Buyer and whether or not such credit is secured, unsecured, or allowed for a job account. Each Guarantor hereby waives notice of acceptance hereof of amount of sales, date of shipment or delivery, default in payment, protest or notice of protest or any notice or any other evidences of indebtedness and notice of non-payment thereof. Each Guarantor further waives all requirements of legal proceedings that could have been taken against Buyer. Upon demand from OneSource, each Guarantor is obligated to pay immediately any and all sums due or to become due in the event Buyer does not pay per the terms of this Agreement or any other agreement between OneSource and Buyer. Should collection activities be instituted against Buyer or a Guarantor, each Guarantor shall be liable to pay any and all services charges, penalties, and interest on any overdue payments, plus all expenses, fees and costs of collection, including without limitation actual attorney fees and costs whether or not litigation is commenced. Any release from Buyer from its obligation shall not release a Guarantor except to the extent of payment received by OneSource from Buyer in consideration for the release. In addition to the terms listed herein, the above Agreement shall apply to the undersigned Guarantor(s).

Each Guarantor hereby grants OneSource a security interest and right to file a UCC Financing Statement to secure the personal continuing guaranty provided by such Guarantor herein, which shall remain in place until such time as such Guarantor revokes this personal continuing guaranty as provided herein and all obligations of Guarantor under this personal guaranty are satisfied in full. The security interest granted by this personal guaranty attaches to the following as collateral (whether now owned or hereafter acquired), securing all present and future obligations of Buyer and such Guarantor to OneSource ("Collateral"): all accounts, accounts receivables, cash, checks, money orders, contract rights, instruments, documents, chattel paper, deposit accounts (including special and general); tax refunds, general intangibles (including without limitation trademarks, trade names, patents, copyrights and all other forms of intellectual property); all personal property, including without limitation investment property, electrical products, equipment, control products, switchgear, transformers, solar panels, wire & conduit, tools, electrical and safety supplies, vehicles; returned and repossessed personal property; inventory wherever located; fixtures (whether or not installed, trade or otherwise and regardless of source); all leasehold improvements; all rights as a seller of goods; and all cash, non-cash consideration, revenues, and proceeds (and proceeds of proceeds) related to or arising out any of the foregoing, in whatever form.

Each Guarantor's obligations hereunder are independent of the obligations of Buyer and any other Guarantor, and a separate action or actions or proceedings may be brought and prosecuted against each Guarantor whether or not an action or proceeding is brought against Buyer or any other Guarantor, or whether Buyer or the other Guarantor(s) be joined in any such action or proceeding. Each Guarantor waives any right to require OneSource to proceed against or exhaust any security held from Buyer or pursue any other remedy in OneSource's power whatsoever. Each Guarantor waives any and all benefits and defenses of California Civil Code and California Code of Civil Procedure that may apply to guarantors or sureties, including without limitation California Civil Code Sections 2809, 2810, 2819, 2845, 2847, 2848, 2849 (provided, that it is understood that after payment in full of all of the amounts that Buyer owes to OneSource, each Guarantor shall be entitled to be subrogated to the rights of OneSource), 2850, 2899 and 3433 and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, to the extent they are applicable. Each Guarantor waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof, to the extent permitted by law. A Guarantor's liability under this personal continuing guaranty is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of any agreements of Buyer. If a Guarantor elects to revoke this personal continuing guaranty, such Guarantor may only do so by mailing a written notice of revocation to OneSource via certified mail with return receipt requested, which must be signed to confirm delivery to OneSource, at OneSource's address listed below, or such other place as OneSource may designate in writing. Written revocation of this personal guaranty will apply only to new indebtedness created after actual receipt by OneSource of Guarantor's written revocation. The address to which the written revocation must be sent is: Credit Department, OneSource Distributors, LLC, 3951 Oceanic Drive, Oceanside CA 92056.

This personal continuing guaranty shall also inure to the benefit of OneSource's successors and assigns. The terms of this personal continuing guaranty shall be binding on each Guarantor and their successors and assigns, and shall apply in the event of the incorporation, merger, reorganization or sale of the Buyer and to any entity under partial or full common ownership with Buyer. If any part or provision of this personal continuing guaranty is held by a court of law in a competent jurisdiction to be unenforceable for any reason, then such part or provision shall be reformed to the extent possible to provide the intent of the parties and the remaining provisions shall remain valid and in effect. Electronic signatures and signatures transmitted by facsimile or via other electronic means including without limitation email shall be given the full force and effect as if original. This personal continuing guaranty is effective regardless of whether or not it is attached to Buyer's CREDIT APPLICATION FOR A BUSINESS ACCOUNT or AGREEMENT FOR CREDIT PURCHASES. Each Guarantor understands this personal continuing guaranty and intends to be legally bound by it and have shown this intent by signing this personal continuing guaranty on the date below written.

 Print name of Guarantor

 Social Security Number

 Print name of Guarantor

 Social Security Number

 Signature – minus title

 Date

 Signature – minus title

 Date

Cell Phone: _____ Email: _____

Cell Phone: _____ Email: _____

 Residential Address of Guarantor:

 Residential Address of Guarantor:

