

# CREDIT APPLICATION / BILLING INSTRUCTION AND CONTINUING PERSONAL GUARANTY



Exact Business Name (Purchaser) \_\_\_\_\_  
Street Address \_\_\_\_\_ City, State and Zip Code \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City, State and Zip Code \_\_\_\_\_  
Email Address, Mobile, Other Contact Number \_\_\_\_\_ County \_\_\_\_\_  
Business Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_ Fax Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_  
☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Non-Profit Org. ☐ Ltd. Liability Company  
State License # \_\_\_\_\_ Date This Business Commenced \_\_\_\_\_  
Occupational License # \_\_\_\_\_  
Type Of Business \_\_\_\_\_  
Business Property is: ☐ Leased, From Whom \_\_\_\_\_ ☐ Owned, By Whom \_\_\_\_\_

## OFFICERS OR MANAGERS (check if also an Owner)

Name \_\_\_\_\_ ☐ Owner Title \_\_\_\_\_ Social Security # \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Phone ( \_\_\_\_\_ ) \_\_\_\_\_  
Name \_\_\_\_\_ ☐ Owner Title \_\_\_\_\_ Social Security # \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Phone ( \_\_\_\_\_ ) \_\_\_\_\_  
Name \_\_\_\_\_ ☐ Owner Title \_\_\_\_\_ Social Security # \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Phone ( \_\_\_\_\_ ) \_\_\_\_\_  
List Any Other Current Business Names \_\_\_\_\_

If any of the principals were in business before, please provide business name, location, date, and list the reason for discontinuing:

If any of the principals were involved in bankruptcy proceedings, please provide name (personal or business), location, date and bankruptcy type:

## TRADE REFERENCES

List Suppliers where you have an Active Account:

Name	City, State	Account Number	Telephone
_____	_____	_____	( _____ ) _____
_____	_____	_____	( _____ ) _____
_____	_____	_____	( _____ ) _____
_____	_____	_____	( _____ ) _____

## BANK REFERENCES

Name	City, State	Account Number	Telephone
_____	_____	_____	( _____ ) _____
_____	_____	_____	( _____ ) _____

The undersigned certifies the above information to be true and correct, that it is submitted for the purpose of obtaining credit and agrees to the Terms and Conditions of Sale of Seller on page 2 and any changes to those terms which may occur in the future all of which are herein incorporated by reference. The undersigned further authorizes Seller to request and receive credit reports from credit bureaus and other credit service organizations regarding the undersigned's personal credit for the purpose of investigating the Purchaser's business and its eligibility for business credit. The undersigned consents to an investigation into the creditworthiness of the Purchaser.

**PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT**

Authorized Signature of Purchaser \_\_\_\_\_  
By: (Print or Type) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### SELLER'S USE ONLY

Branch Manager \_\_\_\_\_  
Sales Representative \_\_\_\_\_  
Sales Representative ID # \_\_\_\_\_  
Branch Name & Number \_\_\_\_\_  
Rev 11/2004 \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall mean World Electric Supply, Inc. and also include each division or other entity related to Sonepar Distribution US, Inc. whether or not specifically identified herein, including but not limited to World Electric Supply, Inc.

All sales made by Seller are subject to these Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Seller's terms and conditions are subject to change upon written notice and all future sales and extension of credit are at the sole discretion of the Seller.

Prices in quotation made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions, when made, are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are subject to causes beyond Seller's control, including, but not limited to, governmental action, strikes, or other labour troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's direct and immediate control.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods. All warranty claims shall be made directly to the manufacturer in accordance with the manufacturer's warranty. Purchaser shall indemnify and hold Seller harmless from any and all claims, actions, costs, losses, damages, liabilities, and other expenses, including reasonable attorney's fees, resulting from death, bodily injury, property damage or other claims including those of third parties, relating to or arising from Purchaser's negligence, actions or omissions with respect to any goods sold by Seller or any failure of Purchaser to install, service or maintain the goods in accordance with manufacturer's specifications and in a commercially reasonable fashion.

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF A CREDIT OR REPLACEMENT. PURCHASER, IN ADDITION TO COMPLYING WITH THE MANUFACTURER'S WARRANTY, MUST GIVE SELLER WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

No credit for goods returned by Purchaser shall be given without Seller's prior written authorization. All returns are subject to a restocking charge of not less than 25%. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller's responsibility ceases upon issuance of Bill of Lading. Seller shall not be liable to Purchaser for goods that are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Special order or specially fabricated items are considered billable at time of order and are non-returnable. All material shall be shipped/delivered uninsured unless stated otherwise. Any change in quantities or destination may result in a price adjustment by Seller. It is Purchaser's sole responsibility to assure that Seller's goods will be accepted on any specific job.

Seller assumes no responsibility whatsoever for the interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated, payment terms are 10th prox. Payment is due in the form of cash, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. Purchaser agrees to pay Seller on past due accounts a monthly interest charge equal to 1.5% per month (18% per year) or the maximum interest charge permitted to be charged by the law governing the account between Purchaser and Seller, whichever is greater. The interest rate stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. All payments shall be applied to late fees first, interest second, and principal last.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorney's and paralegal fees, incurred pre-suit, during suit, through trial, after suit, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Seller may assign any cause of action that Seller may have against Purchaser to World Electric Supply, Inc. or any affiliate thereof and Purchaser hereby consents to any such assignment. To the extent Seller agrees to release a lien or waive bond rights, this does not constitute a waiver or release of Seller's rights or claims in contract, tort or equity. All releases are expressly contingent upon receipt of good funds in-hand-paid to Seller and subject to final collection.

Purchaser waives any and all privileges and rights that Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought as a result of the account or business relationship between Purchaser and Seller shall be brought in the venue of the state where monies are due to Seller or, at the election of the Seller, where Purchaser is located, including, but not limited to Orange, Dade, Broward, and Brevard counties, Florida.

If Purchaser fails to comply with these Terms and Conditions of Sale or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

## CONTINUING PERSONAL GUARANTY

Customer Name: \_\_\_\_\_

TO: **World Electric Supply, Inc.** and their related divisions, affiliates, tradenames and fictitious names including, but not limited to, **Sonepar Distribution Us, Inc. and Richard Electric Supply, Inc.** (all collectively referred to herein as "Seller")

Please sell and deliver to Purchaser: (Name of Company) \_\_\_\_\_ or its representatives, pursuant to the Terms and Conditions of Sale contained on page 2 of the credit application incorporated herein by reference and made a part hereof, such merchandise as they or their representatives may order or select, and in consideration thereof the undersigned ("Guarantor(s)", which shall include Guarantor, if only one, and Guarantors, if more than one) hereby fully guarantee and agree that the Guarantor(s) shall be personally responsible, jointly and severally for the payment whether by open account acceptance, note or otherwise, together with all other damages and costs for which Purchaser may be obligated to Seller, including all costs and expenses of collection, suit, or other legal action, including all actual attorney's and paralegal fees incurred pre-suit through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. The Guarantor(s) hereby waive notice of acceptance hereof, amounts of sale, dates of shipments or deliveries, notice of default in payment and legal proceedings against Purchaser. Guarantor(s) acknowledge that the Guaranty is a condition for extending commercial credit to Purchaser. The interest rate applicable to the Purchaser's account shall continue to accrue after Seller obtains a judgment against Guarantors. This is intended to be, and shall be construed to be, an absolute, unconditional, present and continuing guaranty of payment and not of collectability and is no manner conditional or contingent upon any attempt to collect from Purchaser or upon any other condition or contingency. It shall apply to all sales made by Seller to Purchaser, and shall not be revoked by: (1) the death of a Guarantor(s); (2) the sale or transfer of Purchaser subsequent to the execution of this Guaranty; or (3) the departure, resignation and/or disassociation for any reason, of Guarantor(s) from Purchaser. Any termination of this guaranty shall not affect any pending transactions between Purchaser and Seller or any obligations incurred by Purchaser to Seller prior to Seller's receipt of such termination of Guaranty. This Guaranty shall remain in full force and effect until the Guarantor(s) shall have given notice in writing to Seller to make no further advances on the security of this Guaranty, and until such notice shall have been received by an authorized agent of Seller. Unless Seller agrees in writing otherwise, this Guaranty shall extend to the transactions between Seller and Purchaser, as well as any successor or related business entities or to any other business entity in which the undersigned owns or holds an interest. Guarantor(s) agree to notify Seller in writing of any changes in the form of the Purchaser's business or ownership of Purchaser's business within five days of such change, otherwise this Guaranty shall extend to Purchaser, and any successor companies, individuals or assignees, or related entities, as a condition of maintaining an open account with Seller. The obligation of the Guarantor(s), where more than one, shall be joint and several, and the death, discontinuance or discharge for any reason as to one or more of the undersigned shall not operate as a discontinuance or discharge as to any of the others. The guaranty shall be governed by the Laws of Florida and venue shall be in a court of competent jurisdiction where monies are owed to Seller or at the election of Seller, where the Guarantor is located. It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be unlimited. The undersigned consents to an investigation into the creditworthiness of the Guarantor(s). Guarantor shall be liable to Seller for all incurred costs and attorneys' fees to enforce this Guaranty.

IN WITNESS WHEREOF, the undersigned hereby execute(s) the Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**DO NOT USE CORPORATE OR BUSINESS TITLES AS THEY ARE INAPPLICABLE**

\_\_\_\_\_  
Guarantors Signature (Individually) Name (Please Print) \_\_\_\_\_  
Social Security # \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Personally known \_\_\_\_\_ or produced \_\_\_\_\_ (type of identification)  
\_\_\_\_\_, State of \_\_\_\_\_  
Signature of Notary Public, Print, Type or Stamp Commissioned name of Notary Public.

\_\_\_\_\_  
Guarantors Signature (Individually) Name (Please Print) \_\_\_\_\_  
Social Security # \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Personally known \_\_\_\_\_ or produced \_\_\_\_\_ (type of identification)  
\_\_\_\_\_, State of \_\_\_\_\_  
Signature of Notary Public, Print, Type or Stamp Commissioned name of Notary Public.

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Personally known \_\_\_\_\_ or produced \_\_\_\_\_ (type of identification)  
\_\_\_\_\_, State of \_\_\_\_\_  
Signature of Notary Public, Print, Type or Stamp Commissioned name of Notary Public.

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Guarantors Signature (Individually) Name (Please Print) \_\_\_\_\_  
Social Security # \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Personally known \_\_\_\_\_ or produced \_\_\_\_\_ (type of identification)  
\_\_\_\_\_, State of \_\_\_\_\_  
Signature of Notary Public, Print, Type or Stamp Commissioned name of Notary Public.