



COOPER ELECTRIC
CONTRACTOR CREDIT APPLICATION
TERMS & CONDITIONS AND CONTINUING PERSONAL GUARANTEE

1 Matrix Drive • Monroe, NJ 08831 • Phone: 732-945-1244 • Fax: 609-860-1577

Business Name(Purchaser) _____

Address _____ City _____ State _____ Zip Code _____

Billing Address _____ City _____ State _____ Zip Code _____

Email Address _____ County _____

Business Phone _____ Business Fax _____ Cell Phone _____

☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Ltd. Liability Company ☐ Other

Type of Business _____ Date This Business Commenced _____

PLEASE Indicate Primary Cooper Branch Location For Intended Day-to-day Business _____

INVOICES WILL BE EMAILED. PLEASE PROVIDE THE FOLLOWING EMAIL ADDRESSES:

Accounts Payable Email _____ Purchasing/Sales Email _____

PRINCIPALS, OWNERS, PARTNERS, AND/OR OFFICERS:

Name _____ Title _____ Social Security# _____

Home Address _____ Home Phone _____

Name _____ Title _____ Social Security# _____

Home Address _____ Home Phone _____

Email Address _____ Email Address _____

List Any Other Business Names, Trade Names or Affiliated Names _____

AUTHORIZED BUYERS LIST - (associates within your organization whom you authorize to purchase on your account):

Name _____ Name _____ Name _____

TRADE REFERENCES

| COMPANY NAME | CITY, STATE | ACCOUNT NUMBER | PHONE | EMAIL |
|--------------|-------------|----------------|-------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

BANK REFERENCES - [†]Account number must be provided to obtain information from your bank.

| BANK NAME | CITY, STATE | ACCOUNT NUMBER [†] | PHONE | EMAIL |
|-----------|-------------|-----------------------------|-------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT

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 3 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 and/or business credit for the purpose of investigating the Purchaser's business and its eligibility for commercial credit. The undersigned consents to an investigation into the creditworthiness of the Purchaser, and of any personal guarantor of Purchaser.

X _____
AUTHORIZED SIGNATURE (REQUIRED) – MUST BE: PRINCIPAL / OWNER / CEO / OFFICER TITLE DATE

X _____
SIGNATURE OF NOTARY PUBLIC DATE AUTHORIZED PURCHASER DATE

CONTINUING PERSONAL GUARANTEE

Customer Name: _____

Please sell and deliver to Purchaser: (NAME OF COMPANY) _____ or its representatives, pursuant to the Terms and Conditions of Sale contained on page 3 of the credit application incorporated herein by reference are 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 (1)) 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, but not limited to, 30% legal fees which guarantor(s) are also obligated to pay as damages to seller in the event the delinquent account is turned over to attorney for collection. 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 guarantee 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, a Continuing Personal guarantee ("guarantee") applying 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 guarantee; or (3) the departure, resignation and/or disassociation for any reason, of guarantor(s) from Purchaser. This guarantee 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 guarantee, and until such notice shall have been received by an authorized agent of Seller. The revocation of the guarantee is only effective for purchases made after receipt by the Seller of the written revocation. unless Seller agrees in writing otherwise, this guarantee 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 guarantee 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.

It is understood and agreed that the guarantor(s) liability under this guarantee shall be unlimited.

The undersigned consents to an investigation into the creditworthiness of the guarantor(s).

IN WITNESS WHEREOF, the undersigned hereby execute(s) the this _____ day of _____, 20 _____

DO NOT USE CORPORATE OR BUSINESS TITLES AS THEY ARE INAPPLICABLE

| | | |
|---|------------------------------|----------------------------|
| _____ GUARANTOR'S SIGNATURE (INDIVIDUALLY) | _____ NAME (PLEASE PRINT) | _____ SOCIAL SECURITY # |
|---|------------------------------|----------------------------|

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____ or produced _____
TYPE OF IDENTIFICATION

| | |
|-------------------------------------|--|
| _____ SIGNATURE OF NOTARY PUBLIC | _____ PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC |
|-------------------------------------|--|

| | | |
|---|------------------------------|---------------------------|
| _____ GUARANTOR'S SIGNATURE (INDIVIDUALLY) | _____ NAME (PLEASE PRINT) | _____ SOCIAL SECURITY# |
|---|------------------------------|---------------------------|

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____ or produced _____
TYPE OF IDENTIFICATION

| | |
|-------------------------------------|--|
| _____ SIGNATURE OF NOTARY PUBLIC | _____ PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC |
|-------------------------------------|--|

TERMS AND CONDITIONS OF SALE

All sales made by Seller are subject to the 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 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 contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, inability to obtain materials, fuels, or supplies, acts of god, or any other cause whatsoever beyond Seller's 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 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 the stature, for break of warranty or for negligence, are expressly limited to the giving of credit or replacement of materials. Purchaser 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 of materials 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 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 written authorization. All returns are subject to a restocking charge. 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 items are considered billable at time of order and are non-returnable.

Any change in quantities or destination may result in a price adjustment by Seller.

Seller assumes no responsibility whatsoever for Seller's 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.

Our standard cash discount for all stock items will follow the terms of the manufacturer and is extended only for payment on or before the 10th day of the month following that month in which the purchase is made. Payments not made by the 10th of the month will be Net on the 25th of the month following that month in which the purchase is made. A monthly service charge (up to the maximum allowable by law) will be added to all invoices past due 30 days or more to cover the expense of carrying costs and additional costs.

Purchaser agrees that the Seller is entitled to 30% attorney fees in the event that the delinquent account is turned over to attorneys for collection. The Purchaser also agrees to pay the highest interest rate allowed by law, but not exceeding 24% per annum.

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 Cooper Electric Supply 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.

Cooper Electric or an authorized representative has my authorization to contact any references given here.

Customer is required to inform Cooper Electric of any change to the authorized buyers list.