



CODALE ELECTRIC SUPPLY INC
 5225 West 2400 South
 Salt Lake City, UT 84120
 Remittance: Codale Electric
 P.O. Box 740525
 Los Angeles, CA 90074-0525
 Phone (801) 975-7300
 Toll-Free (800) 300-6634
 Sales Fax (801) 975-8833
 Credit Fax (801) 977-9021
 credit@codale.com

CREDIT APPLICATION

| | | | | |
|--|-------|---|---|----------|
| CUSTOMER NAME (Company Name) | | | Date of Application | |
| Name of Representative Submitting Application on behalf of Customer: | | Title of Representative Submitting Application on behalf of Customer: | | |
| Physical Address | | Billing Address | | |
| City | State | Zip | City | State |
| Business Phone (not cell) () | | Business Fax () | Business Email | |
| Type of Entity | | Year Established | Tax Exempt No. <small>Please Include Certificate</small> | Fed. ID# |
| Bonding Agent | | Contractor's License Number | Business License Number | |

| | | | | |
|---------------------|----------------|---------------------|--|--|
| Officers of Company | | | | |
| President | Phone () | Cell Phone () | | |
| Vice President | Phone () | Cell Phone () | | |
| Secretary | Phone () | Cell Phone () | | |

| | | | | |
|--------------------------|----------------|--------------|--|--|
| Accounts Payable Contact | Phone () | Fax () | | |
|--------------------------|----------------|--------------|--|--|

| | | | | |
|----------------|--------|---------|---------------------------------|--|
| Bank Reference | | | | |
| Name | Branch | Officer | Checking _____ Savings _____ | |

| | | |
|-------------------------|---------|---------------------------------------|
| Trade/Credit References | | |
| Company Name | Contact | Fax Number () () () |

Do you require a Purchase Order on your invoices? YES NO

Has the owner ever filed bankruptcy? _____

Have any tax liens been filed against the company? _____

Is the owner a signer on any other financial obligation? _____

CREDIT AGREEMENT

As valuable and sufficient consideration for CODALE ELECTRIC SUPPLY INC. processing the Credit Agreement and potentially opening a credit account in favor of the undersigned CUSTOMER, the CUSTOMER agrees to the following terms and conditions:

CUSTOMER agrees that the terms and conditions stated herein govern all of CUSTOMER's business relationship with CODALE ELECTRIC SUPPLY INC, whether such relationship commenced before or after execution of this agreement, including without limitation CUSTOMER's purchases of any goods and services from CODALE ELECTRIC SUPPLY INC under a purchase order, telephone order, supply agreement, in-store purchase, cash or credit-card purchase, or otherwise. The terms of this agreement are effective immediately upon execution by CUSTOMER, regardless of whether any purchase on credit has yet occurred or whether any purchase order has yet been issued.

The CUSTOMER agrees to promptly pay all amounts due and owing which may hereafter become due and owing to CODALE ELECTRIC SUPPLY INC., for work done and material supplied at CUSTOMER'S request, and these amounts are due and owing on the 25th day of the month following the date of statement. CUSTOMER agrees that a service charge of 1 1/2% per month, compounded monthly, shall accrue on any account balance not paid by the 25th day of the month following the date of statement, which interest shall continue to accrue until paid in full, both before and after judgment. CUSTOMER agrees that all payments are to be made at CODALE ELECTRIC SUPPLY INC's office at 5225 W 2400 S, SLC, UT 84120. CUSTOMER agrees that failure to object to an invoice, in writing, within thirty (30) days from the date of the invoice shall constitute a waiver of any and all defenses to payment of the amounts reflected on the invoice, including interest charges, and that such amounts shall constitute an account stated against CUSTOMER. CUSTOMER agrees that in the event CUSTOMER does not accompany its payment(s) with an express remittance advice directing specific application of its payment(s) to a certain invoice(s), that CODALE ELECTRIC SUPPLY INC may apply the CUSTOMER's payment(s) to any unpaid invoice then due and owing.

CUSTOMER agrees that it is principally responsible for payment for work and material ordered on its account with CODALE ELECTRIC SUPPLY INC, NOTWITHSTANDING any condition, disclaimer, waiver or other language of similar import, appearing in any invoice, receipt purchase order, request or other oral or written communication, the language or which purports to relieve the CUSTOMER in whole or in part, now or in the future, of its responsibility for payment upon the basis that CUSTOMER is acting in an agency or other capacity for any principal other than the CUSTOMER. Unless prior written consent from CODALE ELECTRIC SUPPLY INC; is obtained, CUSTOMER bears the sole and exclusive responsibility for payment of its account regardless of whether it acts as agent for another in placing the order. This document is the sole agreement and the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This agreement cannot be changed except by written agreement signed by both parties. Failure of CODALE ELECTRIC SUPPLY INC to insist upon strict performance of this agreement at any time shall not constitute a waiver of strict performance at any other time.

CUSTOMER WAIVES demand, presentment of payment, notice of protest or diligence. CUSTOMER agrees that the laws of the state of Utah shall govern this agreement. CUSTOMER agrees that the signing of this agreement and making any purchases from CODALE ELECTRIC SUPPLY INC constitutes doing business in the state of Utah and that CUSTOMER consents to the jurisdiction of the state and federal courts in Utah. CUSTOMER agrees that the venue to resolve any and all disputes with CODALE ELECTRIC SUPPLY INC shall exclusively lie in the state or federal courts situated in Salt Lake County, Utah. CUSTOMER agrees that in the event of any legal action brought by or against CODALE ELECTRIC SUPPLY INC, the non-prevailing party shall pay to the prevailing party all costs and expenses incurred in connection with such action, including but not limited to attorney's fees (whether hourly or contingent), lien fees, court costs and any other costs of litigation or collection proceedings (including without limitation expert witness fees, deposition or court transcript fees, photocopy charges, and document vendor charges).

CUSTOMER agrees that any claim CUSTOMER asserts against CODALE ELECTRIC SUPPLY INC, whether alleged in equity, tort, or contract, must be filed by CUSTOMER in the above-referenced venue within one (1) year after the date of shipment or such claim(s) shall be deemed forever waived by CUSTOMER. CUSTOMER agrees that in the event a third-party brings any claim(s) against CODALE ELECTRIC SUPPLY INC as a result of any acts or omissions of CUSTOMER, CUSTOMER shall indemnify CODALE ELECTRIC SUPPLY INC for all costs, expenses, and damages that CODALE ELECTRIC SUPPLY INC may incur in connection with such claim(s), including without limitation reasonable attorney fees CODALE ELECTRIC SUPPLY INC incurs in defending itself from said claims, and any damages awarded against CODALE ELECTRIC SUPPLY INC in favor of the third-party.

CUSTOMER hereby conveys, transfers and pledges to CODALE ELECTRIC SUPPLY INC a security interest in the following personal property now belonging to or hereinafter acquired by CUSTOMER: (1) all materials and supplies purchased by CUSTOMER from the credit granted under this Agreement; (2) all Inventory; (3) all accounts receivable; (4) all cash and cash equivalents; (5) all Deposit Accounts; (6) all Equipment; (7) all Goods including fixtures; (8) all Chattel Paper, Documents and Instruments; (9) all Letter-of-Credit Rights; (10) all Investment Property and Stock (as defined below); (11) all General Intangibles (including contract rights, royalty rights, choses in action, payment intangibles and software); (12) all books, records, minutes, contracts, licenses, insurance policies, business plans, files, computer files, and other media, accounting books and records, financial statements, filings and any other records and instruments, and all proceeds of any of the foregoing, including condemnation proceeds, proceeds of insurance, or proceeds of sale. "Stock" means all certificated and un-certificated shares, options, warrants, membership interests, general or limited partnership interests, participation or equivalents of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting including common stock, preferred stock or other "Equity Security" (as defined in Rule 3a-11 promulgated under the federal Securities Exchange Act of 1934, as amended).

CUSTOMER understands and agrees that this agreement is not to be construed as an unconditional guarantee of credit and CODALE ELECTRIC SUPPLY INC reserves the right to refuse credit on any particular transaction and may require advance payment, C.O.D., or other special terms as a condition of doing business with CUSTOMER, and that CODALE ELECTRIC SUPPLY INC may refuse credit with no advance notice.

I/We understand that a credit report may be secured and that direct inquiries may be made, and also agree to the release of information for the purpose of obtaining credit. The undersigned certified that the above information is complete and accurate as of the date of this application, and understands and acknowledges that CODALE ELECTRIC SUPPLY INC is relying upon the stated information in entering into and continuing its business relationship with CUSTOMER.

I/We also acknowledge concurrent receipt of CODALE ELECTRIC SUPPLY INC's Standard Terms and Conditions Applying to All Sales, which terms are hereby incorporated, and that I/We have read, understand, and agree to the terms stated therein.

The undersigned represents that he/she is the duly authorized agent and lawful representative of the CUSTOMER and that CUSTOMER agrees to be fully bound by the terms and conditions of this agreement.

CUSTOMER (Company Name)

Signature

Title

Date

PERSONAL GUARANTY

Jointly and Severally

In consideration of CODALE ELECTRIC SUPPLY INC extending credit to _____ ("Company"), the undersigned ("Guarantor") jointly, severally and unconditionally personally guarantees and promises the timely performance of all of the duties and obligations set forth in the Credit Agreement as if incorporated herein, and payment to CODALE ELECTRIC SUPPLY INC, its successors and assigns, from Company and its related entities (hereinafter collectively referred to as the "Debtor"), together with interest at the rate of $1\frac{1}{2}\%$ per month, on all amounts not paid by the 25th day of the month following the date of statement, both before and after judgment, plus all costs and expenses of any legal action, including but not limited to attorney's fees (whether hourly or contingent), lien fees, court costs and any other costs of litigation or collection proceedings (including without limitation expert witness fees, deposition or court transcript fees, photocopy charges, and document vendor charges). Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, or other indulgence granted to Debtor, or by agreement affecting said indebtedness, and the undersigned hereby *waives* notice of any of all of the aforesaid. The filing of suit or exhaustion of the collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly *waives* presentment for payment, demand, protest, notice of protest or diligence. This guarantee shall be a continuing guarantee.

This continuing guarantee shall continue in full force and effect until CODALE ELECTRIC SUPPLY INC has received written notice of termination executed by the undersigned. Should the undersigned elect to terminate this guarantee, such termination shall not affect the liability of the undersigned as to the amounts then due and owing. Notice of termination under this agreement shall be sent, via certified mail, to CODALE ELECTRIC SUPPLY INC, Attn: Credit Manager, 5225 West 2400 South, Salt Lake City, UT 84120.

I/We understand that a credit report will be secured and that direct inquiries may be made, and also agree to the release of information for the purpose of obtaining credit. This authorization shall be continuing without expiration and a photocopy or a fax copy shall be given the same effect as the original.

Nothing contained in this guarantee shall be construed as in any way limiting the Company's liability. Guarantor hereby authorizes CODALE ELECTRIC SUPPLY INC to secure a credit report and agrees to the release of credit information. Guarantor also agrees to be bound by all of CODALE ELECTRIC SUPPLY INC's Standard Terms and Conditions Applying to All Sales and the Credit Agreement, which terms are incorporated herein by this reference, and which terms have been provided to me concurrent with this guarantee and can be found on www.codale.com.

Guarantor (Print Name)

Signature

Date of Birth

Address

Social Security Number

Date

STANDARD TERMS AND CONDITIONS APPLYING TO ALL SALES

All sales of material or equipment by CODALE ELECTRIC SUPPLY INC are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in any purchase order of the Buyer or in any similar such communication are hereby objected to by CODALE ELECTRIC SUPPLY INC and shall not be binding or effective unless expressly assented to in writing by an authorized representative of CODALE ELECTRIC SUPPLY INC.

PRICES AND TERMS

Unless otherwise stated, all prices by CODALE ELECTRIC SUPPLY INC, hereafter referred to as Seller, are subject to change without notice. Prices do not include sales, use, excise, value added or similar taxes and, where applicable, such taxes shall be as a separate item and paid by the Buyer. All items shown as freight allowed and pertain to particular items and quantities. Any deviation after placement of order such as changes in quantity or partial release will be subject to the manufacturer's terms and conditions where applicable. Unless otherwise noted, all sales are made f.o.b. point of shipment with freight allowed to common free delivery point nearest destination within the United States, except Alaska and Hawaii; in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the Buyer. Extra labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Seller.

DELIVERY

Factory shipping dates given in advance of actual shipment are estimates by the manufacturer and are based upon prompt receipt of all necessary information. Quoted shipping dates are based on time after receipt of order at factory, with complete information, until merchandise is delivered to common carrier. Seller shall not be liable for failure to deliver or for delays in delivery or performance due to (1) causes beyond its reasonable control, or (2) acts of God, acts of Buyer, acts of civil or military authority, priorities or other governmental allocations or controls, fires, strikes or other labor difficulties, riots and other civil disturbances, delays in its usual source of supply, delays in transportation, or (3) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

PAYMENT

If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified. Seller reserves the right to require full or partial payment before manufacture or shipment and to suspend any further performance until such payment has been received. Buyer agrees that all funds owed to or received by Buyer from anyone, to the extent those funds result from labor or materials supplied by Seller, shall be held in trust for the benefit of Seller ("Trust Funds"). Buyer agrees it has no interest in the Trust Funds held by anyone and to promptly account for and pay to Seller all Trust Funds. To the extent the Trust Funds are held by a third party, Buyer agrees to direct the third party to pay the Trust Funds to Seller.

WARRANTIES

Material and equipment distributed by Seller are the products of reputable manufacturers sold under their respective brand or trade names. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of products that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title, THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described material or equipment which extend beyond that described in this paragraph. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

LIMITATION OF LIABILITY

Seller's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of material or equipment hereunder, or its sale, resale, operation or use, whether based on warranty, contract, negligence or other grounds shall not exceed the price allowable to such material or equipment or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges unless agreed upon in advance by Seller. Seller shall not in any event be liable for special or consequential damages including, but not limited to, loss of profits or revenue, liquidated damages, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.

CANCELLATION

Buyer may cancel any order by mutual agreement based upon payment to Seller of reasonable and proper cancellation charges.

ACCEPTANCE

Material and equipment must not be returned without the advance written consent of Seller. Goods shall be deemed accepted upon receipt, and at the least Buyer has a duty to inspect all materials upon delivery and failure to object in writing within 30 days of delivery shall constitute an irrevocable acceptance of the goods and a waiver of any and all claims relating to those goods. Buyer agrees that failure to object to an invoice, in writing, within thirty (30) days from the date of the invoice shall constitute a waiver of any and all defenses to payment of the amounts reflected on the invoice, including interest charges, and that such amounts shall constitute an account stated against Buyer.

ASSIGNMENT

Any assignment of any contract involving this order, or any rights there under, by the Buyer without the advance written consent of Seller shall be voidable, at the sole discretion of Seller. In no event shall any such assignment relieve Buyer of its payment or other obligations, but CODALE ELECTRIC SUPPLY INC reserves the right to seek payment and recovery from any lawful assignee or person or entity which has assumed the assets or business of Buyer.

HAZARDOUS BUSINESS

Material and equipment distributed by Seller has been designed and manufactured for use in standard commercial, industrial and residential applications. If the material or equipment is to be applied in any location which might be of a hazardous nature, such as atomic installations, commercial or military aircraft, missile installations, space explorations or other critical applications where a failure of a single component could cause substantial harm to persons or property, Seller disclaims all responsibility. Such concurrence must be signed by an officer of the CODALE ELECTRIC SUPPLY INC Any questions should be referred to the manufacturer through Buyer's local CODALE ELECTRIC SUPPLY INC office.

GENERAL TERMS

Any of the terms and provisions of Buyer's order which are inconsistent with the terms and provisions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this quotation by Buyer, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions herein. A standard form purchase order or similar document shall not constitute written objection to the terms herein. Rather, a written objection must be separately stated, and addressed to "Attn: Credit Manager, CODALE ELECTRIC SUPPLY INC, 5225 West 2400 South, Salt Lake City, UT 84120," and must state with particularity those specific terms to which Buyer objects. In the event this written notice is not timely sent, before shipment or delivery of the product, then Buyer waives any and all rights to object to the terms herein.

ATTORNEY'S FEES, JURISDICTION, AND VENUE

Buyer agrees that making any purchases from CODALE ELECTRIC SUPPLY INC constitutes doing business in the state of Utah and that Buyer consents to the personal jurisdiction of the state and federal courts in Utah. Buyer agrees that the venue to resolve any and all disputes with CODALE ELECTRIC SUPPLY INC shall exclusively lie in the state or federal courts situated in Salt Lake County, Utah. Buyer agrees that in the event of any legal action brought by or against CODALE ELECTRIC SUPPLY INC, the non-prevailing party shall pay to the prevailing party all costs and expenses incurred in connection with such action, including but not limited to attorney's fees (whether hourly or contingent), lien fees, court costs and any other costs of litigation or collection proceedings (including without limitation expert witness fees, deposition or court transcript fees, photocopy charges, and document vendor charges).

ONE-YEAR LIMITATION

Any and all claims brought by Buyer against Seller shall be filed in one of the above referenced jurisdictions within one (1) year after the date of shipment or it shall be deemed forever waived.

INTELLECTUAL PROPERTY AND INDEMNIFICATION

Seller makes no warranty or representation with regard to any patent, trademark, copyright, trade dress, or trade secret, relating to or claimed to arise from any product sold to Buyer. Seller will not and does not indemnify or otherwise hold harmless Buyer from any claim of misappropriation or infringement of any patent, trademark, trade dress, trade secret, copyright or other rights relating to any merchandise. Buyer agrees that Buyer will not make any such claim, or seek any such indemnification, and that such a claim or demand by Buyer constitutes a breach of these Standard Terms, and that Buyer shall pay all attorney fees and other court costs incurred by Seller in defending against any such claim or demand, whether or not a legal action is commenced or filed.