

ATLANTIC Electric Supply Corp.

3726 TENTH ST., N.E. • WASHINGTON, D.C. 20017-1891
(202) 526-1300 • FAX (202) 526-2291

CREDIT APPLICATION

Instructions:

Date: _____

Sign appropriate sections, INCLUDING BACK OF FORM.

Credit Limit Requested: _____

Legal Name of Business: _____ DBA _____

Address: _____
STREET CITY STATE ZIP

Business Phone: _____ Fax #: _____ Corporation Sole Prop Partnership

Name and Address of Principal Office: _____ Jurisdiction Incorporated: _____

Nature of Business: _____ Date Started: _____

License Number: _____ Type of License: _____

Previous Years Sales: _____ Net Worth: _____

Has a Judgment been entered against the business within the past two (2) years? Yes No

If yes, please explain _____

Have any liens been recorded against the business within the past two (2) years? Yes No

If yes, please explain _____

Has the business or any applicant petitioned bankruptcy within the past two (2) years? Yes No

If yes, please explain _____

Is the business applicant a successor in interest to a prior business within the past two (2) years? Yes No

If yes, please explain _____

Tax Exempt? Yes No Certificate No.: _____ Is purchase order needed? Yes No Verbal Purchase Order Yes No

If billing address is different from above, please furnish complete address below.

Firm: _____ Address: _____
STREET CITY STATE ZIP

PRINCIPAL: Full Name	Home Address & Phone #	Position	Social Security #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

SUPPLIERS REFERENCES: Name	Address & Phone #	Fax #	Account #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Bank (Checking) _____

GUARANTY

I/WE hereby unconditionally personally guarantee to Atlantic Electric Supply Corp. (Atlantic) the prompt payment, when due, of every claim of Atlantic that may hereafter arise.

I/WE do also unconditionally personally guarantee payment of all reasonable costs of collection, including but not limited to, twenty-five percent (25%) attorney's fees and court costs.

This is a continuing guaranty and shall remain in full force until revoked by Guarantor by notice in writing to Atlantic. Such revocation shall be effective only as to claims of Atlantic that arise out of transactions entered into after Atlantic's receipt of said notice. This obligation shall cover the renewals of any claims guaranteed by this instrument or extensions of time payment hereof, and shall not be affected by any surrender or release by Atlantic of any other security held by it for any claim hereby guaranteed. The guaranty is, and shall remain binding upon the heirs, estate representatives, successors, and assigns of Guarantor.

This guaranty is independent of any other guaranty or rights that ATLANTIC ELECTRIC SUPPLY CORP., may have with respect to the above noted debt. THIS APPLICATION MUST BE SIGNED BY ANY TWO OFFICERS OF THE CORPORATION, AND THEIR SPOUSE, OR IF INDIVIDUALLY OWNED BY BOTH HUSBAND AND WIFE OR IF PARTNERSHIP BY ALL PARTNERS AND THEIR SPOUSES.

Signature _____ (Seal) Print Name _____ SS # _____
 No Titles Husband

Signature _____ (Seal) Print Name _____ SS # _____
 No Titles Wife

Signature _____ (Seal) Print Name _____ SS # _____
 No Titles Husband

Signature _____ (Seal) Print Name _____ SS # _____
 No Titles Wife

AUTHORIZATION FOR BANK TO RELEASE INFORMATION

It is understood and agreed that a new authorization will be filed with Atlantic as new bank accounts are opened or new authorized signatures are required.

To: (Bank Name & Address)

APPLICANT PLEASE COMPLETE BANK NAME AND ADDRESS

This will authorize you to release to ATLANTIC ELECTRIC SUPPLY CORP. information regarding my Bank Acct.

No. _____

X _____
AUTHORIZED SIGNATURE

TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or through ATLANTIC ELECTRIC SUPPLY CORP., whether or not materials are delivered by or through ATLANTIC ELECTRIC SUPPLY CORP.
2. ATLANTIC ELECTRIC SUPPLY CORP. hereby sells to purchaser and purchaser hereby purchases all items of electrical materials, subject to the terms and conditions set forth and herein below. All orders that are based on the quotations and, if placed within 30 (thirty) days from date of quotation, and accepted by ATLANTIC ELECTRIC SUPPLY CORP., will be billed at the prices quoted. ALL PRICES ARE FOB SHIPPING POINT UNLESS OTHERWISE SPECIFIED IN WRITING. THE PRICES QUOTED ARE SUBJECT TO ADDITIONAL FEDERAL, STATE, OR LOCAL TAXES.
3. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer's shipping error, or any other error, purchaser agrees to hold ATLANTIC ELECTRIC SUPPLY CORP. harmless for any delay and agrees to make payments in full for said goods.
4. All materials delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt. For materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. When purchaser and/or his agent or representative cannot examine and inspect material upon receipt, any and all claims must be made within three (3) working days of delivery. Any claims made after the prescribed time period shall not be honored.
5. No merchandise may be returned without prior authorization for credit or replacement. ATLANTIC ELECTRIC SUPPLY CORP. must be furnished with the reason for return. Restock charges and handling will be charged to the customer. Credit for properly returned stock items shall be given when material is received. Credit for properly returned non-stock items shall be given when received from the manufacturer. Material ordered by ATLANTIC ELECTRIC SUPPLY CORP. incorrectly and/or shipped incorrectly by the manufacturer and returned to ATLANTIC ELECTRIC SUPPLY CORP. shall not be subject to restocking charge. All returns must be accompanied with the original invoice number of purchase for reference.
6. Purchaser acknowledges that any and all decisions as to the return of materials are made AT THE SOLE DISCRETION OF ATLANTIC ELECTRIC SUPPLY CORP. AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE.
7. Purchaser agrees that his/her SOLE REMEDY available for any default arising out of the sale and/or use of any and all materials purchased shall be the return of said materials purchased. Purchaser acknowledges that no suit will be brought against or shall include ATLANTIC ELECTRIC SUPPLY CORP. where either consequential or incidental damages are sought.
8. On all matters referred by ATLANTIC ELECTRIC SUPPLY CORP. to their attorneys for collection, purchaser agrees to pay attorney's fees of 25% of the sale price or actual amount billed, whichever is greater, plus costs.
9. PURCHASER AGREES THAT ATLANTIC ELECTRIC SUPPLY CORP. SHALL NOT BE RESPONSIBLE FOR ANY MANUFACTURER'S SHIPPING DEFECT. Purchaser further agrees to hold ATLANTIC ELECTRIC SUPPLY CORP. harmless for any manufacturer's or shipping defects or any injury to person(s) due to said defects.
10. ATLANTIC ELECTRIC SUPPLY CORP. makes NO WARRANTIES express or implied, including without limitation, WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of such materials. Further, all MATERIALS ARE DELIVERED "AS IS" AND "WITH ALL FAULTS". Any contradictory statement made by an employee of ATLANTIC ELECTRIC SUPPLY CORP. shall have no effect or bearing, and the terms contained herein shall control.
11. TITLE FOR ALL GOODS AND/OR MATERIALS REMAINS WITH ATLANTIC ELECTRIC SUPPLY CORP. UNTIL PAID FOR IN FULL BY PURCHASER AND AT THE OPTION OF ATLANTIC ELECTRIC SUPPLY CORP. THEY WILL RECORD A SECURITY INTEREST. Should purchaser take action under Title II of the United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid for in full. Purchaser agrees to keep the materials fully insured until paid for in full.
12. The RISK OF LOSS of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to purchaser at its place of business or any other place specifically designated by the purchaser for the delivery.
13. 1% discount on all invoices when paid by the 10th of the month following the date of purchase, other than negotiated contracts. Net thereafter. Negotiated contracts net 30 days. Customer agrees to make payments without regard to any retainer.
14. Purchaser agrees that any account thirty (30) days past due shall be charged 1-1/2% per month interest (18% per annum) on the unpaid balance. Terms of sale are 10th prox net 11th.
15. In the event the purchaser is a corporation, partnership, or any other legal entity, the individual(s) whose signature appears herein agrees to and does personally guarantee payment for any and all materials sold to the above named entity.

Purchaser acknowledges that he/she has read and agrees to all of the above terms and conditions of sale.

Signature _____ (Seal)	Name (Print) _____
Signature _____ (Seal)	Name (Print) _____
Signature _____ (Seal)	Name (Print) _____
Signature _____ (Seal)	Name (Print) _____