

Branch Location:*_

COMMERCIAL CREDIT APPLICATON

Corporate Office

2010 2nd Avenue • PO Box 5397 • Huntington, WV 25703 Phone: 304.523.7491 • 800.624.3424 • Fax: 304.528.0243

stateelectric.com

credit@stateelectric.com

lesperson: Please Save the Form First and then Complete the Form to Submit					
	COMPANY INFORMATIO	ON			
Business Name:*		Application	Date:*		
Phone:* Fax:	Cell:*	County:*			
Street Address:*			Zip:*		
Mailing Address:		State:	Zip:		
Business Type (select all that apply): □Commerc	ial □Electrical Contractor	□Industrial □Institution	nal □Residential		
Business Specialty: Busines	ss Start Date:*	Duns#: FEII	N#:*		
□Sole Proprietorship □Partnership □Col	oprietorship				
axable: ☐Yes ☐No If Tax Exempt, Attach Form PO Required:* ☐Yes ☐No Estimated Monthly Purchases: \$					
Employee Size:* Website:					
ACCC	OUNTS PAYABLE INFORI	MATION			
Accounts Payable Name:*					
Email:* Monthly Statement Required:* Yes No					
		g Instructions:			
PI	URCHASING INFORMAT	ION			
Purchasing Name:*	Phone:* Fax	x: Email:*			
OWNERS, OFFICERS OR PARTNERS					
1) Name:*					
Title:* SSN:*		SSN:			
Phone:* Email:*					
Home Address:*		ress:			
City:* State:* Zi		State:			
Previous Employer:*		mployer:			
*Attach additional owners, officers or partners if necessary					
COMPANY TRADE R	EFERENCES (Please inc	lude electrical suppliers)			
1) Company:*	2) Compan	y:*			
Phone:* Fax:		Fax:			
Acct#:*	Acct#:*				
3) Company:*		ıy:*			
Phone:* Fax:	Phone:*	Fax:			
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ONLINE ACCOUNT					
Name *		Frank.*			
Name:*Phone:					
Should more than one person in your organiz Name: Phone:	_	nline account? □Yes □N Email:	iu		
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TERMS AND CONDITIONS OF SALE

ACCEPTANCE/GOVERNING TERMS: These Terms and Conditions of Sale shall apply to all sales of products by State Electric Supply Company. Unless otherwise specifically agreed in writing signed by an officer of State Electric Supply Company, any different or additional terms and conditions proposed by any customer in a purchase order or otherwise are Re-LECTED by State Electric Supply Company.

PRICE: State Electric Supply Company and Purchaser agree that State Electric Supply Company shall sell, and Purchaser shall buy, the items for the price set forth herein. All prices are F.O.B. shipping point unless otherwise specified. The prices quoted do not include any applicable federal, state or local taxes, which shall be paid by the Purchaser. Prices quoted herein are subject to change without notice, unless otherwise noted.

ACCEPTANCE OF ORDER/TERMINATION: Acceptance of any order is subject to credit approval by State Electric Supply Company. If Purchaser fails to comply with this Agreement, in whole or in part, or if Purchaser's credit becomes unacceptable to State Electric Supply Company, Purchaser agrees that State Electric Supply Company may terminate this Agreement upon notice and without liability to Purchaser.

PAYMENT: Unless otherwise agreed, Purchaser agrees that it will pay the entire purchase price within 30 days from the date of invoice (NET 30). State (supply Company accepts payments made by wire transfer, credit card, and/or check. IF PAYING BY CHECK, CHECKS BEARING A PRYMEN IN FULL: LECHEN MUST BE SENT TO STATE ELECTRIC SUPPLY COMPANY, 2012 2ND AVENUE, HUNTINGTON, WY 25703, ATTN: ACCOUNTS

DEFAULT: In the event the Purchaser defaults by failing to make payment in full within 30 days, or within the time period provided by any other agreement as referenced in Section 4 above, State Electric Supply Company may charge and collect a late charge of 1-12% of the past due balance per month (18% per annum), or the maximum allowed by state law, whichever is less. No agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by an officer of State Electric Supply Company. State Electric Supply Company shall also be entitled to all costs of collection in the event of default by the Purchaser, including our locosts and attorneys' fees. State Electric Supply Company reserves that to refuse to ship any additional product or accept any new orders from Purchaser until all past due balances, and any applicable late charges, are paid in full.

SECURITY INTEREST: Purchaser grants to State Electric Supply Company a security interest in the goods sold until such time as Purchaser pays to State Electric Supply Company the full purchase price for the goods and any applicable late charge.

SHIPPING: All sales are F.O.B. shipping point. Title shall pass from State Electric Supply Company to the Purchaser upon State Electric Supply Company's tender of the product to the carrier. Shipping dates are approximate and depend upon State Electric Supply Company's prompt receipt of all necessary

DAMAGES OR SHORTAGES IN TRANSIT: For all deliveries made by a carrier other than State Electric Supply Company, Purchaser agrees that it must make any claim for shortages, losses, and apparent or concealed damages sustained in transit directly with the carrier. State Electric Supply Company is not liable for any shortages, losses or damages sustained in transit by carrier. In the event delivery is made by State Electric Supply Company for shortages, or carrier. In the event delivery is made by State Electric Supply Company for shortages, losses, and apparent or concealed damages sustained in transit within (15) days of receipt of the merichandise.

RIGHT OF INSPECTION: Purchaser shall have the right to inspect the goods at the time and place of delivery before accepting them. If Purchaser takes possession of the goods without inspection, this shall constitute a waiver of the right to inspect. If, upon inspection, Purchaser finds any problem with the goods. Purchaser must notify State Electric Supply Company within fifteen (15) days from the date of invoice for resolution and disposition. Failure to do so shall be deemed to be acceptance of the goods.

TIME OF DELIVERY/FORCE MAJEURE: Factory shipment or delivery dates are the best estimates of State Electric Supply Company's suppliers. State Electric Supply Company shall not be responsible or liable for any delay, directly or indirectly resulting from or contributed to by (i) any foreign or domestic embargo, sezure, act of God, insurrection, war and/or continuated or war, or (ii) the adoption or enactment of any law, ordinance, regulation, ruling or order, directly or indirectly interfering with or rendering more burdensome production or delivery hereunder; or (iii) the unavailability of the usual means of unasportation, or (iv) first. flood, explosion, strike or other accident or contingency beyond State Electric Supply Company of the foregoing conditions or events famelenting State Electric Supply Company's suppliers or sources of transportation. In the event that one or more deliveries is suspended or or events have ceased to exist. Nothing contained herein shall be construed as decreasing the quantity of the merchandise purchased by Purchaser, but shall only serve to delay delivery and payment in any of the above-mentioned occurrences or events.

CANCELLATION OF ORDER: An order may be cancelled by the Purchaser only if the cancellation is agreed to by State Electric Supply Company. In the event of such an agreed-upon cancellation, Purchaser must pay all reasonable charges based upon expenses already incurred by and commitments made by State Electric Supply Company in connection with that order.

Signature

RETURNS: State Electric Supply Company's approval will be required before returns will be accepted. A packing slip or invoice number must accompany all returned merchandise. Returned merchandise is subject to a restocking charge. Merchandise that has been specially ordered will not be considered by State

DISCLAIMER OF WARRANTIES: State Electric Supply Company will assign to Purchaser all transferable warranties made to State Electric Supply Company by the manufacturers or suppliers of goods. STATE ELECTRIC SUPPLY COMPANY MAKES AND GIVES NO WARRANTIES. EXPRESS OR IMPLIED. AND IT IS EXPRESSLY UNDERSTOOD THAT IMPLED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED WITH RESPECT TO ANY AND ALL GOODS. MATERIALS OR SERVICES FURNISHED BY STATE ELECTRIC SUPPLY COMPANY, EXCEPT TO THE EXPETAT RECURIED BY APPLICABLE LAW. This general warrantly policy supersedes and rew arranties contained in plans or specifications on which a quotation or proposal from State Electric Supply Company may be based and cannot be expanded without the prior and specific written consent of State Electric Supply Company.

REMEDY: State Electric Supply Company shall not under any circumstances be liable for special, indirect, incidental, consequential or punitive damages, such as, but not limited to, damages or loss of property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of Purchaser or its customers for service interruptions. Purchaser's sole remedy shall be pursuant to any warranty extended by the Manufacture. The remedy of the Purchaser set forth herein is exclusive, and the liability of State Electric Supply Company with respect to any contract, or anything done in connection therewith, such as the performance or breach therefor, of from the sale, delivery, resafe, installation or use of any goods whether arising out of any theory of contract, negligence, strict liability, or under any warranty or otherwise, for any damages whatsoever, shall not exceed the price of the goods upon which such liability is based.

AUTHORITY OF THE COMPANY'S AGENTS: No agent, employee or representative of State Electric Supply Company has any authority to bind State Electric Supply Company to any affirmation, representation, promise or warranty concerning the goods sold under this agreement. No affirmation, representation or warranty makes by an agent, employee or representative is specifically included within the terms and conditions of this agreement, and no such affirmation, representation or warranty has formed a part of the basis of this bargain and shall not be enforceable by Purchaser.

JOB SPECIFICATIONS: Purchaser is solely responsible for ensuring that the goods ordered, and the quantities of goods ordered, comply with job specifications and/or bid requirements. State Electric Supply Company is not responsible for meeting job specifications or quantities. State Electric Supply Company is responsibility is limited to sales of materials as ordered by the Purchaser and described here and described here.

RETAINAGE: Purchaser agrees and understands that State Electric Supply Company is acting solely as a material man providing materials and/or goods and is not acting as a contractor or in any similar capacity. Purchaser therefore agrees not to withhold any amount from the payments due in accordance with Paragraph 4 above as retainage or otherwise.

ASSIGNMENT: State Electric Supply Company and Purchaser agree that State Electric Supply Company may assign all its right, title and interest in the account created by this Agreement including, without limitation, its collection remedies; and, Purchaser shall honor all the terms of this Agreement as if assignewere State Electric Supply Company.

CHOICE OF LAW: This agreement is governed by the law of the State of Virginia, which law shall apply with respect to resolution of any and all disputes arising from or related to the terms of this agreement or the subject matter to which it pertains.

DISPUTE RESOLUTION PROCESS: State Electric Supply Company and Purchaser agree that any dispute between the parties arising out of or relating to this agreement, including but not limited to claims based on theories of breach of contract or tort, shall be resolved by the sole and exclusive remedy of binding arbitration. The arbitration shall be conducted by three neutral arbitrations in Charleston, West Wigniau under the auspices of and in accordance with the rules of the American Arbitration Association. The decision of the arbitrations shall be final and binding on the parties thereto, and judgment on the award rendered by the arbitrations and the arbitrations are considered as the arbitration are considered as the arbitrations are considered as the arbitrations are considered as the arbitration are co

INTERPRETATION - PAROL EVIDENCE: This writing is intended by the parties to be the final expression, and the complete and exclusive statement, of the terms and conditions of their agreement. Whenever a term defined by the UCC is used in this agreement, the definition contained in the UCC shall control.

NO ORAL MODIFICATION: This agreement can be modified or rescinded only by a writing signed by duly authorized representatives of State Electric Supply Company and Purchaser

Date

The undersigned applicant hereby acknowledges, accepts and agrees to all of the "Terms and Conditions" of State Electric Supply Co as stated herein. The terms of this credit application shall extend to all purchases made at any State Electric Supply Co location. Should credit be granted by State Electric Supply Co, all decisions with respect to the extension, continuation, or termination shall be at the sole discretion of State Electric Supply Co.

The applicant certifies that the information submitted herein is for the purpose of obtaining commercial credit: is correct and accurate in all material respects. Applicant authorizes State Electric Supply Co to inquire of principal

trade creditors, banks and other credit references to check the applicants credit history. Applicant authorizes State Electric Supply Co to answer questions from others about State Electric Supply Co's experience with the applicant. The applicant agrees to notify State, in writing, via certified mail, of any change in business form, ownership, or status within five days of such change. The terms of this application shall extend to the applicant and all successor companies, jointly and severally.

PERSONAL GUARANTY

In consideration of credit being extended by State Electric Supply Co to the above named corporation or partnership, the undersigned jointly and severally, unconditionally and irrevocably, hereby guaranty to State Electric Supply Co the prompt payment of any and all debt owed or hereinafter incurred on behalf of the above mentioned customer to State Electric Supply Co. It is understood that this guaranty shall be a continuing, unconditional and absolute guaranty of payment, not a guaranty of collection, for such indebtedness of the applicant and shall be bringing upon the guarantors' executors, heirs, successors and assigns. The fact that at any time, or from time to time the indebtedness may be paid in full shall not affect the obligation of the guarantors with respect to further indebtedness thereafter incurred. We acknowledge that this guaranty is made for good and valuable consideration and that our liability hereunder is unlimited. We agree this credit application supercedes all other oral and written contracts. Guarantors agree to pay State Electric Supply Co on demand, without offset, any sum, whether or not such sum exceeds the Applicants anticipated sales amount or credit limit, which may become due to State Electric Supply Co by the applicant. It is understood this credit application shall extend to all purchases made at any State Electric Supply Co location. Shouldthere be a change in ownership, we agree we will notify State Electric Supply Co in writing by certified mail, return receipt requested. We understand this change will become effective 30 days after receipt of letter.

Each of the undersigned consents and authorizes State Electric Supply Co, its agents, attorneys and employees to investigate, at such time as they deem necessary, the credit worthiness of the undersigned and authorizes and instructs all persons, companies, entities, and consumer reporting agencies having information concerning each of the undersigned's credit worthiness, credit standing, credit capacity, and financial circumstances to release such information to State Electric Supply Co, its agents, attorneys or employees.

The undersigned agrees to pay reasonable attorney fees, legal costs and any third party collection fees in the event it is necessary to refer this matter to an attorney or collection agency to enforce or collect the Guaranty Agreement. In the event of litigation, venue shall be at State's option.

In the event any payment or transfer by Applicant to State is subsequently held to constitute a preference pursuant to 11 U.S.C. 347 or applicable state law, and if State refunds all or part of such preferential payment (Disgorgement Payment), then Guarantors agree to repay Disgorgement Payment to State promptly upon demand (notwithstanding any prior release or discharge or revocation of this Guaranty provided only that the original transfer on which the preference is based occurred while the Guaranty was in effect.) State shall have no responsibility to notify Guarantors of a demand for return of a preferential transfer and may undertake to pay or settle such preference without notice to a consent of Guarantors.

(Seal)	Guarantor (Signature without title) /Date	Witness	Date
(Seal)	Guarantor (Signature without title) /Date	Witness	Date

INFORMATION RELEASE AUTHORIZATION

I hereby authorize	
NAME AND ADDRESS OF To release to State Electric Supply Co, any and all information pertaining to my account with s understood that State Electric Supply Co, will keep all information strictly confidential.	
Date	Account Name
Authorized Signature	Account #