

ALLIED WHOLESALE ELECTRICAL SUPPLY, INC.

CREDIT APPLICATION

GENERAL INFORMATION REQUIRED

Company Name _____ ("Applicant") Date _____

Address: _____ City _____ State _____ Zip Code _____

Telephone Number: _____ Facsimile Number: _____

Email address where invoices should be sent: _____

Type of Business: ☐ Corporation ☐ LLC ☐ Partnership ☐ Limited Partnership ☐ Individual Business

Fed I.D. No. _____

Year Business Established: _____ Tax Exempt ☐ Yes ☐ No If tax exempt, you must submit exemption form.

Monthly Credit Requested: \$ _____ Are Purchase Orders required? ☐ Yes ☐ No

Accounts Payable Person to Contact: _____

Will Applicant submit a Financial Statement upon request? ☐ Yes ☐ No

Has Applicant or any of Applicant's owners, partners, members or corporate officers filed bankruptcy within the last seven years? ☐ Yes ☐ No

If yes, year bankruptcy was filed: _____ Name of bankruptcy filer(s): _____

Type of bankruptcy filed: ☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 13

OWNERS AND OFFICERS INFORMATION (add pages if needed:

Name _____ Title _____

Home Address _____ Date of Birth: _____

Home Phone Number _____ Social Security Number: _____

Driver's License Number: _____ State _____

Email address: _____

Name _____ Title _____

Home Address _____ Date of Birth: _____

Home Phone Number _____ Social Security Number: _____

Driver's License Number: _____ State _____

Email address: _____

Name _____ Title _____

Home Address _____ Date of Birth: _____

Home Phone Number _____ Social Security Number: _____

Driver's License Number: _____ State _____

Email address: _____

BANKING INFORMATION REQUIRED:

Name of Bank _____ Account Number(s) _____

Type of Account: ☐ Checking ☐ Savings ☐ Trust Account ☐ Other _____

Loan Account Number _____ ☐ Secured ☐ Unsecured

Bank Officer _____ Bank's Address: _____

Monthly Loan Payments \$ _____ Balance \$ _____

CREDIT REFERENCES/PRINCIPAL SUPPLIERS:

Name Address Phone No. Fax No.

1.	
2.	
3.	
4.	
5.	

Has Applicant given any of the above Credit References/Principal Suppliers a personal guaranty? ☐ Yes ☐ No

If so, to whom? _____

Is Applicant currently a party to any lawsuit or are there any outstanding judgments against Applicant? ☐ Yes ☐ No

If the answer is yes to either, please explain on the reverse side of this sheet.

TERMS AND CONDITIONS OF CREDIT

The Applicant for credit (the "Applicant") requests the creation or the renewal of open credit account(s) with Allied Wholesale Electrical Supply, Inc. ("Allied") (Applicant and Allied collectively referred to as the "Parties"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Applicant agrees to pay any and all past, current and future charges for purchases from Allied (whether such purchases were/are made by the Applicant or by a Related Company), all according to the following terms:

Applicant hereby agrees to pay all invoices in accordance with stated terms, plus interest on delinquent invoices at the rate of 1.5% per month. Applicant also agrees to pay all costs of collection, court costs, and attorneys' fees in the event Allied turns the account over to its attorneys for collection. Such attorneys' fees shall conclusively be deemed to be the greater of: (a) the number of hours worked by Allied's attorneys times the reasonable hourly fee of \$475.00, plus the number of hours worked by the law clerks and paralegals of Allied's attorneys times the reasonable hourly fee of \$195.00 (all such attorneys, law clerks, and paralegals hereinafter collectively referred to as the "Firm"); or (b) twenty-five percent (25%) of the principal and interest due on Applicant's delinquent account(s). Applicant agrees that such attorneys' fees are fair and reasonable and understands and agrees that Allied would not agree to extend or renew credit to Applicant without Applicant's agreement to pay such attorneys' fees upon default. Furthermore, Applicant acknowledges and agrees that such attorneys' fees may sometimes exceed the amount of principal and interest due on Applicant's delinquent account if the number of hours worked by the Firm at the above agreed upon hourly rates totals an amount in excess of such delinquent account. However, Applicant agrees that the Firm's fees for which Applicant will be liable should not be reduced on the basis that such fees exceed Applicant's delinquent account and Applicant requests that any Court making an attorney fee award to Allied enforce Applicant's agreement herein. A "Related Company" is any company in which any of its owners and/or officers also own an interest in or hold an office with Applicant.

Applicant further agrees that any monthly credit requested herein is not a limitation of liability and Applicant expressly agrees that it will be responsible for valid charges in excess of such requested monthly credit. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in the event any provision hereof shall be deemed illegal, the remaining provisions hereof shall not thereby be affected and such illegal provision shall be deleted herefrom.

If a law suit is filed between the Parties, it is also agreed that this or any additional or subsequent agreement will be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Indiana. After consulting or having had the opportunity to consult with counsel, Applicant hereby knowingly, voluntarily and intentionally waives the right to a trial by jury in the event of any dispute of any kind between the Parties. Applicant shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver is absolute and unconditional and cannot be modified in any respect except in a written instrument signed by both Parties. Applicant also hereby expressly, freely and voluntarily agrees that the Courts of the State of Indiana have jurisdiction over Applicant, any Related Company, and that any cause of action arising between the Parties may be brought in a Court located in Marion County, Indiana. Applicant expressly agrees that Marion County shall be deemed to be a county of preferred venue. Applicant waives any entitlement Applicant might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable.

Having obtained all necessary authority, Applicant authorizes Allied and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of Applicant and all owners, partners, members and officers listed on the reverse side hereof, and authorizes and instructs all persons having information concerning Applicant's credit standing, financial circumstances and responsibility to release such information to Applicant and its agents, attorneys and/or employees. This includes, without limitation, authorization for Allied and its agents, attorneys and/or employees to request, obtain and use all for all purposes which Allied deems necessary a copy of any credit bureau or consumer credit report for the entities/persons listed herein at any time.

ALL WARRANTIES, IF ANY BY A MANUFACTURER OR SUPPLIER OTHER THAN ALLIED ARE THEIR OWN, NOT ALLIED'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. ALLIED EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES AND ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE RELATED IN ANY WAY TO ANY PRODUCT SOLD BY ALLIED. APPLICANT (AND ANY RELATED COMPANY) FURTHER AGREE THAT THE REMEDIES FOR DAMAGES AGAINST APPLICANT ARE LIMITED TO THE RETURN OF GOODS AND REPAYMENT OF THE PRICE PAID OR THE REPAIR AND REPLACEMENT OF NON-CONFORMING GOODS OR PARTS. APPLICANT (AND ANY RELATED COMPANY) UNDERSTAND AND AGREE THAT ALLIED IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT FOR CONSEQUENTIAL DAMAGES FOR INJURY TO A PERSON. TO THE EXTENT THAT ANY CUSTOMER OF APPLICANT (OR ANY RELATED COMPANY) BRINGS A SUIT AGAINST ALLIED FOR ANY DAMAGES RELATED TO OR ARISING FROM ALLIED'S SALE OF GOODS TO APPLICANT (OR ANY RELATED COMPANY), APPLICANT (AND ANY RELATED COMPANY) AGREE TO INDEMNIFY AND HOLD ALLIED HARMLESS FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING BY REASON OF ANY CLAIM OR CAUSE OF ACTION OF ANY NATURE RELATING TO AND/OR ARISING FROM ALLIED'S SALE OF GOODS, NOTWITHSTANDING ANY ALLEGATION THAT ALLIED IN ANY WAY CONTRIBUTED TO THE ALLEGED WRONGDOING OR IS LIABLE DUE TO A NON-DELEGABLE DUTY. NOTWITHSTANDING ANY OF THE FOREGOING, APPLICANT (AND ANY RELATED COMPANY) ARE NOT OBLIGATED TO INDEMNIFY ALLIED FOR ALLIED'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT. OTHERWISE, IT IS THE INTENT OF THE PARTIES THAT APPLICANT (AND ANY RELATED COMPANY) SHALL INDEMNIFY ALLIED TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY SUCH LIABILITY, DAMAGE, LOSS, CLAIM OR EXPENSE.

THE UNDERSIGNED AGREES THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS STATED HEREIN AND THAT THE UNDERSIGNED IS AUTHORIZED TO SIGN AND BY SIGNING SHALL BIND APPLICANT (AND ANY RELATED COMPANY) TO PERFORM AS REQUIRED HEREBY.

Signature of Applicant's Authorized Representative: _____

Printed: _____

Title: _____

Email: _____

Date: _____

WITNESS TO ABOVE SIGNATURE:

Before me, _____ (printed name of witness), personally appeared the above indicated Authorized Representative of Applicant, who acknowledged the execution of the foregoing Terms and Conditions of Credit as and for the voluntary act and deed of the Applicant this _____ day of _____.

Signature of Witness

Witness Email

Witnesses Address

CONTINUING GUARANTY

In consideration of the extension of credit at our request by Allied to the Applicant for credit, of which we are owner(s), partner(s), member(s), and/or officer(s), we hereby absolutely and unconditionally personally guaranty the full and punctual payment of all amounts owed to Allied by the Applicant and/or by a Related Company, including the obligations and liability to indemnify Allied as provided in the preceding section. We hereby bind ourselves to pay Allied on demand all costs of collection, court costs, and attorneys' fees in the event Allied turns Applicant's account(s) over to its attorneys for collection. Such attorneys' fees shall conclusively be deemed to be the greater of: (a) the number of hours worked by Allied's attorneys times the reasonable hourly fee of \$475.00, plus the number of hours worked by the law clerks and paralegals of Allied's attorneys times the reasonable hourly fee of \$195.00 (all such attorneys, law clerks, and paralegals hereinafter collectively referred to as the "Firm"); or (b) twenty-five percent (25%) of the principal and interest due on Applicant's delinquent account(s). Applicant agrees that such attorneys' fees are fair and reasonable and understands and agrees that Allied would not agree to extend or renew credit to Applicant without Applicant's agreement to pay such attorneys' fees upon default.

Furthermore, the undersigned Guarantor(s) acknowledge(s) and agree(s) that such attorneys' fees may sometimes exceed the amount of principal and interest due on Applicant's delinquent account(s) if the number of hours worked by the Firm at the above agreed upon hourly rates totals an amount in excess of such delinquent account(s). However, the undersigned Guarantor(s) agree(s) that the Firm's fees for which the undersigned will be liable should not be reduced on the basis that such fees exceed the Applicant's delinquent account(s) and the undersigned Guarantor(s) request(s) that any Court making an attorney fee award to Allied enforce the undersigned's agreement herein. A "Related Company" is any company in which any of its owners and/or officers also own an interest in or hold an office with Applicant.

The undersigned hereby waive(s) notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities guaranteed hereby, including notices of default or nonperformance by Applicant under the Terms and Conditions of Credit, and waives diligence, presentment and suit on the part of Allied in the enforcement of the liabilities guaranteed hereby. The undersigned further agree(s) that Allied shall not be first required to enforce against Applicant or any other person the liabilities guaranteed hereby before seeking enforcement thereof against the undersigned.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Applicant by Allied or agreed upon by Applicant and Allied, shall not be affected by the operation of any present or future provision of any State or Federal law relating to the bankruptcy, insolvency or reorganization of Applicant or relating to the bankruptcy, insolvency or reorganization of any Guarantor hereunder. Allied and Applicant, without notice to or consent by the undersigned, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Terms and Conditions of Credit as they may deem appropriate and the undersigned shall not be released thereby, but shall continue to be fully liable for the payment and performance of the liabilities of Applicant as the Terms and Conditions of Credit are so modified, extended or amended. If at any time any payment made to Allied under this Continuing Guaranty is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of Applicant or the undersigned, the obligations of the undersigned hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

After consulting or having had the opportunity to consult with counsel, the Guarantor(s) hereby each knowingly, voluntarily and intentionally waives the right to a trial by jury in the event of any dispute of any kind between Allied and the Guarantor(s) and/or the Applicant. Guarantor(s) shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver is absolute and unconditional and cannot be modified in any respect or relinquished by either the Guarantor(s) or Allied except in a written instrument signed by each of them.

Each of the Guarantor(s) hereby expressly, freely and voluntarily agrees that the Courts of the State of Indiana have jurisdiction over each of the Guarantor(s) and that any cause of action arising between the parties may be brought in a Court located in Marion County, Indiana. The Guarantor(s) expressly agree that Marion County shall be deemed to be a county of preferred venue. The Guarantor(s) each waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which might be applicable.

It is understood and agreed that this Guaranty shall be a continuing and irrevocable Guaranty and indemnity for any indebtedness of Applicant to Allied. Guarantor(s) hereby waive notice of demand, protest, or default and consent to any modification or renewal of the credit agreement between Applicant and Allied. Guarantor(s) each acknowledge that each is a joint applicant for the credit to be extended to Applicant by Allied on the Terms and Conditions of Credit herein set forth and acknowledge good and valuable consideration exists for this Guaranty, regardless of any marital relationship between any of the Guarantor(s).

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in the event any provision hereof shall be deemed illegal, the remaining provisions hereof shall not thereby be affected and such illegal provision shall be deleted herefrom.

Guarantor(s) authorize Allied to investigate Guarantor(s)' personal credit standing, financial circumstances and responsibility and authorize and instruct all persons having information concerning Guarantor(s)' credit standing, financial circumstances and responsibility to release such information to Allied, its agents, attorneys and/or employees. This includes, without limitation, authorization for Allied and its agents, attorneys and/or employees to request, obtain and use for all purposes which Allied deems necessary a copy of any credit bureau or consumer credit report of the Guarantor(s) at any time.

THE UNDERSIGNED AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS GUARANTY AND BY THEIR SIGNATURES ACKNOWLEDGE THAT THEY ARE BOUND TO KNOW THE CONTENTS OF THIS GUARANTY AND TO PERFORM AS REQUIRED HEREBY.

SIGNATURE(S) OF GUARANTOR(S):

PRINTED NAME(S) OF GUARANTOR(S):

Home Address:_____

Home Telephone Number_____

Driver's License Number_____

Email:_____

WITNESS TO ABOVE SIGNATURE(S):

Before me, _____(printed name of witness), personally appeared_____

and _____("Guarantors"), who acknowledged the execution of the foregoing Guaranty as and for the voluntary act and

deed of such persons this ____ day of _____, 20____.

Signature of Witness

Witness Address:_____

Telephone Number:_____

Email:_____