

APPLICATION FOR CREDIT

Date _____

20 _____

ISSUED TO:

POWER-HOUSE ELECTRICAL SUPPLY

(Please answer all questions. When no figures are inserted, write word "NONE")

FIRM NAME _____ TRADE STYLE _____

STREET ADDRESS _____ PHONE _____

CITY _____ STATE _____ ZIP CODE _____

FULL NAME OF OWNER OR OWNERS (OR AN AUTHORIZED OFFICER OF THE CORPORATION) LIST HOME ADDRESS & ZIP CODE FOR PARTNERSHIP OR INDIVIDUAL

PLEASE CHECK ONE	INDIVIDUAL	PARTNERSHIP	CORPORATION	FED. TAX NO. (CORPORATION)	SOCIAL SECURITY#

TYPE OF BUSINESS _____ DATE STARTED _____

ESTIMATED ANNUAL SALES _____

FORMER BUSINESS _____ LOCATION _____

OWN OR RENT BUILDING - IF RENT - FROM WHOM _____ VALUE _____

REAL ESTATE MORTGAGE _____

TRADE REFERENCES

NAME _____ ADDRESS _____ PHONE# _____

NAME OF BANK _____

STREET ADDRESS _____

CITY _____ STATE _____

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH THE FOLLOWING TERMS:

I/we understand that all invoices are payable on/or before the 10th prox as shown on each invoice. If not paid on/or before due date, the account is delinquent. If credit is granted, I/we agree to the above terms and the undersigned is/are responsible for payment of this account. You may charge reasonable attorney's fees if placed with an Attorney for collection or suit. All charges on this account are due and payable at POWER-HOUSE, Dallas County, Texas.

The above information as well as that given on the reverse side is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility.

FIRM NAME _____

BY _____

TITLE _____

BY _____

TITLE _____

TERMS AND CONDITIONS OF SALE AGREEMENT

I/we, or either of us request a credit account with Power-House Electrical Supply Corporation.

"Terms" are "Discount allowed as stated on invoice if paid by the 10th of the month following purchases, Net 25th of month, past due thereafter. All payments under the terms of each invoice are due and payable at 1211 Regal Row, Dallas, Dallas County, Texas. It is further agreed that each past due account shall bear interest at 1.5% per month, 18% per annum or maximum amount allowed by law, and if this contract is placed in the hands of an attorney, the undersigned further agrees to pay all expenses, including court costs, legal and administrative expenses, and attorney fees paid or incurred by Power-House in endeavoring to collect the sums due and owing by the company, and that the venue shall be Dallas, Texas. IT IS FURTHER UNDERSTOOD THAT IN THE EVENT SELLER DEEMS HIMSELF INSECURE OR IF THE BUYER DOES NOT MAKE A PAYMENT ON A DUE DATE, SELLER HAS THE RIGHT TO ESTABLISH NOTICE ON JOBS, TERMINATE SHIPMENT OF MATERIAL AND ACCELERATE ALL BALANCES TO BE PAID IMMEDIATELY. IN THE EVENT INVOICES ARE NOT PAID AS AGREED BUYER AGREES THAT SELLER SHALL HAVE RIGHT OF RE-POSSESSION OF ANY MATERIAL SOLD BY SELLER LOCATED ON JOB SITE(S) OR IN WHAREHOUSE OF BUYER. Buyer further agrees to give Power-House notice by certified mail requested, 30 days prior to change in ownership or incorporation.

LIMITATION OF LIABILITY

POWER-HOUSE ELECTRICAL SUPPLY SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR FACILITY, COST OF CAPITAL, CLAIMS OF CUSTOMERS PURCHASER, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONCEQUENTIAL DAMAGES WHATSOEVER. The remedies of purchasers set forth herein are exclusive and the liability of Power-House Electrical Supply with respect to any contract, or anything done in connection herewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale or use of any product covered or furnished under the contract whether in contract, in tort (including negligence and strict liability) or otherwise shall not exceed the price of the product on which such liability is based. The undersigned agrees that the information furnished on this credit application is true and correct and hereby authorizes Power-House Electrical Supply to investigate all information given and hold free from liability all creditors and other persons who may respond to inquiries on this application or furnished by credit reporting agencies. The undersigned agrees to and acknowledges acceptance of the terms and conditions contained herein and as stated on each invoice.

Signed this date _____, 20____

Signature

Title

Signature

Title

If a partnership - signature of partners If a corporation -- signature of authorized officer

APPROVAL AND COMMENT

CONTRACT OF CONTINUING GUARANTEE

In consideration of Power-House Electrical Supply Corporation (herein Power-House), now or hereafter extending credit to the named company on this Application _____ (herein the company), the undersigned do(es) hereby guarantee the timely payment of said amount (including service charges, if any) as regards all sums now owing or hereafter becoming due as regards all extensions of credit which may be granted by Power-House to the Company in the future for so long as this guarantee remains in effect as hereinafter provided.

This is intended as a contract of continuing guarantee and shall apply with respect to all past and future indebtedness due from the company to Power-House, without limitations as to the amount and shall at all times include the full indebtedness of the company to Power-House.

The liability of the undersigned for any unpaid balance shall not be affected by the compromise, settlement, extension of credit, or variation of terms affected by or with the Company and Power-House, nor shall it be necessary for Power-House TO PROCURE THE CONSENT OF THE UNDERSIGNED OR GIVEN ANY NOTICE IN REFERENCE THERETO. Regardless of the Corporate title, it shall be construed that if credit is extended, the undersigned does hereby guarantee and agree to and acknowledges acceptance of terms and conditions as stated in this contract of the continuing guarantee.

THE UNDERSIGNED WAVES NOTICE OF ACCEPTANCE OF THIS GUARANTEE, NOTICE OF NON-PAYMENT AND/or non-performance notice of the amount of indebtedness outstanding at any time and notice of any demand and/or collection proceedings against the Company.

Power-House shall have the right to proceed against us therefore at any time without any notice whatsoever and without proceedings or action against said debtor.

This guarantee is to remain in full force and effect until written notice of the withdrawal of the same has been served by the undersigned upon Power-House at its office at 1211 Regal Row, Dallas, Dallas County, Texas, by the United States Registered Mail, return receipt demanded, or by written notice of withdrawal personally served on the manager of such office provided, further, that such withdrawal in no event be effective as to new transactions until five (5) days subsequent to the actual receipt of such notice.

The undersigned further agrees to pay all expenses, including court costs, legal and administrative expenses, and attorney fees paid for or incurred by Power-House in endeavoring to collect the sums due and owing by the Company or in connection with the enforcement of this guarantee. Venue of such action shall be in Dallas County, Texas.

The obligation of all parties signing this guarantee, where more than one sign, shall be joint and several.

The benefits and obligations hereof shall extend to and bind the heirs, administrator, successors, and assigns of the respective parties hereto.

The guarantee and performance thereunder shall be construed and determined according to the laws of the State of Texas.

The undersigned have executed this contract of continuing guarantee on the _____ day of _____, 20_____.

Name _____
No Title

Name _____
No Title

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

RESALE OR EXEMPTION CERTIFICATE

To: **Power-House**
Electrical Supply Corporation

Purchaser hereby certifies to the Seller, _____
That:

1. Purchaser holds a valid Permit, No. _____, issued under the limited Sales Excise and Use Tax Act of the State of Texas, which permit has not been revoked or suspended.
2. That the tangible personal property purchased on each unshipped order heretofore given you and on each order that we shall hereafter give you, unless such order otherwise specified, and until this notice and certification is revoked by us in writing is purchased for:

- Resale, leasing or renting
- To be incorporated as an ingredient or component part of other tangible personal property to be produced for the ultimate sale at retail by manufacturing, processing or fabricating.
- Other ground of exemption:

(Note: Check whichever is applicable)

3. The general character of the tangible personal property sold, leased or rented by The purchaser in the regular course of business is:

(Note: Please describe) _____

4. The undersigned purchaser further certifies that he will assume liability for the payment of any tax that may be due under the above described Act if this is not exempt from such tax.

Dated: _____, 20____ Purchaser _____
(Company Name)

At: _____ Address _____

By: _____
(Official Title)