

Application For Business Credit



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1. Legal Business Name:*			2. Application Date:		
3. Business Type:*(select one): <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC					
4. Business Billing Address:*		City:*		State:*	Zip:*
5. Business Ship-To Address:*		City:*		State:*	Zip:*
6. Telephone Number:*	7. Fax Number:		8. Mobile Number:	9. Pager Number:	
10. Monthly Statement Required?* <input type="checkbox"/> Yes <input type="checkbox"/> No			11. Purchase Order Required?* <input type="checkbox"/> Yes <input type="checkbox"/> No		
12. Type of Invoice Required?* <input type="checkbox"/> By Mail (to billing address shown above) <input type="checkbox"/> By Email (to Email Address) _____ <input type="checkbox"/> By Fax (to Fax Number) _____					
13. SIC Code* (www.osha.gov/pls/imis/sic_manual.html)			14. NAICS Code* (www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007)		
15. Year Business Established*			16. Number of Employees		
17. Federal I.D. Number*			18. Contractor's License Number		
19. Sales Tax To Be Charged?* <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please complete and sign a Sales Tax Exemption Certificate and return with this application, or you will be charged tax.					
20. Amount of Monthly Credit Requested: _____ If more than \$10,000 is requested, please forward a copy of your most recent financial statement.					
21. Have you or any business with which you were affiliated filed any bankruptcy or reorganization proceeding within the last (10) years?* <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the name of the person or business who filed: _____ and when the filing occurred: _____					
22. Have you or any business with which you were affiliated ever had an account with Summit Electric Supply Co., Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the name of the person or business who had the account: _____ and when the account was open: _____					
23. Name of Accounts Payable Contact:*			24. Name of Person Involved in Purchasing Electrical Material:*		
Telephone Number:*	Fax Number:		Title:*	Telephone Number:*	
Email:			Email:		
25. <input type="checkbox"/> Owner(s) (If Sole Proprietor or Partnership) <input type="checkbox"/> Officer(s) (If a Corporation)					
a) Name:*			b) Name:		
Title:*			Title:		
Social Security Number:*			Social Security Number:		
Home Address:*			Home Address:		
City:*	State:*	Zip:*	City:	State:	Zip:
Home Telephone Number:*			Home Telephone Number:		

*Required Field

Application For Business Credit (2)



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26. Bank Reference(s) (Please complete at least one)					
a) Name of Bank:*			b) Name of Bank:		
Account Number:*			Account Number:		
Bank Officer Name:			Bank Officer Name:		
Address:*			Address:		
City:*		State:*	Zip:*		
Telephone Number:*		Fax Number:		City:	
Telephone Number:		Fax Number:		State:	
Telephone Number:*		Fax Number:*		Zip:	
27. Trade Reference(s) (Please complete at least three)					
a) Company Name:*			b) Company Name:*		
Account Number:*			Account Number:*		
Company Contact:*			Company Contact:*		
Email Address (if outside U.S.):			Email Address (if outside U.S.):		
Address:*			Address:*		
City:*		State:*	Zip:*		
Telephone Number:*		Fax Number:*		City:*	
Telephone Number:*		Fax Number:*		State:*	
Telephone Number:*		Fax Number:*		Zip:*	
c) Company Name:*			d) Company Name:		
Account Number:*			Account Number:		
Company Contact:*			Company Contact:		
Email Address (if outside U.S.):			Email Address (if outside U.S.):		
Address:*			Address:		
City:*		State:*	Zip:*		
Telephone Number:*		Fax Number:*		City:	
Telephone Number:		Fax Number:		State:	
Telephone Number:*		Fax Number:*		Zip:	
28. Please describe your line of business:					
29. Which Summit location will you primarily purchase from?*					
30. Would you like your delivery tickets to show pricing?* <input type="checkbox"/> Yes <input type="checkbox"/> No					

*Required Field

If ordering over the Internet, please sign and return Summit Electric Supply Co., Inc.'s credit addendum for Internet orders. Also, please complete and sign the third page of this form, Terms and Conditions.

Applicant represents and warrants that all information disclosed herein and in any documents furnished to Summit Electric Supply Co., Inc. in connection with this application for credit are true and correct.

Application For Business Credit (3)



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Terms and Conditions of Sale

In consideration of Summit Electric Supply Co., Inc. ("Summit") permitting the purchase of materials to the undersigned company or entity ("Applicant") agrees to the following terms and conditions:

1. The person(s) signing this agreement warrants and represents that they have full authority to enter this credit agreement on behalf of the Applicant. Applicant states and represents that all materials purchased from Summit will be used for commercial purposes only. The Applicant understands that the submittal of this application does not constitute a credit account until approved by Summit.
2. Applicant agrees to pay for all materials purchased from Summit by the due date according to the terms of sale stated on each invoice. All accounts are due and payable at the remittance address shown on Summit's invoice. Any prompt payment discounts offered on invoices may be taken only if the invoice is paid not later than the 10th day of the month in which it is due.
3. As allowed by applicable law, Applicant agrees to pay interest on all past due amounts. Interest shall accrue at 1½% per month on the past due balance, but not to exceed the highest amount lawfully allowed by law in the state in which this application is executed. Acceptance of any payment from Applicant without the accrued interest included shall not be deemed to be a waiver of such accrued interest.
4. Applicant agrees to pay all costs of collection, including reasonable attorneys fees that Summit may incur in connection with any collection effort that they may undertake to collect any amounts owing Summit by the undersigned.
5. No terms or conditions of purchase orders that are different from Summit terms of sale will become part of any contract unless approved in writing by Summit.
6. Applicant authorizes Summit to obtain credit and financial information concerning the Applicant at any time and from any source. As often as Summit may request, the undersigned will provide financial statements and such other financial information of the undersigned.
7. The law of the state in which the applicant's Summit branch office is located governs the terms and conditions of sale.
8. Applicant agrees to the legal or equitable action brought by Summit on this account may be brought in an appropriate court in the county and state in which the Summit office, which sold the goods or materials to the Applicant, is located and Applicant consents and agrees that said Court shall have personal jurisdiction over Applicant and that venue shall be proper in said Court. The Applicant and Guarantor(s) hereby waive their rights to a jury trial.
9. This agreement may be terminated at will by Summit without notice or demand.
10. In the event of any change in character of ownership of the Applicant's business by incorporation, or otherwise, by addition of partners, or by change in ownership of the corporation, Applicant shall immediately notify Summit in writing at the address shown on the invoice, certified mail, return receipt requested. Summit will rely on the information provided on the credit application until so notified of the change.
11. Applicant agrees to pay a service charge of \$30.00 on any check returned for insufficient funds.
12. In addition to the terms and conditions set forth herein, Applicant agrees to be bound by the terms and conditions of any other Summit documents used in the sale of goods and materials to Applicant, so long as said document is signed by Applicant, its agents or employees.

By signing below, the undersigned acknowledges its agreement to the terms and conditions outlined above.

Name of Company or Entity:* _____

Signature:* _____

Title:* _____

Name Printed:* _____

Date:* _____

*Required Field

Notice of Personal Guaranty



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IN CONSIDERATION of credit extended by Summit Electric Supply Co., Inc., to _____, hereinafter, "Obligor", and for other and further consideration, I (or We), _____, hereinafter, "Guarantor", jointly and severally as an inducement to Summit Electric Supply Co. Inc., to extend credit terms, do hereby unconditionally guaranty the payment of any and all obligations, debt and/or liabilities (including interest, costs and attorney's fees) of said Obligor which have in the past or may in the future be owing to Summit Electric Supply Co., Inc., on open account or otherwise under the same conditions.

Guarantor hereby consent(s) to Summit Electric Supply Co., Inc's. use of a non-business consumer credit report on the Guarantor(s) in connection with the extension of business credit as contemplated by the credit application submitted by Obligor to Summit Electric Supply Co., Inc. Guarantor hereby authorizes Summit Electric Supply Co., Inc., to utilize a consumer credit report on the Guarantor from time to time in connection with the extension or continuation of the business credit represented by the credit application submitted by Obligor to Summit Electric Supply Co., Inc. Guarantor as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. 1681 et. seq.

For purposes of this Guaranty, all sums owing to Summit Electric Supply Co., Inc., by Obligor shall be deemed to have become immediately due and payable if (a) Obligor defaults in any of its obligations to Summit Electric Supply Co., Inc.; (b) a Petition is filed by Obligor or on behalf of Obligor under any Chapter of the Bankruptcy Act as amended, or (c) Obligor makes a general assignment for the benefit of creditors, suspends business or commits any act amounting to a business failure.

This shall be a continuing guaranty and irrespective of the lack of any notice or consent of the Guarantor, the obligations hereunder shall not be impaired in any manner whatsoever by any (a) amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor to Summit Electric Supply Co., Inc.; (b) new agreements or obligations of Obligor with or to Summit Electric Supply Co., Inc., (c) the fictitiousness, incorrectness, invalidity or unenforceability of any instrument or writing executed by Obligor, or (d) interruptions in the business relations between Obligor and Summit Electric Supply Co., Inc.

The obligations under this Guaranty are primary and independent of the Obligor's obligations to Summit Electric Supply Co., Inc., and the Guarantor waives: (1) any right to require Summit Electric Supply Co., Inc., to proceed against Obligor or pursue any other remedy; (2) the application of any statutory provisions requiring joinder or limiting the liability of a surety, endorser or guarantor; and (3) notice of any extension, forgiveness, re-structuring or modification of Obligor's present or future indebtedness to Summit Electric Supply Co., Inc.

Notice of default, non-payment, presentment, protest, demand and all other matters to which Guarantor otherwise might be entitled, are hereby waived.

Guarantor may revoke this Guaranty as to future transactions between Summit Electric Supply Co., Inc., and the Obligor only by serving written notice upon Summit Electric Supply Co., Inc., in the appropriate court in the county and state in which the Summit Electric Supply Co., Inc., office, which sold the goods or materials to the Obligor, is located and Guarantor consents and agrees that said Court shall have personal jurisdiction over Guarantor and that venue shall be proper in said Court. Guarantor hereby waives their right to a jury trial.

Guarantor shall reimburse Summit Electric Supply Co., Inc., for all costs, attorneys fees and other expenses incurred in the collection from Obligor of any obligations guaranteed hereunder or in the enforcement of this guaranty against the Guarantor.

Dated this _____ day of _____, _____.

Signature

Printed Name

Social Security Number

Signature

Printed Name

Social Security Number

Closest Relative

Telephone Number

Addendum for Internet Orders



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The undersigned company (the "Company") desires to place orders for materials from Summit Electric Supply Co., Inc. ("Summit") through Summit's Internet on-line ordering service ("Summit's e-business site"). This document is an Addendum to the Terms and Conditions of Sale signed by the Company.

The Company agrees to pay for all materials purchased on behalf of the Company from Summit's e-business site or materials on behalf of the Company.

The Company shall be responsible for notifying Summit, in writing, of discontinuance of use of any password. Summit shall disable a password within 1 business day of receipt of the notice of discontinuance. The Company shall be responsible for all materials ordered under a password until it is disabled in accordance with this agreement.

This Addendum may be canceled by Summit at will without notice or demand. This Addendum may be canceled by the Company through a request in writing to Summit. The Addendum and all passwords will be canceled within 1 business day of receipt of the cancellation notice. The Company shall be responsible for all materials ordered on behalf of the Company until the passwords are disabled in accordance with this agreement.

The person signing this Addendum warrants and represents that he/she has full authority to enter into this Addendum on behalf of the Company.

All notices required to be sent to Summit under this Addendum should be sent to:

Summit Electric Supply
ATTN: Credit Department
P.O. Box 6409
Albuquerque, NM 87197-6409

By signing below, the undersigned acknowledges its agreement to the terms and conditions outlined above.

Name of Company or Entity: _____

Signature: _____

Title: _____

Name Printed: _____

Date: _____

Names of people authorized to order for your company:

1. First Name: _____

Last Name: _____

User Name: _____

Email: _____

Phone: _____

Fax: _____

2. First Name: _____

Last Name: _____

User Name: _____

Email: _____

Phone: _____

Fax: _____

3. First Name: _____

Last Name: _____

User Name: _____

Email: _____

Phone: _____

Fax: _____

4. First Name: _____

Last Name: _____

User Name: _____

Email: _____

Phone: _____

Fax: _____

Additional names may be listed on the reverse of this form.