Consolidated Electrical Distributors, Inc. d.b.a.

CED Bay Area
Gold Star Service Since 1957

CREDIT APPLICATION AND AGREEMENT FOR CREDIT SALES

MAIL THIS APPLICATION TO:

To **CED BAY AREA**: For the purpose of procuring and establishing credit, from time to time, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

1. APPLICANT: BUSINESS OR CORPORATION NAME					APPLICATION DATE
2. BUSINESS STREET ADDRESS			BILLING ADDRESS: STREET OR P.O. BOX		
3. CITY	STATE	ZIP	CITY	STATE	ZIP
4. BUSINESS TELEPHONE NO.	FAX NO.	E-MAIL	YEAR BUSINESS WAS ESTABLISHED		NO. OF EMPLOYEES
5. WE ARE ENGAGED IN THE BUSINESS OF:	MONTHLY STATEMENT OF ACCOUNT REQUIRED?	☐ YES ☐ NO	☐ SOLE PROPRIETOR ☐ PARTNERSHIP	☐ CORPORATION ☐ LLC	
6. CONTRACTOR'S LICENSE NO.	STATE ISSUED	A/P CONTACT NAME E-MAIL		BUSINESS BUILDING IS ☐ OWNED ☐ RENTED	

OWNERS (IF APPLICANT IS A SOLE PROPRIETOR OR PARTNERSHIP) OFFICERS (IF CORPORATION)

7. NAME	TITLE	HOME ADDRESS	HOME PHONE NO.
8. NAME	TITLE	HOME ADDRESS	HOME PHONE NO.
9. NAME	TITLE	HOME ADDRESS	HOME PHONE NO.

BANK OR SAVINGS AND LOAN ASSOCIATION:

10. NAME	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT
11. NAME	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT

APPLICANT'S PRINCIPAL CREDIT REFRENCES (LIST AT LEAST THREE)

12. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
13. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
14. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
15. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING

16. Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? WRITE ANSWERS YES OR NO

17. Are taxes owed by Applicant to any taxing authority past due? | Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years?

18. Is the Applicant or any of its Owners, Principals, Partners, Officers, or Directors, a guarantor or endorser of debts or notes owned by others?

19. Does Applicant now have a merchandise order pending with CED Bay Area? | If yes, what is the approximate amount of the order? $

APPLICANT: 1) Please complete and sign the reverse side of this form, 2) please attach a current financial statement, 3) If a contractor, please include a copy of your registration surety bond.

SPACES BELOW ARE FOR CED BAY AREA USE ONLY

P.C. NO.	P.C. MGR APPROVAL	1035	SALES TAX	D&B RATING	CREDIT APPROVAL	APPROVAL DATE

AGREEMENT

Agreement: In consideration of Consolidated Electrical Distributors, Inc. d.b.a. CED Bay Area, and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies, (hereinafter collectively Seller) extending credit to the Applicant, Applicant agrees that each of the terms and conditions of sale, which can be found at http://sales.our-terms.com/, shall be a term of the contract of each sale from Seller to Applicant. Said terms and conditions may be unilaterally amended by Seller, in its sole discretion, at any time. This Agreement and the referenced terms and conditions shall be the entire agreement between the parties (the "Agreement"). Each party agrees that the electronic signatures, whether digital or encrypted, of the Applicant included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Payment: Applicant agrees to pay for all items delivered to or at the request of the Applicant by the 15th of the month following purchase. The applicable cash discount may be taken if Seller's invoice is paid in cash not later than the 10th of the month following purchase. All accounts are due and payable at the remittance address shown on the Seller invoice. Applicant acknowledges that a monthly service charge may be issued on all sums due to Seller, which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge shall be 1.5% per month, but not to exceed the highest amount lawfully allowed by contract in the state in which this application is executed; it shall be issued on the thirty-first (31st) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees with regard to such service charges, Applicant and Seller are parties to a written contract. Applicant agrees to notify Seller in writing of any changes in ownership or status of ownership and further agrees that, notwithstanding any change in ownership, status of ownership, business form or entity, all charges incurred will remain the responsibility of Applicant unless agreed to by Seller in writing. If Applicant fails to make any payment to Seller when due, CED may, in its sole discretion: (a) reduce Applicant's credit limit or suspend its account; (b) terminate Applicant's account, in which case this Agreement shall remain in effect until payment in full of the balance, service charges, and collection costs is paid; (c) require Applicant to execute a joint check agreement to allow payment from Applicant's customer on Applicant's account; (d) accelerate Applicant's entire account balance, including service charges, to be due and payable immediately; and (e) comment legal action to collect all amounts owed to Seller. Seller may repossess and remove any such Product, where payment is outstanding, without notice or demand. Alternatively, Seller may require Applicant to assemble and allow Seller to take possession.

Miscellaneous: Seller may exercise, from time to time, any and all rights and remedies available to it under the UCC or under any other applicable law in addition to, and not in lieu of, any rights and remedies expressly granted in the Agreement, and may, without demand or notice of any kind, appropriate and apply toward the payment of such of the obligations, whether matured or unmatured, including costs of collection and attorneys' fees, and in such order of application as Seller may, from time to time, elect, any indebtedness of Seller to Applicant, however created or arising, including balances, credits, deposits, accounts or monies of such Applicant in the possession, control or custody of, or in transit to Seller. Applicant, on behalf of itself and any obligor under the Agreement, hereby waives the benefit of any law that would otherwise restrict or limit Seller in the exercise of its right, which is hereby acknowledged, to appropriate at any time hereafter any such indebtedness owing from Seller to Applicant. Jurisdiction and venue for any legal action shall be in Seller's sole discretion, including in the state and country: (a) where this agreement is signed, (b) where the materials at issue were purchased, (c) where the materials were incorporated, and (d) as otherwise provided by law. This Agreement shall be governed by and construed in accordance with the law of the jurisdiction in which Seller elects to bring an action without resort to principles of conflicts of law. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remainder of this agreement will continue in full force and effect.

Grant of Security Interest: Applicant hereby grants a purchase money security interest to Seller (i) a present and continuing first-priority Purchase Money Security Interest in all goods, inventory, equipment, and materials (including but not limited to construction related materials such as electrical materials, tools, safety accessories and related supplies) which may be sold, consigned, leased, rented or delivered by Seller, directly or indirectly, to or for the benefit of, Applicant, and all proceeds thereof, including but not limited to insurance proceeds and proceeds from sale, lease, rental, return or repossession of same (the "PMSI Collateral"); (ii) a security interest in all existing and subsequently arising accounts and accounts receivable, chattel paper, general intangibles, goods, instruments, equipment, inventory, and supporting obligations and documents, whether or not related to the PMSI Collateral. Applicant authorizes Seller to file financing statements describing the collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest. This security interest shall secure any and all obligations, of any kind, owed by Applicant to Seller, whenever incurred. In the event of default by Applicant on any such obligation, Seller shall be entitled to exercise any of the rights of secured creditors under Article 9 of the Uniform Commercial Code. Applicant further agrees to take any and all action requested by Seller to enforce any right to payment in which Seller has a security interest hereunder, at Applicant's sole cost.

Certification: BY SIGNATURE BELOW, APPLICANT EXPRESSLY AGREES TO ALL THE TERMS OF THE APPLICATION AND TO THE FOLLOWING: (1) the undersigned warrants that Applicant has read, understood, and agreed to the Agreement, and that the undersigned is authorized to execute this Agreement on Applicant's behalf; (2) Applicant authorizes Seller to obtain credit and financial information concerning Applicant at any time and from any source or the purpose of evaluating Applicant's creditworthiness in connection with this Application; and (3) **(Sole Proprietor or Partnership Only)** the undersigned expressly consents to Seller obtaining credit and financial information concerning Applicant and/or its principals at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application, and Applicant agrees to furnish Seller with sufficient information to do so.

______________________	______________________	______________________
Authorized Representative	Printed Name & Title	Date

PERSONAL GUARANTY

The undersigned, jointly and severally, in consideration of the monthly billing privileges requested by the Applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to the Seller on open-account or otherwise, including without limitation service charges. The undersigned agree to all the terms of the aforementioned Agreement. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto; and the undersigned further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this Guaranty shall affect the liability of any of the undersigned. In case Seller enforces the Guaranty, the undersigned, jointly and severally, shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after any award or judgment is entered. The undersigned, jointly and severally, agree to the same jurisdiction and venue for any legal action on this Guaranty as agreed to by Applicant above in the Agreement, with Seller having the sole right to choose among these jurisdictions and venues for any particular dispute. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder of this Guaranty will continue in full force and effect. The undersigned Guarantor(s) authorize Seller to obtain a consumer credit report on Guarantor(s) at any time and from any source for the purpose of evaluating their creditworthiness. Each party agrees that the electronic signatures, whether digital or encrypted, of the Guarantors included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Signed by:	Signed by:
______________________	______________________
Guarantor	Guarantor
Name: ______________________	Name: ______________________
Address: ______________________	Address: ______________________
______________________	______________________
SSN: ______________________	SSN: ______________________