

Pomona Wholesale Electric

2120 South Reservoir
Pomona, CA 91766
(909) 591-8100
(909) 627-9433 Fax

Welcome to Pomona Wholesale Electric.

Enclosed you will find our credit package. Please complete our Credit Application and Credit Authorization in full and have them signed by a principal or officer of your company.

Your interest in material and service is appreciated and we thank you for your cooperation in the above matter.

If you have any questions, feel free to contract our Credit Manager in our Pomona branch. The phone number there is (909) 591-8100. The fax number there is (909) 627-9433.

Sincerely,

POMONA WHOLESALE ELECTRIC

ES/rlk

APPLICATION FOR CREDIT

FOR THE PURPOSE OF OBTAINING MERCHANDISE ON CREDIT, THE FOLLOWING STATEMENT IS MADE AND SHOULD BE RELIED ON AS BEING TRUE

PLEASE PRINT OR TYPE - ANSWER ALL QUESTIONS IN FULL

GENERAL INFORMATION

Business Name: _____ Business Phone () ____ - ____

Mailing Address: _____ Business Fax () ____ - ____

City/State/Zip: _____ Cell Phone () ____ - ____

Shipping Address: _____ Business Type: _____

City/State/Zip: _____ Tax Resale Number: _____

Contractors License Number: _____ Years In Business: _____

Is Business Incorporated? ____ (If incorporated, a financial Statement is **REQUIRED**)

Credit Limit Desired: _____ Tax ID Number: _____

List Two Names of Officers or Partners/Owners:

1) _____ 2) _____

Full Name of Owner or President: _____ Date of Birth: __/__/__

Home Address: _____ Home Phone () ____ - ____

City/State/Zip: _____ Home Fax () ____ - ____

Social Security Number: _____ Drivers License _____ ST ____ EXP __/__/__

BANK INFORMATION

(If less than one year with present bank, list previous bank(s))

<u>BANK NAME</u>	<u>ADDRESS (City/State/Zip)</u>	<u>Phone# / Fax#</u>	<u>Account #</u>	<u>Account Type</u>
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1) _____

2) _____

3) _____

INVOICING / STATEMENTS

How do you wish to receive your invoice copies? __Download __ Mail __ Fax __ E-mail to: _____

How do you wish to receive your statements? __Download __ Mail __ Fax __ E-mail to: _____

PROMOTIONAL MAILING

Please attach a list of contacts with titles to receive promotional mailing or indicate here to be excluded

REFERENCES – Active Accounts (List ONLY those from whom you buy on an open basis)

<u>NAME</u>	<u>ADDRESS (City/State/Zip)</u>	<u>Account #</u>	<u>Phone Number</u>	<u>Fax Number (Preferred)</u>
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____

PURCHASE ORDERS

Does your company require a purchase order on all invoices? _____

Does your company use blanket purchase orders? _____ If yes, please detail _____

AUTHORIZED SIGNERS

Note: If the authorized signers to your account are limited, please be aware that we use the utmost caution for allowing person(s) to charge material but at times it is hard to be certain if a person should be allowed to charge. Personnel changes make maintaining a comprehensive list of authorized signers very difficult. One of the best ways for you to control purchases to your account is to use only written purchase orders with an authorized signature, the current date and the material required on the purchase order.

FIRST/LAST NAME

DOLLAR AMOUNT LIMIT (If any)

- 1) _____
- 2) _____
- 3) _____
- 4) _____

(Attach additional sheets if necessary)

CONTINUING PERSONAL GUARANTEE

For _____ and _____ in consideration of selling any goods or materials to _____ on open account or otherwise by Pomona Wholesale Electric of which is hereby acknowledged, I _____ personally will continually guarantee unconditionally at all times to you the payments of any / and / all indebtedness incurred with respect to Pomona Wholesale Electric, together with interest therefore and cost of collections including reasonable attorney fees and court costs. I also authorize the release of individual credit information.

Signature: _____

Place: _____

Date: _____

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Attention: Credit Department

I, _____, as a
principal or an officer of

_____,
authorize the release of any credit information needed for the purpose of obtaining
and maintaining credit with Pomona Wholesale Electric. A facsimile or photo copy
of this document should be treated as an original.

Signature: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF SALES
PLEASE READ CAREFULLY BEFORE SIGNING

By signing this credit application, you ("Buyer") agree that the following terms and conditions will apply to all sales from Pomona Wholesale Electric ("Seller") to Buyer:

Payment. All payment terms shall be stated in the invoices that will accompany each sale and payment thereon shall constitute acceptance of the terms. Failure to make payment timely in accordance with the invoices shall be deemed a material breach of these terms and conditions by Buyer.

Taxes. Buyer will reimburse Seller for any taxes which Seller may be required to pay or collect under any existing or future law arising from the sale, purchase, manufacture, delivery, storage, processing, use, consumption, or transportation of the goods sold to Seller.

Warranty. Seller warrants that all products sold for one year from the date of shipment to Buyer to be free from defect, but not against damage caused by accident, abuse or abnormal use. Seller's warranty is limited to the replacement or repair of the product, at Seller's sole discretion, if the product upon inspection is found to be defective. Prior to making any claim under this warranty, Buyer must provide Seller with written notice of the purported defective product(s) and reasonable opportunity to complete its warranty obligations. If Buyer in anyway modifies the products, Seller's warranty shall be void. Seller neither certifies nor warrants the performance, compatibility, or suitability of the products which incorporate components of other manufacturers. Buyer waives and Seller disclaims any claims for liability for special, consequential or liquidated damages. If it is necessary to return any of the products subject to this warranty to Seller, Buyer agrees not to make any deductions from payments due to Seller while warranty claims are in process. Any expense incurred for replacement or repair without notice to Seller shall not be reimbursed. Seller shall not be liable for delay or failure in performance due to circumstances outside Seller's reasonable and actual control.

SELLER MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS OF ANY PRODUCT SOLD PURSUANT TO THIS CREDIT APPLICATION EXCEPT AS EXPRESSLY STATED HEREIN.

Shortages, damage in transit, claims. All claims for damage and shortages must be made at once upon receipt of the goods by the undersigned and will be filed with the carrier handling the shipment. Claims resulting from discrepancies between invoiced quantities and actual quantities received due to error by Seller must be made by Buyer in writing within sixty (60) days of the invoice date. Any claim not presented within sixty (60) days of the invoice date is waived and delivery of invoiced quantities is conclusively presumed. All disputes to invoices or invoiced terms will be made by the undersigned in writing within sixty (60) days of invoice date. Disputes could include, without limitation, incorrect pricing, material discrepancies, freight, handling, restocking charges, rebates not received, returned materials, and incorrect account number or purchase order number. Any such dispute not presented by the undersigned within sixty (60) days of the invoice date is waived and payment of the invoice is expected in full. All returns are subject to prior written approval by Seller. Unless waived in writing by Seller, a fifteen percent (15%) restock charge will be assessed upon return of materials. Special orders are not returnable and are subject to the manufacturers' terms.

Shipments. Seller reserves the right to make partial shipments and invoice Buyer separately for each shipment. All shipment shall be subject to approval by Seller. If Seller has reasonable belief that Buyer is unable to fulfill its payment obligations, Seller may require advance payment or other security for payment satisfactory to Seller, and Buyer shall agree to those changed terms.

Cancellations, changes. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges of ten percent (10%). Orders in process may be changed only with Seller's written consent and upon agreement as to the adjustment in price.

Collection. In the event of litigation and/or arbitration between or among the parties to this credit application arising under or relating to this credit application, the prevailing party will be paid its attorneys' fees and costs by the losing party. The term, "Prevailing Party" will include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fee award will not be computed in accordance with any court fee schedule, but will be in an amount to fully reimburse all attorneys' fees and costs reasonably incurred in good faith. Unpaid balances shall accrue interest at a rate of 1.5% per month, which interest becomes part of the principal balance due when not paid in the following month.

Jurisdiction, venue, governing law. Buyer and Seller consent to and agree that the proper jurisdiction and venue for any dispute between Buyer and Seller shall be either (1) the Superior Court of in the County of California in which the products sold are incorporated into a work of improvement or (2) the Superior Court of California for the County of San Bernardino. All disputes between the parties and this credit application shall be subject to California law.

NOTE: ***MUST*** BE SIGNED BY A PRINCIPAL OF THE COMPANY

SIGNED BY: _____

TITLE: _____

DATE: _____