



# Electrical Wholesalers Inc.

8601 Ritchie Drive, Capitol Heights, MD 20743  
Tel. 301-333-5990 • Fax 301.333.5994

## PURCHASE AND CREDIT AGREEMENT

Please Answer All Questions

ACCOUNT #:

Introduced By: (EW Sales Person and/or Branch Location): \_\_\_\_\_ Date: \_\_\_\_\_

Account Name of Buyer: \_\_\_\_\_ TEL: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

Billing Address: \_\_\_\_\_  
Street City State Zip Code

Street Address if Billing is a P.O. Box: \_\_\_\_\_  
Street City State Zip Code

How Long in Business or Date Established: \_\_\_\_/\_\_\_\_/\_\_\_\_  LLC,  Sole Proprietorship,  Partnership,  Corporation Federal ID#: \_\_\_\_\_

Business Premises: Rented \_\_\_\_\_ Owned \_\_\_\_\_ In Whose Name \_\_\_\_\_

List all members of LLC's, all partners or partnerships or officers of corporations below

1. \_\_\_\_\_  
Name of Officer/Partner/Member Title Social Security Number

Home Street Address City State Zip Code (\_\_\_\_) Area Code Telephone

2. \_\_\_\_\_  
Name of Officer/Partner/Member Title Social Security Number

Home Street Address City State Zip Code (\_\_\_\_) Area Code Telephone

**PLEASE SIGN THE REVERSE SIDE WHERE INDICATED, BY "X"**

Exact Name on Bank Account: \_\_\_\_\_ Account #: \_\_\_\_\_

Bank Name: \_\_\_\_\_ TEL: (\_\_\_\_) \_\_\_\_\_  
Area Code

Bank Contact Name: \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
Area Code

Bank Address: \_\_\_\_\_  
Street City State Zip Code

**Credit References** – Concerns with whom you have done business for at least one year. Include a minimum of one electrical distributor.

Company Name	Address	Tel.	FAX
1. _____	_____	(____) _____ Area Code	(____) _____ Area Code
2. _____	_____	(____) _____ Area Code	(____) _____ Area Code
3. _____	_____	(____) _____ Area Code	(____) _____ Area Code

Terms and conditions printed on the reverse side shall constitute this agreement to purchase and shall bind and inure to the benefit of the successors and assigns of the parties hereto.

So that we may accurately set up our records, please complete the following:

1. Shipping Address (if different than billing address) and any special instructions:

\_\_\_\_\_

2. Invoice Delivery: *Email or FAX for Fastest Delivery*  EMAIL  FAX  US Mail Do you want prices to appear on your packing slips?  YES  NO

3. Estimated "DOLLAR" amount of "MONTHLY" purchases from Electrical Wholesalers, Inc. \$ \_\_\_\_\_

"Electrical Wholesalers, Inc. shall not be limited in its extension of credit to the estimated dollar amount as stated hereinabove in No. 3, should it decide hereafter to extend credit in excess of said estimated dollar amount of monthly purchases, or should it decide to extend credit in excess of any initial credit limit."

Is your account taxable?  YES  NO If NO, please attach the appropriate exemption certificate. \_\_\_\_\_

4. Type of Business (check more than one if applicable)

- |                                    |   |                           |                       |
|------------------------------------|---|---------------------------|-----------------------|
| 1. ___ Electrical Contractor       | 4. ___ Maintenance, i.e., school, hospital, insurance, bank, commercial and factory | 6. ___ Government         | 9. ___ HVAC, Plumbing |
| 2. ___ Building/General Contractor |   | 7. ___ Architect/Engineer | 0. ___ Voice/Data     |
| 3. ___ Industrial O.E.M.           | 5. ___ Retail   | 8. ___ Other _____        |                       |

5. Name of current Authorized Buyers/Purchasing Personnel (Please update immediately with any changes.)

\_\_\_\_\_

6. Ordering Information (check all that apply)  PO#  Release #  Job Name  Pick-up Personnel Name

7. Names of additional personnel you wish to receive information on new products, our newsletter, and special promotions that we offer: (include address if different from billing address listed above)

Name	Title
_____	_____
_____	_____

8. Do you want a salesman to call?  YES  NO

Office Use Only

UC \_\_\_\_\_ CL \_\_\_\_\_ MIA \_\_\_\_\_ COLL# \_\_\_\_\_

**ELECTRICAL WHOLESALERS, INC. – TERMS AND CONDITIONS OF SALE**

1. All sales are expressly conditional on Buyer's agreement to the Standard terms and conditions hereinafter set forth. No additional or different terms apply unless expressly agreed to in writing by Electrical Wholesalers, Inc. ("Seller"). Seller hereby gives notice of its objection to any different or additional terms. The terms and conditions shall be binding upon the initial order and upon all future orders, notwithstanding the fact that separate terms and conditions will not be signed for each other.
2. All sales are made f.o.b. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction, provided that the timeliness of any payment bond claim or Mechanic's Lien shall be measured from the Sellers last shipment. Buyer has risk of loss after delivery at f.o.b. point.
3. Shipping dates are approximate and will determine the date that seller has all the necessary information available which is required to process the order. Orders are accepted with the understanding that Seller is not obligated to make deliveries by any specific dates and assumes no liability for damages due to delay in filling the same. If delivery dates are specified, they cannot be guaranteed and are estimates only Seller shall not be liable for late deliveries or nondeliveries due to fires, floods, wars, governmental action, civil commotion, strikes, labor trouble or interfering with production, delivery, transportation or acceptance of its goods. Quantities so affected may be eliminated without liability, but the orders shall otherwise remain unaffected. If by reason of any such cause provided for herein the Seller's supply and materials specified in Buyer's order shall be limited, Seller shall have the right to allocate its available supply to any other purchase(s), without liability.
4. Price quotations will not contain any States Sales Tax and/or freight charges, unless expressly indicated otherwise in writing, and the tax shall be added where applicable.
5. The goods sold hereunder are sold with all faults and "AS IS". All warranties, express or implied, including any warranties of merchantability, usage of trade and fitness for a particular use are disclaimed. Any goods sold at any Electrical Wholesalers location, which goods are picked up in the name of the Customer, shall be presumed to have been authorized by the Customer to be picked up.
6. If in Seller's sole judgment Buyer's credit shall become impaired at any time, Seller shall forthwith have the right to decline to make shipments hereunder except for cash in advance until such time as said credit has been reestablished to Seller's satisfaction. Seller reserves the right to require full payment in cash before shipment or delivery. Seller, to the full extent permitted by law, reserves the right to reclaim goods where the Buyer's credit has become impaired.
7. Orders may be canceled by the Buyer only if agreed to, in writing, by Seller and upon payment of reasonable charges based upon reasonable profits, expenses already incurred, commitments made by Seller, and restocking charge.
8. Seller shall not be liable for back charges incurred by Buyer for any cause or reason, including, but not limited to, delay caused by Seller. In no event shall Seller be liable for prospective or speculative profits, or special, indirect or consequential damages. The remedies of Buyer set forth herein are exclusive and the liability of Seller with respect to any contract or sale or anything done in connection therewith, whether in contract, tort (including Seller's negligence), under any warranty or otherwise, shall not exceed the price of the product on which liability is based.
9. Any controversy or claim arising out of or relating to the sale of goods, materials, equipment, etc., from Seller to Buyer, except for issues of non-payment described hereafter, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The venue of any such arbitration shall be designated by Seller at a locale within the State of Connecticut. All claims relating to non-payment may, at the option of Seller, be adjudicated by any court of competent jurisdiction.
10. The costs of any arbitration fees and/or expenses shall be added to the outstanding amount due Seller in addition to interest and attorneys' fees and costs. In any action commenced by Seller, whether on the arbitrator's award, a lawsuit in a court of competent jurisdiction or otherwise, Connecticut State Law shall govern and Buyer waives the defense of lack of personal jurisdiction.
11. To full extent permitted by law, Buyer waives the right to interpose or assert any counterclaim in any action or arbitration by Seller to enforce payment of its invoices.
12. Unless specifically stated, the prices of goods do not include any sales, use or other taxes or charges payable to federal, state or local authorities. Any such taxes or charges now or hereinafter imposed with respect to sales or shipments hereunder will be added to such prices.
13. Only a corporate officer of seller shall have the authority to modify or alter the terms of any purchase order of seller. No sales representative of Seller has authority to alter, vary or waive any of the terms and conditions contained herein.
14. No claims shall be allowed or credits given for goods or materials returned without Seller's authority and no claims shall be made or allowed later than ten (10) days after receipt of the merchandise by the Buyer (nor shall any claims be greater in amount than the purchase price of the goods in respect of which such claim is made). Unless Buyer shall have made a claim in writing by certified mail return receipt requested within said ten (10) days, Buyer shall have waived its rights to allege same and shall be liable for full payment thereon. In the event that any merchandise is timely rejected by the Buyer for just cause, the Seller may replace any goods found to be defective, within a reasonable period. Buyer agrees that in consideration of this agreement, that any claim of any kind by Buyer against Seller based on or arising out of this agreement, order, sale or delivery of goods, shall be barred unless asserted by Buyer by the commencement of an arbitration within one (1) year after the delivery of the goods or other event, action or inaction to which such claim relates. This provision shall survive any termination of this agreement, however arising.
15. All sales are final and no merchandise may be returned unless consented to by Seller. Buyer agrees not to backcharge Seller or take a credit against any amount owed Seller for any reason without first obtaining written authorization.
16. Any cash discount allowed and the terms of same will be printed on Seller's invoice and Buyer agrees not to take any such discount unless Buyer has complied with said terms and not to deduct any greater amount than allowed. Payment in full must be made no later than the last day of the month following the month of the purchase and failure of Buyer to make timely payments shall constitute a default. Any invoice unpaid as of the last day of the month following the month of any purchase shall be subject to the highest service charge and interest rate allowed by law. Buyer agrees, if in default, to pay all costs of collection, including attorneys' fees as provided below, together with any interest on any unpaid balance at the highest rate allowed by law.
17. In the event Buyer defaults in payment of any invoice, all remaining unpaid invoices shall immediately become due and payable without notice, together with, in the event an attorney is used to effect collection, reasonable attorneys' fees and costs.
18. In the event Buyer does not pay when due, past due amounts are subject to service charges of 1 ½% per month or the maximum amount permitted by law.
19. I hereby authorize my bank and other creditors to release credit information to the Seller. The undersigned hereby represents that all information on the reverse side hereof is true and that said representations are made for the purpose of obtaining credit from Electrical Wholesalers, Inc. and in return for the extension of credit, the undersigned hereby agrees to all of the foregoing terms and conditions.
20. This is a commercial transaction and in accordance with the applicable provisions of the Maryland General Statutes. THE BUYER ACKNOWLEDGES THAT IT HAS THE RIGHT, SUBJECT TO CERTAIN LIMITATIONS, TO NOTICE OF AND HEARING ON THE RIGHT OF ELECTRICAL WHOLESALERS, INC. TO OBTAIN A PREJUDGMENT REMEDY, SUCH AS ATTACHMENT, GARNISHMENT OR REPLEVY UPON COMMENCING ANY LITIGATION AGAINST THE BUYER, NOTWITHSTANDING THE FOREGOING, PURSUANT TO THE CONNECTICUT GENERAL STATUES 52-278F, THE BUYER HEREBY WAIVES ALL RIGHTS TO NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER IN CONNECTION WITH THE ASSERTION BY ELECTRICAL WHOLESALERS, INC. TO ANY PREJUDGMENT REMEDY TO COLLECT THE OBLIGATION INCURRED HEREUNDER OR TO ENFORCE ITS RIGHTS HEREUNDER.

Buyer: \_\_\_\_\_ By: **X** \_\_\_\_\_  
Print Name of Officer or Principal or Member Full Signature Required  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTINUING GUARANTY**

I, the undersigned, do hereby agree that in consideration of Electrical Wholesalers, Inc. and/or its subsidiary or associated companies making delivery of any and all goods, materials, merchandise and/or equipment which may be ordered and/or delivered to the above Buyer, do hereby guaranty personally, irrespective of any representative title annexed to my signature, and agree to assume liability for the payment of all bills rendered or to be rendered which are not paid promptly by the Buyer, its subsidiaries, successors, assigns, affiliates, officers and/or directors, when due. I do expressly waive notice of sale and delivery of any goods, materials, merchandise and/or equipment to the said purchase, notice of nonpayment thereof, notice of extension of time for the payment of any and all goods, wares, merchandise and/or equipment and notice of presentment and protest of any notes or other evidences of indebtedness received by Electrical Wholesalers, Inc., and/or indebtedness of the purchasing corporation or company without in any way changing, releasing or discharging me from my obligations hereunder This guaranty shall remain in full force and effect until a revocation by registered mail is sent to and received by Electrical Wholesalers, Inc., and thereafter until any and all claims for payment have been settled or otherwise discharged in full.

Guarantor – full signature required, no title: **X** \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name, No Title: \_\_\_\_\_  
Street Address City State Zip Code

Guarantor – full signature required, no title: **X** \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name, No Title: \_\_\_\_\_  
Street Address City State Zip Code

**Place in Envelope and Mail To:**



**Electrical Wholesalers Inc.**

**8601 Ritchie Drive  
 Capitol Heights, Maryland 20743**