

BEACON ELECTRICAL DISTRIBUTORS, INCORPORATED

461 RIVERSIDE AVENUE
MEDFORD, MASSACHUSETTS 02155
BUSINESS CREDIT APPLICATION

PHONE # 781-395-3888

FAX # 781- 395-0544

Date: _____

Minimum Credit Line Requested: _____

Legal Name of Business: _____ (“Customer”) DBA: _____. Address: _____
City: _____ State: _____ Zip: _____ Business Phone: _____

Fax #: _____ Fed Tax Id # _____ Email address: _____.

The following information must be completed in full and will be used in connection with our decision to grant or deny credit. Type of Business: Corporation Partnership Sole Proprietorship LLC Limited Partnership Trust _____ Years in Business _____ Date of Incorporation _____.

Have you ever filed bankruptcy? _____. Builder's License No. _____.

Name and Address of Headquarters: _____

Nature of Business: _____ Date Started: _____

Invoices Required? Yes No

Monthly Statement Required? Yes No

Your estimated annual sales/revenue? \$ _____

Estimated monthly electrical product purchases \$ _____

Number of employees _____ Office _____ Field _____ Duns # _____

Taxable Non Taxable If tax exempt, tax exempt certificate must be provided.

Are the owners also involved in any other business? Yes No If yes Name(s) of business(es) _____

Who should BEACON contact regarding purchasing? _____

NOTE: UNLESS YOU ADVISE US OTHERWISE IN WRITING, ALL EMPLOYEES OF YOUR BUSINESS ARE AUTHORIZED TO CHARGE ON THIS ACCOUNT

Special Billing Instructions: _____

Principals: Full Name Home Address & Phone# Position Social Security#

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

SUPPLIERS REFERENCED: Name Address & Phone# Account#

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

Banking(Checking) _____
Name and Account #'s

Banking(Savings) _____
Name and Account #'s

TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY OF TERMS AND CONDITIONS:** These terms and conditions of sale shall control all sales to the customer, including but not limited to; all direct shipment sales arranged by or through BEACON ELECTRICAL DISTRIBUTORS, INCORPORATED, (“BEACON”) whether materials are delivered by or through BEACON; all sales billed to separate job accounts; and any other sale of that kind made to the customer by BEACON. **THE TERMS SET FORTH IN THIS APPLICATION AS WELL AS THOSE ON BEACON'S INVOICES, OTHER CONTRACTS, DELIVERY RECEIPTS AND/OR STATEMENTS GOVERN ALL**

TRANSACTIONS BETWEEN THE PARTIES. Terms and conditions set forth in any document supplied by Customer shall be null and void and are hereby specifically rejected.

2. **QUOTES/SHIPPING:** All sales are subject to the terms set forth herein. All orders are based upon written quotation, and, if both received within (30) days from date of the quotations, and accepted by BEACON, will be billed at the price quoted. All prices are FOB shipping point unless otherwise specified in writing by an agent of BEACON. The price quoted are subject to additional Federal, State and local taxes.

3. **SHIPPING DELAY/DEFECTS:** On all orders placed for stock, out of stock and special-order materials, where the delivery date is delayed due to manufacturers shipping error, or any other error, customer shall hold BEACON harmless for any delay and agrees to make payment in full for said goods. Customer further agrees that BEACON will not be responsible for any manufacturers shipping defect or any injury to person(s) as a result of such defect and shall indemnify and hold BEACON harmless for any licenses, claims, and attorney fees directly or indirectly arising therefrom.

4. **INSPECTION:** **All materials delivered must be examined and inspected by the customer upon receipt. Any claim of shortage and/or change must be made in writing at the time of delivery. Where customer and/or his agent is unable to examine and inspect material upon receipt, customer should notify BEACON in writing and all claims must be made within (3) working days of delivery. Any claim made after the prescribed period will be honored only as determined at BEACON's sole discretion.**

5. **RETURNS:** Stocked items which are defective when received may be returned within ten calendar days without prior authorization for credit or replacement. Credit for properly returned stock items will be given provided said material is received in the same condition as sold. Non-stock items cannot be returned without prior written authorization. Restocking charges imposed by the manufacturer will be charged to the customer. Credit for properly returned non-stock items shall be given when BEACON receives credit from the manufacturer. Materials ordered by BEACON incorrectly and/or shipped incorrectly by the manufacturer and returned to BEACON will not be subject to restocking charge. All returns must be accompanied with an original invoice number of purchase reference and a reason for the return. Any non-defective item timely returned is subject to Beacon's restocking charge of ____%.

6. **ALL FUTURE SALES SUBJECT TO CONTINUED CREDIT APPROVAL:** Customer's present and future orders are accepted by BEACON subject to approval and nothing contained herein shall either obligate or commit BEACON to extend credit at any future time. Customer covenants that at the time that each purchase is made, that the applicant/customer is solvent and able to pay timely pay its bills when due and makes said representations with the intent that BEACON relies on same.

7. **LIMITATION OF REMEDIES:** Customer agrees that the sole remedy for any **default** arising out of the sale and/or purchase of all goods/materials purchased from BEACON shall be the return of said materials for credit or replacement as provided for in Paragraphs 4 and 5 above. Customer expressly waives any right to seek or recover consequential and/or incidental damages.

8. Customer hereby grants BEACON a purchase money security interest in all goods and materials and proceeds therefrom which it has or will purchase from us, including, but not limited to inventory, and equipment and proceeds therefrom ("Collateral") with all the rights of a secured creditor under the UCC. The security interest herein granted shall secure the purchase price of all obligations of the Customer now due and which may become due to us, including interest, costs of collection and attorney's fees as set forth above. The Customer irrevocably authorizes BEACON as its attorney-in fact to sign and file at any time and from time to time in any Uniform Commercial Code jurisdiction, any UCC financing statement and/or amendments thereto on its behalf. The Customer hereby grants BEACON an irrevocable power of attorney for execution and/or recording any documents to protect its security interest and grants BEACON all the rights and remedies provided to secured parties under Article 9 of the Uniform Commercial Code as enacted in Massachusetts. In the event of a default by the Customer or the Guarantor(s), Customer grants hereby BEACON the right to reclaim all goods, including inventory and/or equipment sold by it to the Customer pursuant to said security interest. **THE CUSTOMER HEREBY SUBORDINATES ALL OF ITS EXISTING AND FUTURE HOMESTEAD RIGHTS TO ANY JUDICIAL AND/OR STATUTORY LIEN OBTAINED AND/OR RECORDED TO SECURE PAYMENT OF ANY CURRENT AND FUTURE DEBT OR OBLIGATION OF THE CUSTOMER TO BEACON. THE CUSTOMER HEREBY GRANTS AN IRREVOCABLE POWER OF ATTORNEY AND IRREVOCABLY AUTHORIZES BEACON AS ITS ATTORNEY IN FACT TO SIGN AND RECORD ON ITS BEHALF AT ANY TIME AND FROM TIME TO TIME IN ANY JURISDICTION ANY DOCUMENT WE DEEMS NECESSARY TO AFFECT THE SUBORDINATION OF ITS HOMESTEAD RIGHTS AS SET FORTH ABOVE. THE CUSTOMER'S SUBORDINATION OF HOMESTEAD RIGHTS CONSTITUTES MATERIAL CONSIDERATION FOR THE EXTENSION OF CREDIT.**

9. **CHOICES OF LAW AND FORUM:** The Customer hereby submits himself/herself/itself to the personal jurisdiction of Massachusetts and consents to be sued in Massachusetts and further agrees that any litigation brought against BEACON must be brought in a Massachusetts State Court.

10. **ATTORNEYS AND FEES:** On all matters referred to BEACON's attorney for collection of any balance due and as to any dispute arising hereunder, customer agrees to pay all reasonable attorney fees, to the fullest extent permitted by law, plus all court costs, filing fees, sheriff's fees and other costs of collection. At BEACON's sole discretion, attorney fees can be computed on a contingency basis and that in such circumstances a contingency fee of 33 1/3% is a reasonable attorney fee. All checks returned unpaid for any reason shall be subject to a service charge of \$40.00.

11. **INTEREST:** customer, agrees that any unpaid balances thirty (30) days past due from the invoice date shall be charged 1 1/2% interest per month from date of invoice (18% per annum).

12. **EXCLUSION OF WARRANTIES:** BEACON makes no guaranties or warranties of any kind whatsoever, including warranties of merchantability or fitness for purpose, either express or implied, on goods sold by it. Customer assumes all risk and liability for the results obtained in the use of any goods sold by BEACON. BEACON shall not be held liable for any consequential and/or incidental damages resulting from defective or unfit goods or shipment delays or cancellations. The only warranties provided on goods sold are the warranties provided by the appropriate manufacturer.

13. **TITLE TO UNPAID GOODS:** Title for all goods and/or materials remain with BEACON until Customer has paid in full for same. Should Customer voluntarily or involuntarily file bankruptcy or take any other action to avoid making payment in full, customer agrees to promptly return any materials in the same condition as when received directly or indirectly from BEACON. Customer shall keep all goods and or materials fully insured and insure BEACON as a loss payee on all policies of insurance until BEACON has been paid in full.

14. **RISK OF LOSS:** If BEACON uses an independent carrier, then the shipment terms shall govern risk of loss, if the shipment terms are ambiguous, then the contract shall be deemed a shipment contract for the purposes of determining risk of loss. If BEACON does not use an independent carrier, risk of loss of any goods and/or materials shall pass to the customer as soon as the said goods and/or materials are delivered to the customer at its place of business or any place designated by the customer for delivery.

15. **AUTHORIZATION TO INVESTIGATE CREDIT:** Customer warrants and represents that all information provided herein is true, accurate and complete. The undersigned individual, recognizing that his or her credit history may be a factor in the evaluation of the credit history of Customer, authorizes the obtaining and use of personal consumer credit bureau reports on the undersigned individual at BEACON and its agents, employees and attorney's sole discretion, and hereby indemnifies and holds harmless BEACON, its agents, employees and attorneys from any loss, claim and/or costs resulting from same. Further, Customer authorizes BEACON, its employees, agents, attorneys and representatives, to make all inquiries it deems necessary to verify the information provided above, including credit report information, regarding each or every person or entity that is party to this transaction and the principals of the entity applying for credit. In connection with such inquiries, the customer hereby authorizes the release of credit information to BEACON by all credit reporting agencies, banks and creditors of the customer. The customer authorizes the obtaining and use of personal consumer credit bureau reports on the undersigned individual at BEACON and its agents, employees and attorney's sole discretion, and hereby indemnifies and holds harmless BEACON its agents, employees and attorneys from any loss, claim and/or costs resulting from same. The undersigned agrees that BEACON its agents, employees and attorneys may provide any such credit information to others without the undersigned's prior consent. This authorization is continuing in nature and shall remain in effect during the full terms of this agreement.

16. **SINGLE AGREEMENT:** Customer agrees that all goods and/or materials sold to customer on account constitute a single interdependent contract subject to the terms and conditions set forth herein.

17. **COMMERCIAL TRANSACTION:** Customer acknowledges that *this is a commercial transaction relating solely to its business and* that all goods and/or materials sold to customer hereunder shall be for commercial and/or business purposes only and will not be used for personal, family and/or household purposes.

18. **NOTIFICATION:** Customer agrees to notify BEACON in writing of the name and address of the general contractor, name and address of the project owner, and the location of any project immediately upon request by BEACON.

19. **MECHANIC'S LIEN:** Customer hereby agrees to cooperate with all requests made by BEACON or procedures taken by BEACON in any attempt to attach and perfect a mechanic's lien. Customer acknowledges and agrees that BEACON has no obligation to waive or subordinate any lien obtained under the mechanic's lien law absent payment in full for materials used on that particular property. Further, customer agrees to pay legal fees and

court costs, including but not limited to recording fees, incurred by BEACON, whether reasonable or unreasonable while attaching, perfecting, enforcing any mechanic's lien.

20. **COMMERCIAL WAIVER:** The customer, through its initials set forth below, acknowledges and understands that in the event of a default of any payment due for materials purchased on credit under this agreement BEACON may elect to pursue a prejudgment attachment, garnishment and/or replevin pursuant to its rights under applicable statutes to attach, garnish and/or replevin property of the customer sufficient to satisfy an eventual judgment for collection of past due amounts. The customer further acknowledges that (1) that it may have certain rights with regard to notice, demand, and/or hearing with regard to any such prejudgment remedy sought by BEACON; (2) that it may have rights of set-off, redemption and counterclaim and (3) with full knowledge of such rights and in order to induce BEACON to extend it credit customer hereby voluntarily waives each of those rights as well as any right to notice and hearing in connection with any prejudgment remedy sought against BEACON and agrees that BEACON may seek and waives any and all objections to the court allowing any prejudgment attachment, and/or replevin without providing it either notice: or hearing prior to issuance of any writ of attachment and/or replevin.

X _____
Initials of customer attesting to the reading and understanding of the above waiver.

21. **WAIVER OF JURY TRIAL:** The customer hereby waives its right to a jury trial in any court and in any suit, action or proceeding on any matter arising from, concerning and/or related to this application for credit and any transactions between the parties to this agreement.

X _____
Initials of customer attesting to the reading and understanding of the above waiver.

Unless, the customer notifies us in writing by certified mail return receipt requested which is received by us no later than thirty days prior to the transfer of the ownership of the customer, the customer shall remain liable for all its own debts and jointly and severally liable for the debts of the new Owner. If the undersigned breaches his/her/its obligations hereunder, the undersigned, the customer and the new owner of the customer or successor entity or person shall be jointly and severally liable to BEACON for all balances due and owing at and from the time of the transfer. In no event may the balances due and owing from the customer be transferred to any other person or entity without our express written consent, which may be withheld at our sole discretion. The invalidation of any part hereof shall not act as an invalidation of the whole hereof and all not invalidated parts shall be enforceable.

Facsimile and email transmission of signature is enforceable as an original signature. **THE UNDERSIGNED ACKNOWLEDGES THAT EACH OF THE ABOVE REPRESENTATIONS, COVENANTS, SUBORDINATIONS AND WAIVERS HAVE BEEN KNOWINGLY AND VOLUNTARILY MADE AND THAT EACH IS A MATERIAL TERM AND CONDITION IN OUR DECISION TO EXTEND CREDIT. THE UNDERSIGNED ACKNOWLEDGES READING AND FULLY UNDERSTANDING EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND SIGNS THIS CONTRACT KNOWINGLY AND VOLUNTARILY.**

Witness our hands and seals this ____ Day of _____, 20__.

By: _____ Title: _____

By: _____ Title: _____

PERSONAL GUARANTY

In order to induce BEACON to extend credit to, or otherwise become a creditor of the person or business applying for credit herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, hereby UNCONDITIONALLY PERSONALLY GUARANTEES to pay on demand BEACON, or its authorized agents, all sums due from the customer pursuant to any obligation owed by the Customer (as defined above)//buyer to BEACON within thirty (30) days of demand and/or immediately if the customer/buyer voluntarily or involuntarily files a petition in bankruptcy. The undersigned does also unconditionally PERSONALLY GUARANTEE payment of all reasonable cost of collection, including but not limited to, attorney's fees, court costs, and interest on the unpaid balance as set forth in the application for credit, whose terms are incorporated herein and accepted by the undersigned guarantor(s) The personal joint and several liability of the undersigned is primary and shall not be affected by any discharge, extension of time, release of security, incorporation, merger, bankruptcy, transfer, reorganization or sale of Customer's business, acceptance of compromise or any other modification of the liability of the Customer, and shall not be dependent upon recourse to any remedies against the Customer, except that the undersigned shall receive credit for any sum received on

Customer's account. **THE UNDERSIGNED HEREBY WAIVES ANY NOTICE OF CHANGES IN TERMS AND AMOUNT OF EXTENSION OF CREDIT TO THE CUSTOMER, AND WAIVES ANY RIGHTS OF SET-OFF, REDEMPTION AND COUNTERCLAIM WHICH MAY BE ALLEGED TO EXIST IN FAVOR OF CUSTOMER. THE UNDERSIGNED WAIVES ALL RIGHT TO A TRIAL BY JURY, SURETY RIGHTS, RIGHTS TO PRESENTMENT, REDUCTION OR DIMIUNION OF ANY OF THE OBLIGATIONS OF THE CUSTOMER TO BEACON, AND FURTHER WAIVES DEMAND AND NOTICE. THE UNDERSIGNED HEREBY SUBORDINATES ALL OF HIS/HER/ITS EXISTING AND FUTURE HOMESTEAD RIGHTS TO ANY JUDICIAL AND/OR STATUTORY LIEN OBTAINED AND/OR RECORDED BY US TO SECURE PAYMENT OF ANY CURRENT AND FUTURE DEBT OR OBLIGATION OF THE CUSTOMER AND/OR THE UNDERSIGNED TO US. THE UNDERSIGNED HEREBY GRANTS US AN IRREVOCABLE POWER OF ATTORNEY AND IRREVOCABLY AUTHORIZES US AS ITS ATTORNEY IN FACT TO SIGN AND RECORD ON BEHALF OF THE UNDERSIGNED AT ANY TIME AND FROM TIME TO TIME IN ANY JURISDICTION ANY DOCUMENT WE DEEM NECESSARY TO AFFECT THE SUBORDINATION OF THE UNDERSIGNED'S HOMESTEAD RIGHTS AS SET FORTH ABOVE. THE UNDERSIGNED'S SUBORDINATION OF HOMESTEAD RIGHTS CONSTITUTES MATERIAL CONSIDERATION FOR THE EXTENSION OF CREDIT. THE UNDERSIGNED RECOGNIZES THAT THIS GUARANTY IS A PERSONAL UNCONDITIONAL LIABILITY. The undersigned shall hold harmless and indemnify BEACON for all sums due or which may become due from the above applicant/customer. The undersigned consents to any modifications or renewals of the terms of credit between BEACON, and the customer without notice to the undersigned. This agreement is intended to cover a running account or accounts by the Customer and will remain in full force and effect, unless and until 14 days after withdrawal by writing received by registered mail, return receipt requested at the above address. Such withdrawal shall be effective prospectively only, 14 days after receipt of same prior to the expiration of said written notice of withdrawal. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon his/her/its default. This is a Massachusetts contract and shall be interpreted under its laws. The undersigned hereby submits himself/herself/itself to the personal jurisdiction of Massachusetts and consents to be sued in Massachusetts pursuant to Massachusetts laws and further agrees that any litigation brought against us must be brought in a Massachusetts State Court. EACH OF THE ABOVE REPRESENTATIONS, COVENANTS, SUBORDINATIONS AND WAIVERS HAS BEEN KNOWINGLY AND VOLUNTARILY MADE AND NEGOTIATED THAT EACH IS A MATERIAL FACTOR IN OUR DECISION TO EXTEND CREDIT. THE UNDERSIGNED ACKNOWLEDGES READING AND FULLY UNDERSTANDING EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND SIGNS THIS GUARANTY KNOWINGLY AND VOLUNTARILY. The undersigned hereby authorizes BEACON, and its agents, employees and attorneys to gather and use all financial and/or credit information, consumer or otherwise, from time to time without the undersigned's knowledge at our sole discretion. I/We agree that BEACON may provide any such credit information to others without my/our prior consent. The invalidation of any part hereof shall not act as an invalidation of the whole hereof and all not invalidated parts shall be enforceable. The undersigned acknowledges receipt of a copy of this agreement. THE UNDERSIGNED ACKNOWLEDGES THAT EACH OF THE ABOVE REPRESENTATIONS, COVENANTS, SUBORDINATIONS AND WAIVERS HAVE BEEN KNOWINGLY AND VOLUNTARILY MADE AND THAT EACH IS A MATERIAL TERM AND CONDITION IN OUR DECISION TO EXTEND CREDIT. THE UNDERSIGNED ACKNOWLEDGES READING AND FULLY UNDERSTANDING EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND SIGNS THIS CONTRACT KNOWINGLY AND VOLUNTARILY.**

Witness my/our hand(s) and seal(s) this _____ day of _____ 20 _____.

(USE NO TITLES WHEN SIGNING- Use of Title shall not Negate Individual Liability)

Witness:

 Print name and address

Guarantor(s)

 (individually) Print name

 Home Address

 social security number

 (individually) Print name

 Home Address

 social security number