

Business Facts: (continued)

Banking:

_____	_____	_____
<i>Name of Account Holder</i>	<i>Account Number</i>	<i>Bank Officer</i>
_____	_____	_____
<i>Bank Name</i>	<i>Phone Number</i>	
_____	_____	
<i>Mailing Address</i>	<i>City, State, Zip</i>	

Financial Statements: Please submit Customer's current financial Statements as part of this credit application.

Trade References:

<i>Name</i>	<i>Address</i>	<i>Phone Number</i>
1. _____	_____	_____
Contact name: _____		Fax Number: _____
2. _____	_____	_____
Contact name: _____		Fax Number: _____
3. _____	_____	_____
Contact name: _____		Fax Number: _____
4. _____	_____	_____
Contact name: _____		Fax Number: _____
5. _____	_____	_____
Contact name: _____		Fax Number: _____

(Please attach additional sheets as needed)

Billing :

We email both **Invoices** and **Statements**. If necessary, you may still request a hard copy of an individual **Invoice** or **Statement** by calling our A/R department . Statements are sent out around the 26th of each month.

Please email my **Invoices** daily, weekly to _____
(check a box above) (email address)

Please email my **Statements** to: _____
(email address)

PURCHASE AGREEMENT:

Please read carefully before signing.

All of Customer's purchases from Upchurch Electrical Supply Company Incorporated ("Supplier") shall be subject to the following agreement (the "Agreement"):

1. All amounts due for goods and services purchased from Supplier are payable at the address shown on Supplier's invoice(s) and statement(s) of account. All amounts due Supplier are payable in full according to the terms stated on each invoice without offset or deduction.
2. Supplier may cancel extension of credit and/or discontinue deliveries at any time.
3. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason, and Customer shall make payment without offset or deduction.
4. As security for any and all due Supplier, Customer hereby grants to Supplier a security interest in all equipment, supplies, merchandise, inventory and other goods purchased from Supplier and in the proceeds and products thereof; and at Supplier's request, Customer shall, from time to time, execute and deliver Uniform Commercial Code financing statements to Supplier for

- filing as a public record. Supplier's security interest is junior to any conflicting security interest of Customer's commercial bank (if any such security interest now exists).
5. If any amount due Supplier is not paid when due, a finance charge of 0.833 percent per month of the balance (which finance charge equals ten percent [10%] per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid and may be charged to the customer's account.
 6. Although the manufacturers of the goods and services and/or authorized manufacturer's agents, other than the Supplier, may provide their own warranties, Supplier does not express or imply any warranties for goods and services. **SUPPLIER DOES NOT MAKE ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.** Customer's remedy against Supplier shall be limited to the exclusive remedy of repair and replacement of non-performing goods, and, as such, in no event shall Supplier be liable for lost profits or consequential damages.
 7. To be accepted by Supplier, Customer's purchase order(s) must be confirmed by Supplier's written sales invoice(s) or written sales confirmation(s).
 8. All sales to Customer are final. Customer must obtain Supplier's authorization before returning any goods. Authorized returns may be subject to a restocking charge.
 9. In the event the Customer requests Supplier to stock and deliver proprietary goods (i.e. goods having a limited use or market or not otherwise commonly stocked by Supplier) and the Customer ceases to purchase such goods from Supplier, Supplier will require the Customer to purchase the proprietary goods then in stock at Supplier's normal sales price.
 10. All transactions arising under this Agreement shall be governed by the laws of the state where Supplier's branch supplying the Customer is located. At Supplier's option, venue of any action to enforce this Agreement shall be either in the country where Supplier's branch supplying the Customer is located or the country where Customer's business is located.
 11. If an account is inactive for a period of one (1) year, the account may be closed at the option of the Supplier; however, the account may be reactivated by the Customer at a later date subject to the approval of Upchurch Electrical Supply Company.
 12. If credits assigned to an account are not used by the Customer for a period of one (1) year from the time they are issued by the Supplier, they will be removed from the account statement
 13. Payment(s) received will be applied to the oldest outstanding invoice(s) unless written remittance advice is provided showing specific invoice(s) that are to be paid.
 14. In the event the account becomes delinquent, Customer shall pay all of Supplier's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
 15. The Customer authorizes Supplier to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency, whether listed on the Credit Application or not, any and all information relating to the Customer's creditworthiness or financial condition.
 16. The Customer shall notify Supplier in writing at least thirty (30) days prior to any change of ownership of the Customer, or of the Customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should said notification not be given. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in Supplier's sole discretion.
 17. At Supplier's option, any claim or controversy arising out of this Agreement or the breach hereof shall be settled by arbitration according to the general arbitration statute of the state where the arbitration hearing is to convene, and at Supplier's option the arbitration hearing shall be convened either in the country where Supplier's branch supplying the Customer is located or the country where Customer's business is located. The arbitration shall be conducted by a single arbitrator, who shall be an attorney at law. The arbitrator shall make his/her award according to this Agreement and applicable principals of law and equity. The arbitrator shall allow reasonable prehearing discovery. The guarantor(s) of Customer's obligations may be joined as an additional party or parties. The arbitration award may be entered in any court with jurisdiction.
 18. This Agreement is the entire agreement between the parties concerning Customer's purchases from Supplier; and all prior and contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights granted hereunder shall be in writing, and signed by the parties. All of Customer's purchases from Supplier shall be subject to this Agreement and to the terms of Supplier's invoices, sales confirmations, statements and its other account documents, and subject to the terms of no other form or document. If there is any conflict between the terms of this Agreement, on the one hand, and the terms of Supplier's invoices, sales confirmations, statements or its other account documents, on the other hand, then the terms of this Agreement shall control. Subject to any restriction on transfer, this agreement shall bind and benefit the heirs, successors and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect. Time is of the essence in performing all of the terms of this Agreement. This Agreement shall be construed according to its fair meaning and not for or against any party.

Legal Name of Customer

Name of Representative

Officer, Owner or Partner's Signature

Title

Print Name of Person Signing

Date

PERSONAL GUARANTY:

Please read carefully before signing

Date: _____

I/We, _____ residing at _____
full name(s) *address of residence*

for and in consideration of Supplier extending credit at my/our request to Customer of which I/we am/are (Title) _____
(ie. president)

of _____ hereby personally and unconditionally guarantee payment and performance of all
(customer's company name)

obligations of the Customer to Supplier (including, but not limited to, all interest, attorneys fees and charges) and do hereby agree to pay Supplier on demand any sums which may become due Supplier from the Customer, whether or not demand has been made on the Customer; and Supplier may proceed first to enforce its rights against me/us without proceeding with or exhausting any other remedy it may have. This guaranty shall be continuing and irrevocable for such indebtedness of the Customer to Supplier as presently exists or may hereafter accrue. **I/we do hereby waive all suretyship defenses**, including, but not limited to, all notices and demands of any kind, including notice of default or nonpayment or deferred for payment, and I/we do hereby consent to any modification or renewal of the above purchase agreement or any release or modification of security thereunder. I/we authorize Supplier to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency any and all information relating to my/our creditworthiness or financial condition. Additionally, I/we agree to pay, in the event the account becomes delinquent, Supplier's attorneys fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not. I/we also agree that the venue of any action against me/us will at the option of Supplier be either in the courts of the state and country where Supplier branch that supplies the Customer is located or where the Customer's business is located. I/we also agree to be joined as additional parties to any arbitration convened under any arbitration agreement between Customer and Supplier. This guaranty is the entire agreement between the parties concerning the subject matter hereof; and all prior and contemporaneous agreements are merged herein. All amendments hereto and the waiver of any rights granted hereunder shall be in writing, signed by the parties. This guaranty shall be governed by the laws of the state where Supplier's branch supplying the Customer is located. Time is of the essence in performing all of the terms of this guaranty. If an arbitrator or court with jurisdiction determines that any term of this guaranty is unenforceable, the other terms shall remain in full force and effect. This guaranty shall bind and benefit the heirs, successors and assigns of the parties. If there is more than one guarantor, their liability shall be joint and several. This guaranty shall be construed according to its fair meaning and not for or against any party.

Signature of Guarantor(s)

Please print/type name

Signature of Witness

Please print/type name

CREDIT DEPARTMENT ONLY

Account Number _____

Customer Type _____

Credit Limit _____

Price Type _____

Approved by _____

Date _____

List: Yes No

Which List: _____

Entered in A/R files _____
date

_____ *type of account*

Please mail or fax to: Upchurch Electrical Supply Co.
P.O. Box 8340
Fayetteville, AR 72703

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fax - 479-521-6673
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www.Upchurchelectrical.com