

REXEL

ELECTRICAL & DATACOM SUPPLIES

270 LOCUST STREET, P.O. BOX 179
HARTFORD, CT 06141-0179
PHONE: (860) 549-1230
(800) 842-8078
FAX: (860) 549-8312

CREDIT APPLICATION AND AGREEMENT

PLEASE TYPE OR PRINT CLEARLY IN INK

Date _____

Account Name _____ Electrical License No. _____
(If Applicable)

Address _____ Phone (____) _____ Fax (____) _____

City & State _____ Zip _____

Type of Business _____ Proprietorship Partnership Corporation LLC

Year Established _____ Business Premises: Rented Owned — In Whose Name _____

If in Business less than 2 years, Please list Previous Employer or Previous Affiliations and length of time (5 yrs. necessary).

Name of Owners/Officers or Managing Partners	% of Ownership	Title	Home Address	City, State & Zip	Home Phone No.	Social Security No.
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____

Special Billing or Shipping Instructions (if any) _____

Where Do You Bank?	Address	City, State & Zip	Account No.
1. _____	_____	_____	_____

Name of Person to call at Bank _____ Title _____

2. _____

Name of Person to call at Bank _____ Title _____

Amount of Credit Requested \$ _____ Who is Your REXEL Salesperson? _____

IF YOU CHOOSE TO HAVE YOUR ACCOUNT SET-UP TAX EXEMPT, PLEASE PROVIDE APPLICABLE SALES TAX EXEMPTION CERTIFICATE.

TRADE REFERENCES — Concerns with whom you have done business with for at least one year, include minimum of one electrical distributor if possible.

1. Name _____ Phone No. _____ Fax No. _____

Address _____ Account No. _____

2. Name _____ Phone No. _____ Fax No. _____

Address _____ Account No. _____

3. Name _____ Phone No. _____ Fax No. _____

Address _____ Account No. _____

4. Name _____ Phone No. _____ Fax No. _____

Address _____ Account No. _____

Terms and Conditions printed on the reverse side hereof shall constitute the credit agreement and shall bind and inure to the benefit of the successors, assigns and heirs of the parties hereto.

PLEASE SIGN THE REVERSE SIDE.

OFFICE USE ONLY	(10) _____	SHIP-VIA	(17) _____	SLSMN	APPLTR _____
Approved by _____	(15) _____	.00 LIMIT	(25) _____	CLASS	LIMITLTR _____
Date _____	(16) _____	TYPE	(26) _____	BRANCH	

TERMS & CONDITIONS

1. **REXEL**, with a principle place of business located at 270 Locust St., Hartford Connecticut 06114, hereinafter referred to as the seller, offers no guarantees or warranties of any kind whatsoever, including any warranties of merchantability or of fitness for a particular purpose, either expressed or implied, on merchandise sold by it, and buyer herein assumes all risks and liability for the results obtained in the use of any merchandise sold by seller and buyer agrees that seller shall not be liable for any consequential damages that may result from defective or unfit merchandise. The only warranties on the merchandise sold by seller are the warranties made by the manufacturer.
2. Price quotations shall not contain Sales Tax, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Any quotations including sales tax are subject to adjustment in the event that the State tax rate shall be changed. Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall be added when applicable.
3. All sales shall be final and no merchandise may be returned unless consented to by Seller and unless Buyer provides Seller's invoice number.
4. To allow Seller the option of notifying the manufacturer of any defective merchandise and repairing or replacing any defective merchandise. Buyer agrees not to repair or replace any merchandise purchased from Seller or backcharge Seller or take a credit against any amount owed Seller for same without written authorization from Seller. Seller agrees to act within a reasonable time. None of the provisions of this Paragraph shall in any way modify or invalidate, either in part or in whole, any of the provision of Paragraph 1.
5. Seller does not guarantee delivery dates and all delivery dates given are estimated.
6. 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.
7. Cash discounts shall not be taken unless payment is made by the tenth day of the month following the month of purchase. All invoices shall be net on the eleventh day of the month following the month of purchase. Payment in full must be made no later than the twenty-fifth of the month following the month of purchase and failure of Buyer to make timely payment shall constitute a default of this Agreement at the option of Seller.
8. Any invoice remaining unpaid as of the twenty-sixth of the month following the month of purchase shall be subject to a service charge of 1½% per month (18% per annum), or the maximum allowed by law if less.
9. All shipments of merchandise are F.O.B. point of origin and any damage in transit to merchandise is the responsibility of the carrier and it is the Buyer's responsibility to file a damage claim with the carrier. Buyer agrees that under no circumstances shall it withhold payments from Seller because of damage in transit.
10. Buyer agrees to pay all invoices for merchandise sold to it by Seller according to the terms hereof and upon failure to do so, agrees to pay all costs of collection, including a reasonable attorney's fee, together with any service charge on any unpaid balance, including after any judgement of a court of law, at the rate of 1½% per month (18% per annum), or the maximum allowed by law if less.
11. There are no understandings or agreements between Buyer and Seller other than those fully expressed and contained herein and no Agent or Salesman of Seller has any authority to obligate Seller by any terms, guarantees, warranties, stipulations or conditions not herein expressed. This agreement may be altered only by written consent of the parties hereto.
12. The undersigned authorizes any Person, Bank, Consumer or Commercial Reporting Agency, to compile and furnish REXEL with credit information on ourselves, officers or principals at any time without notice.
13. The undersigned hereby represents that all of the information on the reverse side hereof is true and that said representations are made for the purpose of obtaining credit from REXEL, and in return for the extension of credit, the undersigned hereby agrees to all of the foregoing terms and conditions, and to any amendments of these terms and conditions upon 30 day written notice by ordinary mail.
14. The undersigned desires credit from REXEL in a commercial transaction (such credit is not for personal, family, or household goods); and agrees that the Seller may exercise its rights under law with respect to notice under payment Bonds and/or Mechanics liens without notice.
- 15a. Buyer acknowledges that this is a legally binding document constructed to allow REXEL enforcement of buyer's responsibilities herein and to ensure the protection of any and all of REXEL's rights and interest. Accordingly, buyer, by its signature hereon, agrees that it has protected its own economic interests and legal rights by reviewing all of the terms and conditions herein, and notifying REXEL immediately, before the signing or execution of this document, if buyer has had any difficulty reading and/or understanding any part of this agreement or if there has been any question pertaining to any of the buyer's responsibilities under this Agreement and/or the buyer's required compliance in any way therewith.
- b. This Agreement and any claims arising under it shall be governed by the laws, both substantive and procedural, of the State of Connecticut and exclusive venue shall be in Hartford County, Connecticut, unless stipulated otherwise by REXEL (at its sole discretion).
16. SAID TRANSACTION IS A "COMMERCIAL TRANSACTION" AS DEFINED BY S52-278(a) OF THE CONNECTICUT GENERAL STATUTES AND IS NOT A CONSUMER TRANSACTION. BUYERS AND/OR GUARANTORS REPRESENT AND WARRANT THAT THE PROCEEDS OF THIS TRANSACTION ARE NOT BEING USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

BUYERS AND/OR GUARANTORS ACKNOWLEDGE THAT THEY HAVE THE RIGHT UNDER S52-278(a) THROUGH S52-278(g) SUBJECT TO CERTAIN LIMITATIONS, TO NOTICE OF AND HEARING ON THE RIGHT OF THE SELLER TO OBTAIN A PREJUDGMENT REMEDY, SUCH AS ATTACHMENT OR GARNISHMENT, UPON COMMENCING ANY LITIGATION AGAINST BUYERS AND/OR GUARANTORS, NOTWITHSTANDING. BUYERS AND/OR GUARANTORS HEREBY WAIVE ALL RIGHTS TO NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER IN CONNECTION WITH THE OBTAINING BY SELLER OF ANY PREJUDGMENT REMEDY IN CONNECTION WITH SAID TRANSACTIONS OR EXTENSIONS OF SAME. BUYERS AND/OR GUARANTORS ALSO WAIVE ANY AND ALL OBJECTION WHICH THEY MIGHT OTHERWISE BE ABLE TO ASSERT, NOW OR IN THE FUTURE TO THE EXERCISE OR USE BY SELLER OF ANY RIGHT OF SETOFF, REPOSSESSION OR SELF HELP AS MAY PRESENTLY EXIST UNDER STATUTE, INCLUDING THE UNIFORM COMMERCIAL CODE AND COMMON LAW.

Firm Name: X _____

By: X _____ Print Name: _____

Title: X _____ Date: _____

Duly Authorized, must be Corporate officer or Principal

PLEASE INCLUDE A COPY OF YOUR LATEST FINANCIAL STATEMENT.