All Locations Send To:

Electrical Equipment Company Credit Department 1440 Diggs Drive Raleigh, NC 27603 (919) 828-5411 (919) 833-8481 Fax



Office Use Only
Branch____
Sales Rep____
C/L__
Date___
Apprv____

www.eeco-net.com

All applications may be emailed to credit.applications@eeco-net.com

ELECTRICAL EQUIPMENT COMPANY CREDIT APPLICATION AND TERMS & CONDITIONS TERMS: NET 30 DAYS

COMPANY CONTACT	T INFORMATION	ON			DATE	
Company Name:						
Trading as:						
Billing Address:	_					
Shipping Address:	Street		City, S	State, Zip		
	Street	Fax:	City, S	State, Zip Toll Free N	lumber:	
AP Contact:		Telephone	e #	_ Email Addre	SS:	
Most Convenient Elec	trical Equipmer	t Company location	on for you: (Check One)		
	Norfolk, VA	☐ Franklin, VA			burg, VA 🔲 Ne	wport News, VA
☐ South Hill, VA ☐	Raleigh, NC [☐ Greensboro, NC	☐ Laurinburg, NC ☐	Charleston, SC	☐ Columbia, SC	☐ Augusta, GA
BUSINESS AND CRE	DIT INFORMA	TION				
Type of Business (Circ	, .	•	tnership LLC Year of Incorporation:	or LLP	Corporation	
Owners, Officers or P		ii iiicorporateu.	real of incorporation.		State	
Name Title		Home Add	ress	City, State, 2	Zip Ho	ome Phone
DUNS Number:		Tax ID Number	<u> </u>	Credit Limi	t Requested:*	
*If requesting a c	redit limit o	f \$25,000 or al	bove, please encl	ose most re	cent financial	statements.
Tax Exempt:	Yes 🗌 No	If yes, pleas	e send Tax Exemption	n Certificate		
Preferred Invoicing Me If Email/EDI, please p			EDI Email			
P.O. Required?Yes	S ☐ No Mon	thly Statement?	Yes No Prices	printed on Deli	ivery Packing Slips	? Pes No
Bank Information- PI Checking Accour		ched Bank Autho	orization Request to a	allow for releas gs Account Nu		· ———
Bank Name	Address		City		State	Zip
BUSINESS/TRADE R	EFERENCES					
-Must have 3 in order to	be processed					
Company Name		Nailing Address	City, State, Zip		elephone	Fax#



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<u>BA</u>	NK REFERENCE AUTHORIZATION
Date:	
Attn:	Fax:
RE:	
I,	, hereby Authorize,, (Name of Bank)
(Signature of Officer or Agent) To Release Banking information on	(Name of Bank)
To release barking information on	(Legal Name of Corporation or other applicant)
To Electrical Equipment Company, Company	for purposes of obtaining a Credit Account with Electrical Equipment
Equipment Company and has give	entioned company/person has applied for an account with Electrical en your Bank as a reference. We would appreciate your response in the same manner. Please be assured that your reply comes and is held in strict confidence.
Checking Date Opened	
Average Balance	Current Balance
Any NSF Checks	If so, when?
Savings Date Opened	Current Balance
Line of Credit Date Opened	
Limit of Line of Credit	Current Balance
Thank you,	

Please return via fax to (919)-833-8481

ELECTRICAL EQUIPMENT COMPANY COMMERCIAL CREDIT APPLICATION ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND TRADING CONDITIONS

- 1. This application is made for the purpose of inducing Seller to extend credit to Applicant for the purchase or repair of electrical equipment and supplies, whether ordered orally or in writing and Applicant agrees to pay all invoices or statements of account promptly when due.
- 2. CONSENT TO OBTAIN AND USE CREDIT INFORMATION. Applicant acknowledges the prospective benefit to Applicant of this Application and grants permission to Seller to seek and obtain information from trade references, other merchants, credit reporting services, public records and other reasonable sources to determine if credit for business purposes will be extended. If Applicant is a proprietorship or personal guarantor, personal credit information will be obtained for evaluating business credit. If credit is granted, this permission shall be on going and continuing for so long as the credit account remains open and unpaid and information obtained may be used for collection purposes. If an account is opened credit history may also be supplied to credit reporting services. Upon written request of applicant and after payment of all outstanding balances, the permissions granted pursuant to this Paragraph may be terminated. Applicant represents that this Application and Consent is executed for business purposes only and acknowledges that Seller is not a provider of consumer credit. Applicant waives and releases any and all claims against Seller arising from the obtaining or releasing of credit information done in good faith by Seller. Credit limit may be increased or decreased solely in the discretion of the seller with or without notice to Applicant.
- 3. Unless written notice to the contrary is received, Seller may accept orders and obtain delivery receipts from any apparently authorized representative of Applicant. If no representative of Applicant is readily available at the delivery address, Seller's records of delivery shall be presumed correct. Contract or job designations provided by Applicant may be relied upon by Seller in allocating sales among multiple contracts or jobs, notwithstanding the combining of purchases to obtain quantity rates or delivery to an address other than the contract or job location.
- 4. Accounts not paid within thirty (30) days will be subject to a service charge of 1 ½% per month on the unpaid balance. In conformity with NCGS 24-5, the aforementioned rate also applies after judgment. If this account is placed with an attorney for collection, Applicant agrees to pay costs of collection, including reasonable attorney's fees which absent evidence to the contrary shall be deemed thirty-three percent (33%), or the amount allowed by law, of the balance due at the time the account is assigned to the attorney, whether or not suit is filed. If judgment is entered, interest shall continue thereafter at the contract rate until paid in full. If this account is placed with a collection agency, applicant agrees to pay all costs of collection.
- 5. All claims for errors or unsatisfactory stock must be reported upon delivery and confirmed in writing within ten (10) days; otherwise any claim for adjustment shall be deemed waived. Unless delivered by our truck, all claims for transit damage must be made directly with the carrier.
- 6. Except to the extent of a guaranty or warranty provided by the manufacturer, or as may be specifically provided in writing, all products sold by Seller are without any warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. State or Federal laws may limit the application of this paragraph including the disclaimer of warranties.
- 7. Any dispute arising under this Agreement shall be governed by the laws of, and shall be resolved in the Courts of, such Courts with jurisdiction over the county in which the pertinent Electrical Equipment Company Branch is situated, in the court in which the project for which goods are to be used is located, or in any county where Electrical Equipment Company has a Branch in the State where the transaction arose. In the event of conflict between this agreement and Applicant's purchase order or other documents prepared by Applicant, or between this agreement and any oral representations or agreements between the parties, this Agreement shall control.
- 8. No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without Seller's written consent. Any additional or different terms in the buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
- 9. This agreement may be terminated by the customer upon written notice delivered via certified mail, return receipt requested to Electrical Equipment Company Credit Department and upon payment in full of all outstanding balances due and owing on the account, and any such revocation shall become effective sixty (60) days after receipt of said written revocation.
- 10. The Applicant agrees to notify Seller in writing via certified mail, return receipt requested, within seven (7) days upon the change of any information given to Seller in this Application, including but not limited to changes in name, ownership, corporate status or structure, or other material changes.
- 11. Waiver by Seller of any terms of this Agreement on one or more occasions shall not be deemed a waiver of Seller's right to subsequently enforce the same or other terms of this Agreement.
- 12. If supplemental information has been provided in support of this Application, whether or not provided simultaneously with the Application, such information shall be deemed incorporated herein and as representations of Applicant to Seller for the purposes of inducing Seller to extend credit to Applicant.
- 13. If a copy of this Application is transmitted to Seller by any electronic method, Applicant shall promptly forward the original to Seller. Notwithstanding, Seller shall be entitled to rely upon the electronically transmitted copy as conclusive evidence of due execution of the original by Applicant. Person signing this Application warrants that he or she has authority to do so on behalf of Applicant.

APPLICANT:_		, 20			
_	(Print legal name of corporation or other applicant)				
By:		(Seal) Title			
	(Signature of Officer or Agent)				
SEAL					

ELECTRICAL EQUIPMENT COMPANY ADDENDUM TO CREDIT APPLICATION PERSONAL GUARANTY

Personal Guaranty

TO: Electrical Equipment Company

TO INDUCE ELECTRICAL EQUIPMENT COMPANY TO DO BUSINESS WITH OR CONTINUE BUSINESS WITH THE FOLLOWING BUSINESS ACCOUNT:

(Business name as shown on credit application must be filled in.)

hereinafter referred to as "BUYER", the undersigned as "GUARANTOR" hereby unconditionally, jointly and severally, guarantees the full and prompt payment, and at all times thereafter, of any and all indebtedness, obligations and liabilities of any kind and nature, arising out of the purchase of all such goods and services furnished or to be furnished, whether evidenced by open account, acceptance, note or otherwise. GUARANTOR'S liability shall be for the full balance due by BUYER including applicable interest, court costs and attorney fees.

GUARANTOR hereby expressly waives notice of acceptance hereof, amount of sales, dates of shipment or delivery, and waives notice of any default on the part of the BUYER, or of any extension of time to pay obligations which Electrical Equipment Company may grant, and GUARANTOR does hereby consent to any and all extensions which may be granted to BUYER from time to time. There shall be no obligation on Electrical Equipment Company's part at any time to resort for payment to BUYER or resort to any collateral security, property, liens or any other rights or remedies whatsoever and Electrical Equipment Company shall have the right, but shall not be required, to proceed against the undersigned immediately upon any default by the BUYER.

GUARANTOR further agrees that this shall be an absolute and unconditional personal guaranty of payment and shall be continuing and shall remain in full force and effect until after sixty (60) days written notice by certified mail, return receipt requested, of it's discontinuance shall be received by Electrical Equipment Company, and also until any and all such indebtedness, obligations and liabilities, existing before receipt of such notice shall be fully paid and that GUARANTOR's liability hereunder shall not be canceled, nor shall GUARANTOR be released hereunder in consequence of any covenants, agreements or acts by Electrical Equipment Company in delaying with the BUYER. The death of a GUARANTOR shall not terminate this Personal Guaranty until notice is given as provided herein, and every part hereof shall be binding on GUARANTOR, GUARANTOR's heirs, executors, administrators and assigns.

GUARANTOR:			SSN	
	(Print full name)	(Seal)		200
	(Signature)	(Ocai)	Date	200
Witness:				
	(Signature)		Date:	200
GUARANTOR:			SSN	
	(Print full name)	(Seal)		
Witness:	(Signature)	(Seai)	Date:	200
	(Signature)		Date:	200
GUARANTOR:			SSN	
	(Print full name)	(Seal)	Date:	200
Witness:	(Signature)			
	(Signature)		Date:	200

1440 Diggs Drive, Raleigh, NC 27603 (919) 828-5411 6900A International Drive, Greensboro, NC 27409 (336) 230-1120 226 N. Wilkinson Drive, Laurinburg, NC 28352 (910) 276-2141

7269 Cross Park Drive, N. Charleston, SC 29418 175 Lott Court, West Columbia, SC 29169 (803) 714-5500 1431 Marvin Griffin Road, Augusta, GA 30906 (706) 722-6685 1807 Boulevard West, Richmond, VA 23230 (804) 353-7841 3798 Village Ave. Norfolk, VA 23502 (757) 857-1100 206 W. Wyck Street, Winchester, VA 22601 (540) 678-9000 141 Commerce Park Road, Franklin, VA 23851 (757) 569-8161 625 Lombardy Street, South Hill, VA 23970 (434) 447-7121 4617 Mine Road, Fredericksburg, VA 22408 (540) 891-8828

ELECTRICAL EQUIPMENT COMPANY LOCATIONS

Electronic Funds Transfer Authorization Form



- 1. Ithe undersigned, certify that I am a signer on the account listed below with the authority to grant this authorization.
- 2. I the undersigned, certify that <u>Electrical Equipment Company</u>, or any agents of <u>Electrical Equipment Company</u>, is authorized to debit the account referenced below via draft (ACH) or other Electronic Funds Transfer (EFT).
- 3. Ithe undersigned, certify that the bank referenced below is hereby requested, authorized and directed to honor and treat as authorized, checks, drafts or moneys drawn in my name in accordance with this authorization.
- 4. I the undersigned, certify that this authorization shall remain in effect and the authority herein given to *Electrical Equipment Company* shall remain irrevocable until Electrical Equipment Company receives written notice of revocation of such authority. Revocation shall not affect any action taken prior to receipt of such notice.

Customer/Company Name:			
Street Address:			
City	State:	Zip code:	
Phone:	Fax:		
Bank Name:			
ABA/Transit Routing #	A	account Number	
Authorized Signature:			
Name/Title:		Date:	