

TREMONT ELECTRIC SUPPLY CO.
1785 JEROME AVENUE, BRONX, N.Y. 10453
Tel.#: 718-731-8300/Fax# 718-731-8383/E-mail: sales@tremontelectric.com

NEW ACCOUNT APPLICATION AND DATA REQUEST
(All information must be complete and accurate)
(This application is part of the credit agreement.)

COMPANY NAME: _____

STREET ADDRESS: _____ CITY, STATE, ZIP CODE: _____

TAX ID# _____ TELEPHONE# _____ FAX# _____ E-MAIL: _____

STATE OF INCORPORATION _____ DATE OF INCORPORATION OR FORMATION _____

ACCOUNTS PAYABLE MANAGER _____

COMPANY STRUCTURE (CIRCLE ONE) C-CORP, S-CORP, SOLE PROPRIETORSHIP, PARTNERSHIP, LLC, OTHER _____

MASTER ELECTRICIAN LISCENCE# _____ AVERAGE ANNUAL SALES _____ #OF EMPLOYEES _____

NAMES & TITLES OF OWNERS (ALL OWNERS MUST BE LISTED)

NAME/TITLE _____

NAME/TITLE: _____

HOME ADDRESS _____

HOME ADDRESS _____

CITY, STATE, ZIP CODE _____

CITY, STATE, ZIP CODE _____

PHONE# _____ S.S.# _____

PHONE# _____ S.S.# _____

NAME/TITLE: _____

NAME/TITLE _____

HOME ADDRESS _____

HOME ADDRESS _____

CITY, STATE, ZIP CODE _____

CITY, STATE, ZIP CODE _____

PHONE# _____ S.S.# _____

PHONE# _____ S.S.# _____

TRADE CREDIT REFERENCES (MUST INCLUDE TWO (2) ELECTRIC SUPPLY HOUSES)

REFERENCE NAME _____

REFERENCE NAME _____

ADDRESS _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

CITY, STATE, ZIP CODE _____

TEL# _____ FAX# _____

TEL# _____ FAX# _____

REFERENCE NAME _____

REFERENCE NAME _____

ADDRESS _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

CITY, STATE, ZIP CODE _____

TEL# _____ FAX# _____

TEL# _____ FAX# _____

NAME OF BANK _____ LOAN OFFICER /BANK REPRESENTATIVE _____

ADDRESS _____

CITY, STATE, ZIP CODE _____ TEL# _____ FAX# _____

INSURANCE COMPANY FOR BONDED JOBS

INS. CO. NAME _____ POLICY _____ PHONE# _____

HAS THIS COMPANY OR ITS PRINCIPALS CURRENTLY HAVE OR HAD A LIEN FILED AGAINST ANY JOB IT IS OR HAS BEEN AFFILIATED WITH
YES ___ NO ___?

FORM COMPLETED BY: NAME _____ SIGNATURE _____ DATE _____

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CREDIT AGREEMENT

APPLICANT/COMPANY NAME _____

Applicant hereby requests that Tremont Electric Supply Co. extend credit for goods, wares, merchandise, and/or services for applicant as may be approved by Tremont Electric Supply Co. Applicant agrees and understands that the terms of this agreement with Tremont Electric Supply Co. are:

1. Applicant agrees to pay Tremont Electric Supply Co. at their business office all indebtedness of whatever kind or nature now or hereafter owing by applicant to Tremont Electric Supply Co. whether incurred individually, as a partnership, as a corporation or any other entity.
2. Applicant and Guarantors authorizes Tremont Electric Supply to check all credit and business associations without recourse.
3. Current billings are payable Net 30 days from invoice date.
4. Applicant understands and agrees that all material returned for credit must be with prior approval and shall be subject to a normal restocking charge.
5. Applicant agrees and understands that it hereby grants Tremont Electric Supply Co. a security interest in and to all goods and material sold and delivered to or for applicant from Tremont Electric Supply, to secure performance and payment of all obligations and indebtedness from applicant to Tremont Electric Supply Co.
6. Applicant agrees and understands that there is a current minimal purchasing requirement of \$10,000.00 per year.
7. No price adjustments will be allowed without prior consent from Tremont Electric Supply's accounts receivable department. Tremont Electric Supply solely reserves all rights to approve or disapprove price adjustments.
8. Applicant agrees that if payment is not made when due and collection of any amount is placed in the hands of an attorney for collection, or suit is filed thereon or proceedings are had in probate bankruptcy, receivership, arrangement of other legal proceedings for collection of any such amount, Applicant agrees to pay costs and expenses of collection, including reasonable attorney's fees. In addition, Applicant agrees to pay service charges at the rate of 1 and ½% per month for each invoice which is not paid within thirty days of the date thereof.

NOTICE TO APPLICANT/OWNER. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT.

PLEASE PROVIDE COPY OF DRIVERS LICENSE WITH THIS APPLICATION.

AUTHORIZED SIGNATURE: _____

NAME: _____

DATE: _____

PERSONAL GUARANTEE

In consideration of the extension of credit by Tremont Electric Supply Co. (hereinafter referred to as "Seller") to Applicant, and for the purpose of inducing Seller to sell merchandise, material and services to Applicant on credit, the receipt whereof is hereby acknowledged by Applicant, the undersigned (hereinafter referred to collectively as "Guarantors") hereby personally and unconditionally guarantee, jointly and severally, the payment and performance, when due, of any and all obligations of Applicant to Seller arising after the date hereof (hereinafter referred to as "Obligations"), including, without limitation, the obligation to pay all amounts due from Applicant to Seller from time to time for merchandise delivered by Seller to Applicant or its agents, including by direct delivery to Applicant's place of business or other sites directed by Applicant, its agents or employees.

This Personal Guarantee shall be continuing, and shall remain in full force and effect as long as any Obligation remains unpaid or unperformed, and will not be subject to any counterclaims, set-offs, other deductions or defenses. This Continuing Guaranty will not be released, discharged, terminated, modified, affected or impaired by any occurrences or circumstances whatsoever, including, without limitation, any insolvency, bankruptcy, reorganization or other similar proceeding affecting Applicant. Guarantors expressly agree that this Personal Guarantee shall be in no way affected by any extensions of the credit or of the time of payment, and/or the acceptance by the Seller of bills, checks and other instruments for the payment of money, even though the same may be extended, given or accepted without notice to or previous consent by Guarantors, and the extending, giving or accepting of any thereof shall not, in any manner, release or discharge Guarantors from their Obligations hereunder. Further, Guarantors expressly waive any and all notices of shipment, defaults or delinquencies of any nature.

Guarantors further personally unconditionally promise and agree to be primarily liable for the Obligations, rather than liable merely as a surety, so that in case of failure of Applicant to pay or perform, when due, any Obligation, Seller shall not be compelled to first proceed against Applicant and the Seller shall not be obligated to give to Guarantors any notice of any failure of Applicant to so pay or perform any Obligations. In addition to the foregoing, the Guarantors shall also be liable, jointly and severally, to Seller for all costs and expenses, including, without limitations, court costs and reasonable legal fees incurred by the Seller in enforcing this Personal Guarantee. By giving written notice to the Seller by registered mail to its office, Guarantors shall have the right to terminate this Personal Guarantee only as to Obligations arising subsequent to ten days following actual receipt by Seller of such notice. Any such termination shall not effect in any manner Guarantors' liability hereunder for Obligations arising prior to the expiration of such ten day period, which liability shall continue in full force and effect until such Obligations are paid or performed in full.

No failure by the Seller to proceed against, or exercise in any rights or remedies with respect to Applicant, shall effect Guarantors' liability hereunder or Seller's ability to proceed against or exercise any rights or remedies with respect to any or all of the Guarantors.

This Personal Guarantee shall be binding upon each of the Guarantors and their respective heirs, executors, administrators, and assigns. Facsimile signatures shall be deemed as originals for purposes of enforcing this Personal Guarantee.

IN WITNESS WHEREOF, each Guarantor has hereunto set his hand on this ____ day of _____ 20____.

Signature of Guarantor _____ Witness Signature _____

Print Name of Guarantor _____ Witness Name _____

Signature of Guarantor _____ Witness Signature _____

Print Name of Guarantor _____ Witness Name _____

Signature of Guarantor _____ Witness Signature _____

Print Name of Guarantor _____ Witness Name _____