



120 N. Lynhurst Drive
Indianapolis, IN 46224
317-487-4100
317-487-4101 (fax)
800-875-8742

GENERAL INFORMATION REQUIRED

Company Name _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone Number _____ Facsimile Number _____
E-Mail: _____
Type of Business: Corporation ___ LLC ___ Partnership ___ Limited Partnership ___ Individual Business ___
Year Business Established: _____. Tax Exempt Yes ___ No ___. If tax exempt, please submit exemption form.
Monthly credit requested: \$ _____. Are Purchase Orders required? Yes ___ No ___. Will Applicant submit a Financial Statement upon request? Yes ___ No ___. Federal I.D. Number _____
Has credit applicant or any of applicant's owners, partners, members or corporate officers filed bankruptcy within the last seven years? Yes ___ No ___. If yes, year bankruptcy was filed: _____. Name of bankruptcy filer: _____
Type of bankruptcy filed: Chapter 7 ___ Chapter 11 ___ Chapter 13 ___

OWNERS AND OFFICERS INFORMATION

Name _____ Title _____
Home Address _____ Home Phone _____
Date of Birth __-__-__ SSN __-__-__ Driver's License Number & State Issued: _____
Name _____ Title _____
Home Address _____ Home Phone _____
Date of Birth __-__-__ SSN __-__-__ Driver's License Number & State Issued: _____
Name _____ Title _____
Home Address _____ Home Phone _____
Date of Birth __-__-__ SSN __-__-__ Driver's License Number & State Issued: _____

BANKING INFORMATION REQUIRED

Name of Bank _____ Account Number(s) _____
Type of Account: Checking ___ Savings ___ Trust Account ___ Other _____

CREDIT REFERENCES/PRINCIPAL SUPPLIERS

Table with 4 columns: NAME, ADDRESS, PHONE NUMBER, FAX NUMBER. Rows 1-5.

Has Applicant given any of the above Credit References/Principal Suppliers a Personal Guaranty? Yes ___ No _____. If yes, to whom?

Is applicant currently a party to any lawsuits or are there any outstanding judgements against applicant? If answer is yes to either, please explain.

TERMS AND CONDITIONS OF CREDIT

If or when approved by Allied Wholesale Electrical Supply, Inc. ("Allied"), the applicant for credit (the "Company") agrees to pay all charges according to the following terms: Net 30 unless otherwise stated on the invoice. A **Service Charge** will be charged on any amount **Past Due at the Rate of 1.5% per month (annual interest rate of 18%)**. All charges and credits extended are payable at the office of Allied, 120 North Lynhurst Drive, Indianapolis, Indiana 46224.

In consideration of the extension of credit by Allied, the Company, by its duly authorized representative, hereby agrees to pay all invoices in accordance with stated terms, plus interest on delinquent invoices at the rate of 1.5% per month. The Company also agrees to pay all costs of collection, court costs, and attorneys' fees in the event Allied turns the account over to its attorneys for collection. Such attorneys' fees shall conclusively be deemed to be the greater of: (a) the number of hours worked by the attorneys times the reasonable hourly fee of \$215.00, or (b) twenty-five percent (25%) of the principal and interest due on the Company's delinquent account. The Company agrees that such attorneys' fees are fair and reasonable and understands and agrees that Allied's extension of credit to the Company is fair and adequate consideration for the Company's agreement to pay such attorneys' fees upon default.

If legal action becomes necessary by either Allied or the Company, it is also agreed that this or any additional or subsequent agreement will be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Indiana. After consulting or having had the opportunity to consult with counsel, the Company hereby knowingly, voluntarily and intentionally waives the right to a trial by jury in the event of any dispute of any kind between Allied and the Company. The Company shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver is absolute and unconditional and cannot be modified in any respect except in a written instrument by Allied and the Company.

The Company also hereby expressly, freely and voluntarily agrees that the Courts of the State of Indiana have jurisdiction over the Company and that any cause of action arising between the parties may be brought in a Court located in Marion County, Indiana. The Company expressly agrees that Marion County shall be deemed to be a county of preferred venue. The Company waives any entitlement the Company might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable.

The Company further agrees that any line of credit desired or approved is not a limitation of liability and the Company expressly agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in the event any provision hereof shall be deemed illegal, the remaining provisions hereof shall not thereby be affected and such illegal provision shall be deleted herefrom.

Having obtained all necessary authority, the Company authorizes Allied and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of the Company and all owners, partners, members and officers listed on the reverse side hereof, and authorizes and instructs all persons having information concerning the Company's credit standing, financial circumstances and responsibility to release such information to Allied and its agents, attorneys and/or employees. This includes, without limitation, authorization for Allied and its agents, attorneys and/or employees to request, obtain and use all for all purposes which Allied deems necessary a copy of any credit bureau or consumer credit report for the entities/persons listed herein at any time.

Signature of Company's Authorized Representative: _____, Title _____

Printed: _____

INDIVIDUAL PERSONAL GUARANTY

In consideration of the extension of credit at our request by Allied Wholesale Electrical Supply, Inc. ("Allied") to the applicant for credit (hereinafter referred to as the "Company"), of which we are ___ the two key employees, ___ owners(s), ___ partner(s), ___ member(s), ___ officer(s), we hereby absolutely and unconditionally personally guaranty the full and punctual payment of all amounts owed to Allied by the Company. We hereby bind ourselves to pay Allied on demand all costs of collection, court costs, and attorneys' fees in the event the account is turned over to an attorney for collection. Such attorneys' fees shall conclusively be deemed to be the greater of: (a) the number of hours worked by Allied's attorneys times the reasonable hourly fee of \$215.00, or (b) twenty-five percent (25%) of the principal and interest owed by the Company on its delinquent account with Allied. The Guarantor(s) agree that such attorneys' fees are fair and reasonable and understands and agree that Allied's extension of credit to the Company is fair and adequate consideration for the Guarantor(s)' agreement to pay such attorneys' fees upon default.

After consulting or having had the opportunity to consult with counsel, the Guarantor(s) hereby each knowingly, voluntarily and intentionally waives the right to a trial by jury in the event of any dispute of any kind between Allied and the Guarantor(s) and/or the Company. Guarantor(s) shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver is absolute and unconditional and cannot be modified in any respect or relinquished by either the Guarantor(s) or Allied except in a written instrument signed by each of them.

Each of the Guarantor(s) hereby expressly, freely and voluntarily agrees that the Courts of the State of Indiana have jurisdiction over each of the Guarantor(s) and that any cause of action arising between the parties may be brought in a Court located in Marion County, Indiana. The Guarantor(s) expressly agree that Marion County shall be deemed to be a county of preferred venue. The Guarantor(s) each waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which might be applicable.

It is understood and agreed that this Guaranty shall be a continuing and irrevocable Guaranty and indemnity for any indebtedness of the Company to Allied. Guarantor(s) hereby waive notice of demand, protest, or default and consent to any modification or renewal of the credit agreement between the Company and Allied. Guarantor(s) each acknowledge that each is a joint applicant for the credit to be extended to the Company by Allied on the terms herein set forth and acknowledge good and valuable consideration exists for this Guaranty, regardless of any marital relationship between the Guarantor(s).

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in the event any provision hereof shall be deemed illegal, the remaining provisions hereof shall not thereby be affected and such illegal provision shall be deleted herefrom.

Guarantor(s) authorize Allied to investigate Guarantor(s)' personal credit standing, financial circumstances and responsibility and authorize and instruct all persons having information concerning Guarantor(s)' credit standing, financial circumstances and responsibility to release such information to Allied, its agents, attorneys and/or employees. This includes, without limitation, authorization for Allied and its agents, attorneys and/or employees to request, obtain and use for all purposes which Allied deems necessary a copy of any credit bureau or consumer credit report for the Guarantor(s) at any time.

SIGNATURES OF GUARANTOR(S):

Printed Name of Guarantor and Social Security Number

Printed Name of Guarantor and Social Security Number

WITNESS TO ABOVE SIGNATURE(S):

Before me, _____ (printed name of witness), personally appeared _____,

_____, who acknowledged the execution of the foregoing Terms and Conditions of Credit/Individual Personal Guaranty as and for the voluntary acts(s) and deed(s) of the Company and Guarantor(s) this _____ day of _____, 20____.

Witness: _____ **Address:** _____

Signature of Witness: _____ **Witness telephone number:** _____

