

# Sequel

Electrical Supply, LLC

BRANCH \_\_\_\_\_ SALESMAN \_\_\_\_\_ MANAGER APPROVED \_\_\_\_\_

## CONFIDENTIAL APPLICATION FOR CREDIT AND BILLING INFORMATION

DATE: \_\_\_\_\_

CUSTOMER ACCOUNT NAME \_\_\_\_\_

**BILLING ADDRESS:** DEPARTMENT, ETC. \_\_\_\_\_  
POST OFFICE ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
A/P CONTACT PERSON \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**SHIPPING ADDRESS:** (PLEASE ADVISE IF MORE THAN ONE ADDRESS - PLEASE ATTACH SEPARATE LIST OF ALL SHIPPING ADDRESSES)

DEPARTMENT, ETC. \_\_\_\_\_  
POST OFFICE ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_

ESTIMATED MONTHLY PURCHASES \$ \_\_\_\_\_

NUMBER OF INVOICE COPIES REQUIRED \_\_\_\_\_ PURCHASE ORDERS REQUIRED  YES  NO

INVOICE VIA:  US MAIL  FAX INVOICE  E-MAIL INVOICE E-MAIL ADDRESS \_\_\_\_\_  
SALES TAX STATUS  TAXABLE  EXEMPT (ACCOUNT WILL BE SET UP TAX EXEMPT ONLY BY ATTACHING A VALID TAX EXEMPTION CERTIFICATE)

KIND OF BUSINESS \_\_\_\_\_ YEAR ESTABLISHED \_\_\_\_\_  
 RESIDENTIAL  COMMERCIAL  UTILITY  INDUSTRIAL

BUSINESS TYPE  INDIVIDUAL  PARTNERSHIP  CORPORATION  OTHER \_\_\_\_\_

DUNS # \_\_\_\_\_ FED I.D. # \_\_\_\_\_

**IF INDIVIDUAL:** SOCIAL SECURITY NUMBER \_\_\_\_\_ HOME PHONE \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_

LIST ALL OFFICERS, PARTNERS, OR OTHER RESPONSIBLE PERSONS:

NAME: \_\_\_\_\_ TITLE \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

**BANK REFERENCES:** BANK NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP+4 \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
ACCOUNT # \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

**TRADE REFERENCES:** 1) COMPANY NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP+4 \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

Return Applications To: Sequel Electrical Supply LLC,  
\* PC \_\_\_\_\_

Home Office  
PO Box 3579 (39303-3579)  
1425 4th St, Meridian, MS 39301

Phone: 601.483.4903  
Fax: 601.483.4963  
arawson@sequellectricalsupply.com

TRADE REFERENCES:

2) COMPANY NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP+4 \_\_\_\_\_  
 PHONE #. \_\_\_\_\_ FAX #. \_\_\_\_\_

3) COMPANY NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP+4 \_\_\_\_\_  
 PHONE #. \_\_\_\_\_ FAX #. \_\_\_\_\_

4) COMPANY NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP+4 \_\_\_\_\_  
 PHONE #. \_\_\_\_\_ FAX #. \_\_\_\_\_

This application and the information contained herein is a request for the extension of credit for commercial business, residential, personal, and/or other use. The applicant authorizes the above-named creditor to obtain a written or oral credit report from any credit reporting agency. The applicant further authorizes any bank or commercial business with whom the applicant is doing or has done any type of business to give all necessary information to the creditor which will assist creditor in the credit investigation. The applicant further authorizes the creditor to reinvestigate the applicant's credit status from time to time as the creditor deems necessary and creditor may upon such reinvestigation deem it necessary to limit or terminate the credit arrangement with applicant in its sole discretion. Should applicant, at some future time deviate from the creditor's terms of sale, said creditor reserves the right to terminate future extension of credit with applicant. The applicant's account is subject to a SERVICE CHARGE computed at 1 1/2% per month which is 18% per annum, if not paid within 30 days of invoice date or maximum amount allowed by the state with jurisdiction, plus all attorney fees, court costs, and collection expenses. Applicant waives all rights regarding venue and agrees that any legal action regarding its account may be brought in the appropriate court.

RETURNED MERCHANDISE: No credit will be allowed for goods returned without prior written authorization. A deduction will be made to cover handling costs.

NO APPLICATION WILL BE PROCESSED WITHOUT THE SIGNATURE OF APPLICANT'S AUTHORIZED INDIVIDUAL. IN SUBMITTING THIS APPLICATION, I ACKNOWLEDGE THAT I AGREE TO THE CREDITOR'S TERMS AND CONDITIONS OF SALE.

NAME OF APPLICANT \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**PERSONAL GUARANTY**

THE UNDERSIGNED HAS COMPLETED THIS CREDIT APPLICATION FOR THE PURPOSE OF OBTAINING CREDIT FROM SEQUEL ELECTRICAL SUPPLY, LLC, AS AN INDUCEMENT TO SEQUEL ELECTRICAL SUPPLY, LLC, EXTENDING CREDIT TO THE ABOVE NAMED APPLICANT, EACH OF THE INDIVIDUALS SIGNING BELOW IN THE SPACE DESIGNATED FOR GUARANTOR(S), BY THEIR SIGNATURE BELOW, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTEE TO SEQUEL ELECTRICAL SUPPLY, LLC, THE PAYMENT OF ALL EXISTING INDEBTEDNESS OF THE APPLICANT, TOGETHER WITH ANY AND ALL AMOUNTS THAT THE APPLICANT SHALL AT ANY FUTURE TIME OWE TO SEQUEL ELECTRICAL SUPPLY, LLC, ON ACCOUNT OF MATERIALS, EQUIPMENT, OR ANY OTHER GOODS OR SERVICES FURNISHED OR SOLD, WHETHER SUCH INDEBTEDNESS IS IN THE FORM OF AN OPEN ACCOUNT, PROMISSORY NOTE, OTHER COMMERCIAL PAPER, OR OTHERWISE.

IF THE APPLICANT'S ACCOUNT IS PLACED WITH A COLLECTION AGENCY OR ATTORNEY FOR COLLECTION, THE UNDERSIGNED GUARANTOR AGREES TO PAY ALL ATTORNEY'S FEES, COURT COSTS, AND COLLECTION EXPENSES INCURRED TO COLLECT THIS ACCOUNT BALANCE.

THIS SHALL BE A PRIMARY, ABSOLUTE, UNCONDITIONAL, OPEN AND CONTINUING GUARANTY, AND SHALL CONTINUE IN FORCE UNTIL EXPRESSLY REVOKED BY WRITTEN NOTICE FROM THE UNDERSIGNED, MAILED BY CERTIFIED MAIL AND RECEIVED BY SEQUEL ELECTRICAL SUPPLY, LLC, AT ITS ABOVE PRINTED ADDRESS: PROVIDED, HOWEVER, THAT SUCH REVOCATION SHALL NOT IN ANY MANNER AFFECT THE LIABILITY OF THE UNDERSIGNED AS TO ANY INDEBTEDNESS OWED BY THE APPLICANT AT THE TIME OF SUCH REVOCATION OR AS TO ANY INDEBTEDNESS INCURRED BY APPLICANT PRIOR TO THE RECEIPT, BY SEQUEL ELECTRICAL SUPPLY, LLC, OF THE ABOVE MENTIONED REVOCATION NOTICE. IT IS THE INTENT OF THE UNDERSIGNED GUARANTOR TO BE PRIMARILY AND NOT SECONDARILY LIABLE FOR THE INDEBTEDNESS HEREBY ASSUMED AND GUARANTEED, AND THIS IS A GUARANTEE OF PAYMENT AND NOT MERELY A GUARANTEE OF COLLECTION.

THE TIME OF PAYMENT OF ANY INDEBTEDNESS HEREBY GUARANTEED MAY BE EXTENDED AND THE FORM OF INDEBTEDNESS CHANGED, WITHOUT NOTICE TO THE UNDERSIGNED GUARANTOR AND WITHOUT EFFECTING OR RELEASING THE LIABILITY OF THE UNDERSIGNED. NOTICED OF INDEBTEDNESS AND DEFAULT IN PAYMENT ARE HEREBY EXPRESSLY WAIVED BY EACH OF THE UNDERSIGNED. IT SHALL NOT BE NECESSARY FOR SEQUEL ELECTRICAL SUPPLY, LLC, TO PROCURE ANY JUDGEMENT AGAINST THE APPLICANT BEFORE DEMANDING AND RECEIVING PAYMENT FROM THE UNDERSIGNED FOR ANY INDEBTEDNESS GUARANTEED HEREBY, EACH OF THE UNDERSIGNED GUARANTORS HEREBY REPRESENT TO SEQUEL ELECTRICAL SUPPLY, LLC, THAT HE IS INTERESTED IN THE BUSINESS AND AFFAIRS OF THE APPLICANT, AND EACH UNDERSTANDS THAT IN THE ABSENCE OF THE GUARANTY, SEQUEL ELECTRICAL SUPPLY, LLC, WILL NOT EXTEND CREDIT TO THIS APPLICANT CURRENTLY OR IN THE GUARANTORS FUTURE.

GUARANTOR(S) GRANT PERMISSION TO SELLER TO OBTAIN PERSONAL CREDIT INFORMATION FROM PERSONAL REFERENCES FURNISHED AND/OR FROM CREDIT BUREAU REPORTS, AS MAY BE DEEMED ADVISABLE. THE UNDERSIGNED INDIVIDUAL(S) HEREBY KNOWINGLY CONSENT TO THE USE OF SUCH REPORT IN ANY MANNER CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 USC 1681, CT SEQ.

DATE \_\_\_\_\_  
 GUARANTOR(S)

_____	_____	_____
PRINT	SOCIAL SECURITY NUMBER	SIGNATURE
_____	_____	_____
PRINT	SOCIAL SECURITY NUMBER	SIGNATURE

# Terms and Conditions of Sale

1. All sales are expressly conditional on Buyer's agreement to the terms and conditions on this form. Any order or statement of intent to purchase any GOODS FROM Sequel Electrical Supply, LLC, hereafter referred to as "Seller", or any direction to proceed with engineering, procurement, manufacture or shipment of any of said goods, or acceptance of all or part of such goods or payment of all or part of such goods shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are denied to by Seller and will not be binding to Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Payment terms are Net 25.
3. Quotations, unless otherwise stated, will expire 30 days from date thereof and may be modified or withdrawn by seller prior to any acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes; and where applicable, such taxes shall be billed as a separate item and paid by the Buyer. Seller reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations or sale only; any increase or decrease in quantities is solely at the option of Seller. Seller assumes no responsibility for quoted or sold materials meeting any job specifications or requirements unless specifically so stated in its written quotation. Seller is merely quoting its interpretation of Buyer's requirements and bill of material. All quotations are subject to corporate credit approval and are not an offer to sell on an open account basis.
4. As to goods delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damage shall be on Buyer. Deliveries by contract or common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to specific items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Seller.
5. Shipping dates are not guaranteed, but if stated, are based upon best information available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) and act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, acts of terrorism, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
6. Goods sold by Seller are the products of reputable manufacturers. Seller shall use reasonable efforts to obtain from each manufacturer in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in this paragraph. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY
7. Seller's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Seller shall not, under any circumstance, be liable, or any labor charges without the prior written consent of seller. Seller shall not in any circumstance be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty tort (including negligence) or other grounds.
8. Goods will not be accepted for return after 90 days from date of delivery. Normally stocked items in resale condition will be accepted for credit subject to a restocking charge. Manufacturers restocking charges will apply when material is returned to manufacturer. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All goods claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. Since the products sold by Seller are not manufactured by Seller but are sold under its respective manufacturer's brand or trade names, Seller hereby disclaims any and all warranties against patent infringement of any intellectual property rights of any nature. Seller shall, however, if given prompt notice by the Buyer of any claim of patent infringement with respect to any product sold hereunder, request the manufacturer to grant for the Buyer such indemnity rights as the manufacturer may customarily give with respect to such product.
11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
12. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial payment or other adequate assurance of performance before manufacture or shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants Seller a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
13. Orders may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
14. If the applicant's account is placed in the hands of a third party (attorney, collection agency, etc.) for collection, the undersigned buyer agrees to pay all court costs, attorney fees, and collection expenses incurred in the collection of this account balance.

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Initials