



ENERGY  
SOLUTIONS

Rexel Energy Solutions  
115 North Seventh Street, Fall River, MA 02720  
PO Box 468, Fall River, MA 02722  
(508)679-8106 Fax (508)678-4883  
email: [rexelcredit@munroelectric.com](mailto:rexelcredit@munroelectric.com)

## APPLICATION FOR CREDIT

Application submitted to Rexel Energy Solutions and its subsidiaries, trade name entities, and business units (collectively the Seller).

BRANCH LOCATION \_\_\_\_\_ SALESPERSON NUMBER/ID \_\_\_\_\_ CUSTOMER TYPE \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

SUBSIDIARY/ DIVISION OF \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ PO BOX \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

BUSINESS IS \_\_\_\_\_ PROPRIETORSHIP \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION \_\_\_\_\_ COUNTY \_\_\_\_\_

INCORPORATED IN WHAT STATE? \_\_\_\_\_ YEARS BUSINESS ESTABLISHED? \_\_\_\_\_

PURCHASE ORDER REQUIRED? \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ CONTRACTOR LICENSE\* \_\_\_\_\_

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

**TAXABLE? YES NO**  
**IF NO, ATTACH EXEMPTION CERTIFICATE**  
**Tax will be charged without valid certificate on file.**

**OWNERS/OFFICERS - If sole proprietorship or partnership complete entire section below. If a corporation complete Name and Title section.**

Name \_\_\_\_\_ Home Address, City, State, Zip \_\_\_\_\_ S/S # \_\_\_\_\_

Title \_\_\_\_\_ Home Phone \_\_\_\_\_ DL. Lic. # \_\_\_\_\_

Name \_\_\_\_\_ Home Address, City, State, Zip \_\_\_\_\_ S/S # \_\_\_\_\_

Title \_\_\_\_\_ Home Phone \_\_\_\_\_ DL. Lic. # \_\_\_\_\_

Name \_\_\_\_\_ Home Address, City, State, Zip \_\_\_\_\_ S/S # \_\_\_\_\_

Title \_\_\_\_\_ Home Phone \_\_\_\_\_ DL. Lic. # \_\_\_\_\_

### TRADE REFERENCES

NAME OF BUSINESS \_\_\_\_\_ ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_ TELEPHONE \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Bank Name \_\_\_\_\_ Checking \_\_\_\_\_

Address \_\_\_\_\_ Officer Name \_\_\_\_\_ Phone \_\_\_\_\_ Savings \_\_\_\_\_

Bonding Company Name \_\_\_\_\_ Bonding Agent \_\_\_\_\_

Bonding Company \_\_\_\_\_ Agent Address \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

\*BY SUBMITTING THIS APPLICATION YOU AGREE THAT ALL PURCHASES WILL BE GOVERNED BY SELLER'S TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME OF SALE. It is agreed that all purchases of products and/or services from Rexel Energy Solutions, its affiliates, subsidiaries, trade name entities, and business units (collectively "Seller") are conditioned on and made pursuant to Seller's Terms & Conditions of Sale, which are subject to change from time to time, and are available at [www.rexelenergysolutionsusa.com](http://www.rexelenergysolutionsusa.com) and also upon request. The undersigned certifies the information above to be correct, that it is submitted for the purpose of obtaining credit, and agrees to send to the Seller written notice by certified mail of any changes in ownership form of applicant's business within five days of such changes. Applicant certifies by signing this application, that the business is not insolvent, gives authorization to contact the references listed above for credit information and agrees that credit information may be given to other trade sources as a normal course of business. A faxed copy of this credit application can be considered as the original.

(COMPANY NAME)

(DATE)

SIGNATURE (PRESIDENT/VICE PRESIDENT/PARTNER/PROPRIETOR)

### GUARANTY OF INDEBTEDNESS

The undersigned Guarantor(s) in order to induce Rexel Energy Solutions and its subsidiaries, trade name entities, and business units (collectively the Seller) to extend credit to applicant herein does hereby unconditionally personally guarantee all sums which may be owed by applicant to the Seller, whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing Guarantor(s). The Seller may joint or independently modify indebtedness, accept or releases collateral, or release the applicant, without releasing the undersigned Guarantor(s), any of all of which actions may be taken without notice to Guarantor(s). If the Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of execution of this Guaranty. Performance of this Guaranty shall be at Seller's location as stated in Terms and Conditions and the undersigned Guarantor(s) promise to pay the indebtedness and obligators incurred hereunder at the Seller's location as stated in Terms and Conditions. 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 consents to the use of such report in any manner consistent with Federal Fair Credit Reporting Act as contained in 15 USC 1681, cf seq. Applicant warrants that the materials to be purchased are not for any personal, family, or household purposes. A faxed copy of this credit application can be considered as the original.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Guarantor's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

## Seller's Terms & Conditions of Sale ("Terms & Conditions") - Rev. Nov 2010

**1. ACCEPTANCE:** Acceptance of any order is subject to credit approval by Seller, acceptance of the order by Seller and, when applicable, Seller's Vendor (i.e. manufacturers, vendors, or other third parties that provide goods to Seller for resale to Buyer). If Seller, in its sole discretion, determines that Buyer's credit becomes unsatisfactory or it has reasonable grounds for insecurity, Seller reserves the right, upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this agreement with no liability to Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER, BUYER CONFIRMS THAT THESE TERMS & CONDITIONS SHALL GOVERN ALL PURCHASES OF GOODS (i.e. GOODS, MATERIALS AND/OR SERVICES PROVIDED TO BUYER BY SELLER) BY BUYER FROM SELLER, AND NO CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) WILL CHANGE THESE TERMS & CONDITIONS UNLESS ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TERMS & CONDITIONS VERBALLY. SELLER OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO SELLER, UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

**2. PRICES AND TAXES:** Buyer agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate, and indicates which Goods are covered by it. Prices on special-order Goods may be subject to change before shipment; Seller shall notify Buyer of any change, and Buyer may at its discretion cancel the special-order Goods if the revised prices are unacceptable, without charge other than applicable Vendor related charges.

**3. PAYMENT:** Payment terms are 30 days net from the invoice date or upon such other terms approved by Seller in writing. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. If Buyer fails to make any payment when due, Seller reserves the right to suspend performance. Buyer agrees to pay a charge on all amounts past due at the rate of 1 1/2% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's reasonable attorney fees and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction.

**4. TITLE AND RISK OF LOSS OR DAMAGE:** 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. All other sales are F.O.B., point of shipment, and Buyer takes title and assumes responsibility for risk of loss or damage at the point of shipment for such sales. Claims for Goods damaged in transit are Buyer's sole responsibility when not delivered by Seller's truck.

**5. QUOTATIONS:** All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.

**6. ASSIGNMENT:** An order shall not be assigned by either party without the express written consent of the other. Consent will not be required, however, for internal transfers and assignments as between either party and its affiliates, and nothing herein shall limit either party's right to factor or sell receivables.

**7. RETURN OF PRODUCTS AND ORDER CANCELLATION:** Seller shall accept returns of normal stock Goods for a period of thirty (30) days following shipment for exchange or refund of the purchase price; provided, that Goods must be in their original cartons, unopened and unused and are subject to appropriate restocking/cancellation fees equal to the greater of (1) the cost incurred by Seller from its Vendor as a result of the cancellation, or (2) 25% of the purchase price. Any Goods, stock or direct, ordered by Seller as Buyer-specific and/or non-returnable to its Vendor are subject to a restocking/cancellation fee of 100% of the cost of the Goods.

**8. TERMINATION:** Either party may terminate the whole or any part of the other party's performance under a purchase order if there is a material breach of these Terms & Conditions. In the event of any such breach, the non-breaching party will provide the breaching party with written notice of the nature of the breach and the non-breaching party's intention to terminate for default. In the event the breaching party does not cure such failure within ten (10) days of such notice, the non-breaching party may, by written notice, terminate the order; provided, that the breaching party shall continue its performance to the extent not terminated.

**9. INTERPRETATION RESPONSIBILITY; PRODUCT USE AND SAFETY:** Seller does not guarantee that the Goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying Seller's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that Seller's Goods will be accepted on any specific job. When Seller offers substitute Goods on any proposal, Buyer is solely responsible for confirming their acceptability. BEFORE BUYER USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

**10. DELIVERY:** Factory shipping dates given in advance of actual shipment are approximate and not guaranteed.

**11. EXCUSABLE DELAYS:** Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller's Vendor, or 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. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

**12. CLAIMS:** Claims for any nonconforming Goods must be made by Buyer, in writing, within ten (10) days of Buyer's receipt of such Goods and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such Goods by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods.

**13. WARRANTIES:**

(a) SELLER'S WARRANTIES: Seller warrants that all Goods sold are new and, upon payment in full by Buyer of the Goods, free and clear of any security interests or liens. Buyer's exclusive remedy for breach of such warranties shall be replacement with a new product or termination of any security interests or liens. Seller is a distributor and not a manufacturer and makes no independent warranties other than those set forth herein.

(b) VENDOR'S WARRANTIES: Seller shall also assign to Buyer any Vendor warranties and/or remedies provided to Seller by its Vendor.

(c) INTELLECTUAL PROPERTY INFRINGEMENT: SELLER DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURE. SELLER SHALL, IF GIVEN PROMPT NOTICE BY BUYER OF ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT WITH RESPECT TO ANY GOODS SOLD HEREUNDER, REQUEST THE MANUFACTURER TO GRANT FOR THE BUYER SUCH WARRANTY OR INDEMNITY RIGHTS AS THE MANUFACTURER MAY CUSTOMARILY GIVE WITH RESPECT TO SUCH GOODS.

(d) LIMITATIONS: THERE ARE NO OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS, IMPLIED OR BY STATUTE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. NO REPAIR OF GOODS OR OTHER COSTS ARE ASSUMED BY SELLER UNLESS AGREED TO, IN ADVANCE, IN WRITING.

**14. LIMITATIONS OF LIABILITY:** UNLESS APPLICABLE LAW OTHERWISE REQUIRES, SELLER'S AND ANY VENDOR'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE TERMS & CONDITIONS, FROM THE USE OF THE GOODS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. NEITHER SELLER NOR ITS VENDORS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, CONSEQUENTIAL OR PENAL DAMAGES (INCLUDING, BUT NOT LIMITED TO BACKCHARGES, LABOR COSTS, COSTS OF REMOVAL, REPLACEMENT, TESTING OR INSTALLATION, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, DAMAGE TO ASSOCIATED GOODS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES). 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 THESE TERMS & CONDITIONS, 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.

**15. EXPORTS:** If Goods are sold for export, Seller's standard terms & condition for export sales apply. Acceptance of export orders is not valid unless confirmed in writing by Seller. Buyer, NOT Seller, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Goods purchased from Seller.

**16. ANTI-MONEY LAUNDERING RESTRICTIONS:** Seller rejects questionable orders and payments: Except for pre-approved credit arrangements, Seller rejects third-party payments, cashiers' checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer's name; wire transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to Seller.

**17. GOVERNING LAW:** These Terms & Conditions and all disputes related to it shall be governed by the laws of the State of New York, United States of America, without giving effect to its conflict of law rules.

**TO THE EXTENT NOT CONTRARY TO APPLICABLE LAW, THE FOLLOWING SHALL APPLY:**

**18.** Buyer waives any available homestead exemption as well as any and all requirements or rights with regard to notice, demand, presentment, or protest and appoint any employee of Seller or attorney to appear in any court of competent jurisdiction for the purpose of confessing judgment for all amounts due Seller pursuant to these terms and conditions.

**19.** Buyers and/or Guarantors transacting business in Connecticut acknowledge that they have the right under S52-278(a)-(g) subject to certain limitations to notice of and hearing on Seller's right to obtain a prejudgment remedy, such as attachment or garnishment, upon commencing litigation against Buyers and/or Guarantors. Buyers and/or Guarantors hereby waive all rights to notice, judicial hearing or prior court order in connection with Seller's obtaining 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.

**IMPORTANT NOTICE:** THIS INSTRUMENT PERMITS SELLER TO OBTAIN AND USE YOUR INDIVIDUAL CREDIT HISTORY FOR CREDIT EVALUATION PURPOSES. THIS INSTRUMENT FURTHER CONTAINS A CONFESSION OF JUDGMENT PROVISION AND OTHER WAIVERS, WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE, AND IF YOU DO NOT PAY ON TIME, ALLOWS SELLER TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE OR YOUR PRIOR KNOWLEDGE. BY ACCEPTING THESE TERMS YOU GIVE UP YOUR RIGHT TO NOTICE AND TRIAL. THE POWERS OF THE COURT CAN BE USED TO COLLECT THE AMOUNT DUE REGARDLESS OF ANY CLAIMS YOU MAY HAVE WHETHER FOR RETURNED OR FAULTY GOODS, FAILURE BY SELLER TO COMPLY WITH THIS AGREEMENT, OR ANY OTHER CAUSE.