



**APPLICATION FOR CREDIT**

H.H. Benfield Electric Supply Co., Inc.	25 Lafayette Ave. White Plains, NY 10603	PH (914) 948-6660	Credit FX (914) 948-0741
Benfield Electric Supply Corp.	708-12 East 133 <sup>rd</sup> St. Bronx, NY 10454	PH (718) 706-8600	Credit FX (914) 948-0741
Benfield Control Systems Inc.	55 Lafayette Ave. White Plains, NY 10603	PH (914) 948-3231	FX (914) 948-5145
Benfield Lighting Inc.	100B Tec St. Hicksville, NY 11801	PH (516) 822-8800	FX (516) 822-8834
Benfield International Inc.	55 Lafayette Ave. White Plains, NY 10603	PH (914) 948-0995	FX (914) 328-7071

The above-named five (5) entities, both individually and collectively, (hereinafter "Seller") hereby enter into this Application for Credit, which includes the Personal Guarantee of the Applicant's principal(s), with:

Company Name ("Purchaser"): \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Type of Organization:  Proprietorship  Partnership  Corporation  Joint Venture  Non-Profit  Ltd Liability  Other \_\_\_\_\_

Taxable Status – Exempt :  No  Yes (Please provide the appropriate Tax Certificate) State / Federal ID# \_\_\_\_\_

**Principals, Owners, Partners, and/or Officers (if needed, list additional names on separate page, which shall be incorporated herein).**

Name	Title	Home Address (State, City, Zip Code)	( ) -	Phone Number
_____	_____	_____	( ) -	_____
_____	_____	_____	( ) -	_____

Accounts Payable Manager / E-mail \_\_\_\_\_

Purchasing Agent / E-mail \_\_\_\_\_

Please list any other Business or Trade Names or Affiliates: \_\_\_\_\_

If any Principals were in business previously, please provide business name, location, dates and reasons for discontinuing: \_\_\_\_\_

If any Principals were or are currently involved in bankruptcy proceedings, please provide name (personal or business), location, dates, type of bankruptcy, and outcome of proceedings: \_\_\_\_\_

**Trade References** List Suppliers where you currently have an *active* account (if needed, list additional names on on separate page, which shall be incorporated herein):

Name	Address (State, City, Zip Code)	Phone Number	Fax Number
1. _____	_____	( ) -	( ) -
2. _____	_____	( ) -	( ) -
3. _____	_____	( ) -	( ) -

**Bank References**

Name	Address (State, City, Zip Code)	Account #	Phone Number	Fax Number
_____	_____	_____	( ) -	( ) -

The undersigned certifies the above information to be true and correct, that it is submitted for the purpose of obtaining credit with Seller and agrees to the Terms and Conditions of Sale of Seller on pages 3 and 4 herein, and any changes to those terms which may occur in the future, all of which are herein incorporated by reference. The undersigned further authorizes Seller to request and receive credit reports from credit bureaus and other credit service organizations regarding the undersigned's personal and/or business credit for the purposes of investigating the Purchaser's business and its eligibility for commercial credit. The undersigned consents to an investigation into the creditworthiness of the Purchaser, and of any personal guarantor of Purchaser.

Authorized Signature of Purchaser \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



CONTINUING INDIVIDUAL PERSONAL GUARANTY

**Individual Name:** \_\_\_\_\_

**Individual Name:** \_\_\_\_\_

Please sell and deliver to Purchaser: (Name of Company) \_\_\_\_\_ or its representatives, pursuant to the Terms and Conditions of Sale contained on the following two (2) pages of the Credit Application, which are incorporated herein by reference and made a part hereof, such merchandise as they or their representatives may order or select, and in consideration thereof, the undersigned (each a "Guarantor" and collectively, the "Guarantors"), hereby fully guarantee and agree that the Guarantor(s) shall be personally responsible, jointly and severally, for the payment whether by open account acceptance, note or otherwise, together with all other damages and costs for which Purchaser may be obligated to Seller, together with twenty five percent (25%) of all unpaid amounts as legal fees which Guarantor(s) are also obligated to pay as damages to Seller in the event the delinquent account is turned over to an attorney for collection. The Guarantor(s) hereby waive notice of the acceptance hereof, amounts of sale, dates of shipments or deliveries, notice of default in payment and legal proceedings against Purchaser. Guarantor(s) acknowledge that this Guaranty is a condition of Seller extending commercial credit to Purchaser. The interest rate applicable to the Purchaser's account shall continue to accrue after Seller obtains a judgment against Guarantor(s) until the date of collection.

This is intended to be, and shall be construed to be, a Continuing Personal Guaranty ("Guaranty") applying to all sales made by Seller to Purchaser, and shall not be revoked by: (1) the death of Guarantor(s); (2) the sale or transfer of Purchaser subsequent to the execution of this Guaranty; or (3) the departure, resignation and/or disassociation for any reason, of Guarantor(s) from Purchaser. This Guaranty shall remain in force and effect until the Guarantor(s) shall have given notice in writing to Seller to make no further advances on the security of this Guaranty, and until such notice shall have been received by an authorized agent of Seller. The revocation of this Guaranty is only effective for purchases made after receipt by the Seller of the written revocation. Unless Seller agrees in writing otherwise, this Guaranty shall extend to the transactions between Seller and Purchaser, as well as any successor or related business entities or to any other business entity in which the undersigned owns or holds an interest. Guarantor(s) agree to notify Seller in writing of any changes in form of the Purchaser's business or ownership of Purchaser's business within five (5) days of such change, otherwise this Guaranty shall extend to Purchaser, and any successor companies, individuals or assignees, or related entities, as a condition of maintaining an open account with Seller. The obligation of the Guarantor(s), where more than one, shall be joint and several, and the death, discontinuance or discharge for any reason as to one or more of the undersigned shall not operate as a discontinuance or discharge as to any of the others.

It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be unlimited. The undersigned consents to an investigation into the creditworthiness of the Guarantor(s).

**Individual Guarantor's Signature** \_\_\_\_\_

**(Please Print)** \_\_\_\_\_

**Date** \_\_\_\_\_

**Individual Guarantor's Signature** \_\_\_\_\_

**(Please Print)** \_\_\_\_\_ **Date** \_\_\_\_\_



## APPLICATION FOR CREDIT

### TERMS AND CONDITIONS OF SALE

1. All sales made by Seller are subject to these Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Purchaser's purchase order or any other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized by Seller's authorized representative in writing. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations between the parties are merged herein. Seller's terms and conditions are subject to change upon written notice and all future sales will be subject to such changes and all future extensions of credit are at the sole and absolute discretion of Seller.
2. Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted in writing by Purchaser within thirty (30) days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are within Seller's sole discretion and are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices indicated do not include any sales, excise, or other governmental tax or charge payable by Seller to any Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price at Purchaser's cost. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.
3. Seller shall not be liable for delay or default in delivery and all quotations and agreements are subject to any cause within and/or beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, damage or destruction of goods, transportation shortages, manufacturer's shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control.
4. Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the same manner warranted and guaranteed to Purchaser by the original manufacturer of such goods.
5. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT OF MATERIALS. PURCHASER MUST GIVE SELLER WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE GOODS. ALSO SELLER MUST BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT OF MATERIALS IS EXPRESSLY CONDITIONED ON AND LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY BREACH BY SELLER OF THESE TERMS AND CONDITIONS OF SALE, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.
6. No credit for goods returned by Purchaser shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within seven (7) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice completely and fully describes the shortage and/or damage alleged. Seller's responsibility hereunder ceases upon issuance of Bill of Lading. Seller shall not be liable to Purchaser for goods that are damaged or lost while in the possession of common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Special order items are considered billable at the time of order and are nonreturnable.
7. Any change in quantities or destination may result in a price adjustment by Seller.

8. Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's order of goods and acceptance of such will be deemed to be premised on final approval by architects, engineers, or other third parties on behalf of Purchaser, and not on Seller's interpretation.
9. The representative of Purchaser who signs the delivery ticket and accepts delivery of materials, agrees to inspect all materials delivered for accuracy prior to installation.
10. It is the express responsibility of purchaser to verify that seller has provided purchaser with the precise materials that purchaser has ordered. Seller shall bear no liability whatsoever for purchaser accepting and/or installing incorrect materials. If seller delivers incorrect material due solely to its own error, seller's sole responsibility is to pick up the incorrect material and goods from purchaser and deliver to purchaser the correct materials and goods in a timely fashion at seller's expense. Purchaser remains responsible for the cost of all materials and goods it accepts and does not return. No discounts will be issued by seller due to an incorrect delivery of either materials or goods.
11. Seller's standard cash discount for all stock items will follow the terms of the manufacturer and is extended ONLY for payment on or before the tenth (10<sup>th</sup>) day of the month following that month in which the purchase is made. Payments not made by the tenth (10<sup>th</sup>) of the month will be Net on the twenty fifth (25<sup>th</sup>) of the month following that month in which the purchase is made. A monthly service charge (up to the maximum allowable by law) will be added to all invoices past due thirty (30) days or more to help defray the expenses of carrying costs and additional costs.
12. Purchaser agrees that the Seller is entitled to twenty five percent (25%) of all amounts due as attorney fees in the event that a delinquent account is turned over to attorneys for collection. Also, Purchaser agrees to pay on all amounts due the highest interest rate allowed by law, but not exceeding twenty four percent (24%) per annum.
13. If Purchaser fails to comply with these Terms and Conditions of Sale, or Purchaser's credit becomes unsatisfactory in Seller's sole and absolute discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Seller written notice of any changes in the form of Purchaser's business within five (5) days of such changes.
14. Purchaser and seller agree and intend that there are no third party beneficiaries to these terms and conditions and that purchaser and seller are the sole intended beneficiaries of these terms and conditions.
15. Seller or an authorized representative has my authorization to contact any references given here.
16. The invalidity or unenforceability (in whole or in part) of any provision, term or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition. Seller will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision hereof, unless specifically set forth in writing and executed by an authorized representative of Seller. No such waiver by Seller will constitute a waiver of such provision or breach on any other occasion. These Terms and Conditions of Sale, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the substantive laws of the New York without regard to its conflict of laws rules. Any legal action with respect to any transaction hereunder must be commenced within one (1) year after the cause of action has accrued.

AGREED AND ACCEPTED

Authorized Signature of Purchaser	Title	Date
Signature of Personal Guarantor	Title	Date
Signature of Personal Guarantor	Title	Date
Signature of Personal Guarantor	Title	Date