

# APPLICATION FOR BUSINESS CREDIT



**BORDER STATES**  
Supply Chain Solutions™

Please return to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CUSTOMER	LEGAL BUSINESS NAME and DBA, if applicable _____		APPLICATION DATE _____	
	SHIPPING ADDRESS _____ CITY _____		STATE _____	ZIP _____
	BILLING ADDRESS _____ CITY _____		STATE _____	ZIP _____
	TELEPHONE NUMBER _____	FAX NUMBER _____	CELL NUMBER _____	
	TYPE OF BUSINESS _____			
BUSINESS STRUCTURE	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER _____	NUMBER OF EMPLOYEES _____	OWNER/PRESIDENT _____	
		IN BUSINESS SINCE _____	PURCHASING AGENT _____	
	ENGINEERING DEPT _____			
	MAINTENANCE DEPT _____			
FED TAX# _____				
SS# _____				
LICENSING INFORMATION	ELECTRICIANS LICENSE # _____ TYPE _____ STATE _____			
NAME _____ (MASTER OR CLASS B)				
CREDIT REQUEST	AMOUNT OF MONTHLY CREDIT REQUESTED _____	ACCOUNTS PAYABLE CONTACT PERSON _____		
TRADE REFERENCES	FIRM NAME _____ ADDRESS _____ PHONE _____			
	1 _____	EMAIL _____		
	FIRM NAME _____ ADDRESS _____ PHONE _____			
	2 _____	EMAIL _____		
	FIRM NAME _____ ADDRESS _____ PHONE _____			
3 _____	EMAIL _____			
FIRM NAME _____ ADDRESS _____ PHONE _____				
4 _____	EMAIL _____			
BANK REFERENCE	BANK _____ CITY _____ STATE _____			
CONTACT PERSON _____		CHECKING ACCT# _____		
PHONE # _____		ROUTING NUMBER _____		
SALES TAX	SALES TAX TO BE CHARGED? YES ___ NO ___		IF "NO" PLEASE COMPLETE AND SIGN A SALES TAX EXEMPTION CERTIFICATE AND RETURN WITH THIS APPLICATION.	
OFFICE USE BRANCH# _____	ARE YOU SUBJECT TO A CITY OR COUNTY TAX? YES ___ NO ___			
SALES TERRITORY _____	IF YES, WHICH CITY OR COUNTY? _____			
CUSTOMER GROUP _____	<b>Invoices are emailed.</b>			
PRICE LEVEL _____	<b>Please provide the e-mail address of your Accounts Payable Department:</b> _____			
SR _____	TERMS AND CONDITIONS: SEE REVERSE SIDE YOUR SIGNATURE IS REQUIRED ON THE REVERSE SIDE TO PROCESS THIS APPLICATION.			
TRANS ZONE _____				
APPROVAL BR MGR _____				

## TERMS AND CONDITIONS OF CREDIT

In consideration for Border States Industries, Inc., dba Border States Electric Supply and Shealy Electrical Wholesalers, a Division of Border States, and includes its wholly-owned subsidiaries, Border States Electric Supply of New Mexico, Inc., Border States Electric Supply of Tennessee, Border States Electric Supply of Minnesota, Inc., Border States Electric Supply of Texas, Inc., Electrical Wholesale Supply Company of Utah, Inc. and Western Extralite Company, ("Company") permitting the undersigned individual or entity ("Applicant") to purchase materials from the Company, the Applicant agrees that the following terms and conditions shall control with respect to all business dealings, determinations, and sales:

1. The person(s) signing this credit application ("Application") warrants and represents to the Company that they have full authority to enter into this Application on behalf of the Applicant. Applicant represents that all materials purchased from the Company are for agricultural, business or commercial purposes only and not for personal, family or household purposes. The Applicant understands that the submittal of this Application does not constitute a credit account until approved by the Company.
2. Applicant agrees to pay for all materials purchased from the Company by the due date according to the terms of sale stated on each invoice or as otherwise agreed to in writing between the Applicant and the Company. All accounts are due and payable at the address shown on the Company's invoice. Prompt payment discounts offered, if any, on invoices may be taken only if the invoice is paid in accordance with the payments terms on each invoice. In accordance with our credit card policy, an early payment discount may not be available if the Applicant provides payment with a credit card. Credit availability shall be at the sole discretion of the Company and may be terminated or changed at any time by the Company. The Company specifically reserves the right to require payment in cash for any shipment or delivery should the Company so determine.
3. Applicant agrees to pay late payment fees on all past due amounts at a rate of 1.5% per month, but not to exceed the highest rate lawfully allowed in the state in which this Application is executed. Acceptance of any payment from Applicant without the accrued interest included shall not be deemed to be a waiver of such accrued interest.
4. To the extent allowed by applicable law, the Applicant agrees to pay all costs of collection incurred by the Company relating to this Application or the Applicant's account including reasonable attorneys' fees, expert witness fees and costs, without regard to whether a lawsuit or arbitration is commenced. The law of the state where the Company's branch office with primary responsibility for servicing the Applicant is located shall govern. Any action arising out of or relating to this Application or disputes concerning the Applicant's account commenced by the Applicant shall be brought by the Applicant in the county and state where the Company's office with the primary responsibility for serving Applicant is located. This choice of law and venue provision is a negotiated term and an integral part of the bargained for consideration for this Application.
5. Company's Terms and Conditions of Sale apply to all transactions between Company and Applicant and are incorporated herein by reference. These terms are located at [www.borderstates.com](http://www.borderstates.com) and may be updated as necessary by Company. No terms or conditions or purchase orders of the Applicant that are different from the Company terms will become part of any contract unless approved in writing and signed by the Company.
6. As security for the payment obligations of the Applicant owing the Company under any outstanding invoice, the Applicant hereby grants to the Company a security interest in the goods described in such invoice or invoices, together with the proceeds thereof. The Applicant agrees to provide the Company with such financing statements and other documents as the Company may request in order to perfect its security interest. In addition, the Applicant appoints the Company as its attorney-in-fact to execute and file any such financing statement or statements necessary to perfect the Company's security interest. Company retains all rights, as appropriate and necessary, to file mechanics liens, bond rights, and file lawsuit for payment.
7. The Company is hereby authorized to investigate the references listed in this Application pertaining to the credit and financial responsibility of the Applicant. As often as the Company may request, the Applicant will provide financial statements and such other financial information of the Applicant (and any guarantor of Applicant's account) as the Company shall request from time to time. In addition, the Company is authorized to obtain, from time to time, credit reports on the Applicant. The undersigned hereby consent(s) to the Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorize the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et. seq.

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

8. In the event of any change in character of ownership of the Applicant's business whether by incorporation or otherwise, by addition of partners, members or any other change in the ownership interest of the Applicant, Applicant shall immediately notify Company. Any change not relayed to Company may be grounds for a breach of this agreement and Application and Company may revoke any and all credit terms. The Company will rely on the information provided in the Application until notified by Applicant to the contrary. Any notice contemplated by this paragraph shall be sent by the Applicant, by certified mail, return receipt requested, to the Company at the address shown on the then most current invoice.

By signing below, the Applicant acknowledges its agreement to these Terms and Conditions of Credit.

Name of company or entity: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTY**

The undersigned, whether one or more, jointly and severally, as an inducement to the Company to extend credit terms, do hereby unconditionally guaranty the payment of any and all obligations, debts and/or liabilities (including interest and attorneys' fees), of the Applicant which have in the past or may in the future be owing the Company on open account or otherwise under the same conditions. The obligations under this guaranty are primary and independent of the Applicant's obligations, and the undersigned waive: (1) any right to require the Company to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining thereto; (2) diligence, demand, presentment for payment and protest; (3) the application of any statutory provisions requiring joinder or limiting the liability of a surety, endorser or guarantor; and (4) notice of any extension, forgiveness, re-structuring or modification of Applicant's present or future indebtedness to the Company.

The undersigned hereby consent(s) to the Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guaranty(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorizes the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. ¶ 1681 et. seq.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Name Printed: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

Name Printed: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

GUARANTOR MAY REVOKE THIS GUARANTY AS TO FUTURE TRANSACTIONS ONLY BY SERVING WRITTEN NOTICE UPON THE COMPANY, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESS THAT THE ACCOUNT IS MANAGED. RECEIPT OF SUCH NOTIFICATION WILL NOT RELIEVE GUARANTOR OF ITS GUARANTY LIABILITY BY THE COMPANY FOR ANY ORDERS ACCEPTED BY THE COMPANY ON OR BEFORE THE DAY THE COMPANY RECEIVES SAID REVOCATION.