

AMPERAGE ELECTRICAL SUPPLY, INC.

359 W. IRVING PARK RD., ROSELLE, IL 60172

PH: 630 894-8100 / FAX: 630 894-8188

APPLICATION FOR OPEN ACCOUNT

APPLICANT'S BUSINESS NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____ GENERAL EMAIL _____

PURCHASING EMAIL _____ ACCTS PAYABLE EMAIL _____

NATURE OF BUSINESS _____ WE ARE A SUBSIDIARY OF _____

APPLICATION GIVEN BY _____ YEARS IN BUSINESS _____ NUMBER OF EMPLOYEES _____

TYPE OF BUSINESS: _____ CORPORATION _____ CO-PARTNERSHIP _____ LIMITED PARTNERSHIP _____ INDIVIDUAL BUSINESS

IMPORTANT: PLEASE ATTACH MOST RECENT FINANCIAL STATEMENT IF AVAILABLE.

THE PRINCIPAL OWNERS OR STOCKHOLDERS ARE: (LIST ANY ADDITIONAL ON SEPARATE PAGE)

NAME	ADDRESS	CITY/STATE/ZIP	TEL	SSN

PRESIDENT _____ VICE PRESIDENT _____

DO YOU HAVE AUTHORIZED PURCHASERS? IF SO PLEASE ATTACH LIST OF NAMES _____

ACCOUNTS PAYABLE CONTACT _____ PURCHASING AGENT _____

BANK REFERENCE _____ BANK TELEPHONE NO _____

ACCOUNT NO _____ CONTACT PERSON _____

PLEASE LIST THREE SUPPLIERS WE MAY CHECK FOR CREDIT EXPERIENCE

NAME	ADDRESS	CITY/STATE/ZIP	TEL AND FAX

ANY CREDITORS OWED \$ 5,000.00 OR MORE? _____ NO _____ YES IF YES, PLEASE LIST ON A SEPARATE PAGE

SALES TAX EXEMPT? _____ NO _____ YES IF EXEMPT, PLEASE FURNISH A SALES TAX EXEMPT CERTIFICATE.

P.O. NO. REQUIRED? _____ NO _____ YES WRITTEN P.O. REQUIRED? _____ NO _____ YES

AMPERAGE'S CUSTOMER CREDIT TERMS ARE NET 30.

APPLICANT AGREES THAT IF PAYMENT IS NOT RECEIVED BY AMPERAGE ELECTRICAL SUPPLY, INC. ("AMPERAGE") WITHIN AMPERAGE'S TERMS, APPLICANT AGREES TO PAY A SERVICE CHARGE EQUAL TO THE LESSER OF 1 1/2% PER MONTH OR THE MAXIMUM ALLOWED BY LAW. THIS SERVICE CHARGE WILL BE ADDED TO ALL SUCH PAST DUE BALANCES. APPLICANT HEREBY AUTHORIZES AMPERAGE TO INVESTIGATE APPLICANT'S CREDIT. APPLICANT AUTHORIZES AMPERAGE TO OBTAIN EITHER A WRITTEN OR ORAL CREDIT REPORT ON APPLICANT AND/OR THE PRINCIPAL OWNERS OR STOCKHOLDERS OF APPLICANT INDIVIDUALLY. APPLICANT FURTHER AUTHORIZES ANY BANK WITH WHOM APPLICANT IS DOING OR HAS DONE BUSINESS TO GIVE ANY AND ALL NECESSARY INFORMATION TO AMPERAGE WHICH WILL ASSIST AMPERAGE IN CREDIT INVESTIGATION, AND RELEASE ANY CLAIM APPLICANT OR APPLICANT'S PRINCIPAL OWNERS OR STOCK HOLDERS HAVE FOR BREACH OF CONTRACT OR INVASION OF PRIVACY BECAUSE OF INFORMATION FURNISHED TO AMPERAGE.

STANDARD TERMS AND CONDITIONS OF SALE APPEAR ON THIS AND THE PAGE 2 OF THIS APPLICATION. IT IS AGREED THAT SALES BY AMPERAGE ELECTRICAL SUPPLY, INC. WILL BE BASED ON THESE TERMS AND CONDITIONS.

SIGNATURE OF OFFICER/PROPRIETOR PRINTED NAME TITLE DATE

***** (SIGNATURE ALSO REQUIRED AT BOTTOM OF PAGE 2) *****

TERMS AND CONDITIONS

1. GENERAL AGREEMENT. ALL SALES ARE EXPRESSLY CONDITIONED ON THE TERMS AND CONDITIONS SET FORTH ON THIS AND THE FIRST PAGE OF THIS FORM, ALONG WITH THOSE CONTAINED IN ANY ATTACHMENTS HERETO. NO ADDITIONAL OR DIFFERENT TERMS SHALL APPLY (WHETHER A PART OF BUYER'S PURCHASE ORDER OR OTHER COMMUNICATION FROM BUYER) UNLESS EXPRESSLY AGREED TO IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF AMPERAGE ELECTRICAL SUPPLY, INC. AND/OR ITS SUBSIDIARIES (AMPERAGE). NOTICE IS HEREBY GIVEN THAT AMPERAGE DOES OBJECT TO ANY DIFFERENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON THEM. ACCEPTANCE OF OR PAYMENT FOR ANY OF THE GOODS CONSTITUTES BUYER'S AGREEMENT TO THE AMPERAGE TERMS AND CONDITIONS.
2. WARRANTY DISCLAIMERS. SINCE THE GOODS SOLD HEREUNDER ARE NOT MANUFACTURED BY IT, AMPERAGE AND SUBSIDIARY COMPANIES MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, AS TO WORKMANSHIP, PERFORMANCE, QUALITY, DURABILITY, FITNESS FOR PURPOSE OR MERCHANTABILITY FOR ANY OF THE ARTICLES IT SELLS. THIS DISCLAIMER IS FOR ALL LIABILITY INCLUDING, AMONG OTHERS, LIABILITY FOR CONSEQUENTIAL AND SPECIAL DAMAGES. THE ONLY WARRANTIES APPLYING TO SUCH ARTICLES ARE THOSE WHICH ARE WRITTEN AND ARE SPECIFICALLY PROVIDED BY THE MANUFACTURER. AMPERAGE MAKES NO WARRANTIES, BUT IT DOES MAINTAIN AND PROVIDE TO ANY CUSTOMER UPON REQUEST, INFORMATION CONCERNING THE MANUFACTURERS' WARRANTIES. **THE WARRANTY EXPRESSED IN THIS PARAGRAPH 2 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND AMPERAGE MAKES NO IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**
3. DELIVERY. SHIPPING DATES GIVEN IN ADVANCE OF ACTUAL SHIPMENT ARE ESTIMATED. AMPERAGE SHALL NOT BE LIABLE FOR FAILURE TO PERFORM OR DELAY IN PERFORMANCE RESULTING FROM FIRE OR OTHER CASUALTY LOSS, LABOR DIFFICULTIES, TRANSPORTATION PROBLEMS, INTERRUPTIONS OR DELAYS IN THE USUAL SOURCE OF SUPPLY, OR ANY OTHER CAUSE BEYOND ITS REASONABLE CONTROL. ALL DIRECT SHIPMENTS ARE F.O.B. POINT OF SHIPMENT, AND EACH SHIPMENT OR DELIVERY SHALL BE CONSIDERED A SEPARATE AND INDEPENDANT TRANSACTION. RESPONSIBILITY FOR FILING CLAIMS WITH THE MANUFACTURER OR CARRIER, AS THE CASE MAY BE, RESTS WITH THE BUYER.
4. TAXES. THE PRICES FOR GOODS DO NOT INCLUDE ANY SALES, USE OR OTHER TAXES OR CHARGES PAYABLE TO THE STATE OR LOCAL AUTHORITIES. TO THE EXTENT THAT SUCH TAXES DO NOT APPEAR AS AN ADDITIONAL SEPARATELY ITEMIZED CHARGE, BUYER CERTIFIES THAT THE SALE OF THE GOODS IS EXEMPT FROM SUCH TAX AND BUYER ASSUMES THE LIABILITY FOR ANY SUCH TAX WHICH MAY BE FOUND TO BE DUE, HEREBY AGREEING TO IDEMNIFY AND HOLD AMPERAGE HARMLESS WITH RESPECT THERETO.
5. SERVICE CHARGES. A SERVICE CHARGE IN THE AMOUNT OF THE LESSOR OF 1 1/2 % PER MONTH (18% PER ANNUM) , OR THE MAXIMUM ALLOWED BY LAW, WILL BE ADDED TO ALL INVOICES THAT ARE PAST DUE.
6. RETURNS. NO GOODS MAY BE RETURNED WITHOUT THE WRITTEN CONSENT OF AMPERAGE, WHICH CONSENT, IF GIVEN, SHALL BE UNDERSTOOD ONLY AS (a) ACCEPTANCE FOR CREDIT OF THE GOODS RETURNED IN THE SAME CONDITION AS THEY WERE WHEN DELIVERED TO APPLICANT, (b) UPON THE PAYMENT BY APPLICANT OF ALL TRANSPORTATION CHARGES WITH THE RESPECT TO THE DELIVERY AND RETURN OF THOSE GOODS, AND (c) IN ADDITION, A RESTOCK FEE OR HANDLING CHARGE. IN NO CIRCUMSTANCE WILL GOODS MADE TO ORDER BE ACCEPTED FOR RETURN.
7. DISCOUNT. ALL GOODS SOLD ARE AT THE NET PRICE INDICATED ON INVOICES, UNLESS A DISCOUNT IS EXPRESSLY NOTED ON THAT INVOICE. NO DISCOUNT ON EXCISE OR SALES TAX.
8. REGARDLESS OF ANY DELAY OR OMISSION TO EXERCISE ANY RIGHT OR POWER HEREUNDER, NO PROVISION HEREOF SHALL BE DEEMED WAIVED BY AMPERAGE UNLESS SUCH WAIVER IS IN WRITING AND ENDORSED THEREON BY AMPERAGE; NOR SHALL ANY SUCCEEDING BREACH OR DEFAULT.
9. APPLICANT HEREBY FREELY OFFERS TO AMPERAGE CERTAIN INFORMATION SUBMITTED FOR THE PURPOSE OF INDUCING AMPERAGE TO AFFORD THE CREDIT APPLIED FOR AND SUBSEQUENT HERETO, TOGETHER WITH PERMISSION TO INVESTIGATE THE TRUTHFULNESS THEREOF, BUT WITH THE UNDERSTANDING THAT AMPERAGE MAY RELY THEREON WITHOUT RELIANCE ON ANY OTHER SOURCE OF INFORMATION. AMPERAGE MAY WITHDRAW CREDIT AND OPEN ACCOUNT PRIVILEGES FROM APPLICANT AT ANY TIME FOR ANY REASON WHATSOEVER OR WITHOUT REASON, AND AMPERAGE SHALL NOT BE LIABLE FOR ANY SUCH ACTION ON ITS PART.
10. APPLICANT SHALL PAY AND DISCHARGE ALL COSTS, EXPENSES, AND REASONABLE ATTORNEY'S FEES INCURRED BY AMPERAGE IN ENFORCING THE COVENANTS AND AGREEMENTS OF THE OPEN ACCOUNT, WHETHER BY THE INSTITUTION OF LITIGATION OR IN THE TAKING ADVICE OF COUNSEL, OR BOTH.
11. EXTRA EXPENSE. NO LABOR EXPENSE OR OTHER CHARGES WILL BE ACCEPTED BY AMPERAGE AS A RESULT OF THE USE OR MODIFICATION OF ANY OF THE GOODS SOLD HEREUNDER, UNLESS APPROVED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF AMPERAGE PRIOR TO THE INCURRING OF EXPENSE.
12. LIABILITY. AMPERAGE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES OF BUYER AS SET FORTH HEREIN ARE EXCLUSIVE AND THE LIABILITY OF AMPERAGE WITH RESPECT TO ANY CONTRACT OF SALE OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED.
13. QUOTATIONS, RECEIPT OF ORDERS AND ACKNOWLEDGEMENTS. AS TO QUOTATIONS BY AMPERAGE AND AS TO THE RECEIPT OF CUSTOMER ORDERS AND THE ACKNOWLEDGEMENT OF SUCH ORDERS, ALL OF THE FOREGOING SHALL APPLY (EXCEPT THAT REFERENCE TO GOODS SOLD HEREUNDER" SHALL MEAN "GOODS TO BE SOLD HEREUNDER"), AND IN ADDITION THERETO, THE FOLLOWING:
 - A. THE OBLIGATION OF AMPERAGE TO SUPPLY THE GOODS IS EXPRESSLY CONDITIONED ON THE MANUFACTURER CONTINUING TO PRODUCE SUCH GOODS AND UNLESS OTHERWISE INDICATED PRICES ARE BASED ON NO CHANGE IN PRICE BY THE MANUFACTURER.
 - B. EXCEPT AS NOTED ABOVE, PRICES ARE FIRM FOR 30 DAYS. AN EXCEPTION WOULD BE METAL COMMODITIES WHICH MAY CHANGE DAILY. (EX: PIPE, WIRE)
 - C. UNLESS OTHERWISE INDICATED, FIXTURE PRICES DO NOT INCLUDE LAMPS.
 - D. CHANGES FROM ANY QUOTATION OR ORDER ACCEPTED BY AMPERAGE, INCLUDING A REDUCTION IN QUANTITIES, DELETION OF ITEMS, AND DELAYS AS TO RELEASE DATES, MAY RESULT IN PRICE CHANGES.
 - E. AMPERAGE RESERVES THE RIGHT TO ACCEPT OR REJECT ALL PURCHASE ORDERS, WHETHER ISSUED AS TO TERMS QUOTED, OR OTHERWISE.
 - F. IF IN THE JUDGEMENT OF AMPERAGE THE FINANCIAL CONDITION OF BUYER AT THE TIME THE GOODS ARE READY FOR SHIPMENT DOES NOT JUSTIFY THE EXTENSION OF CREDIT, AMPERAGE RESERVES THE RIGHT TO REQUIRE FULL PAYMENT IN CASH BEFORE SHIPMENT OR DELIVERY.
 - G. IN ALL QUOTATIONS IT IS THE RESPONSIBILITY OF THE BIDDING CONTRACTOR TO VERIFY THAT THE ITEMS AND QUANTITIES QUOTED ARE CORRECT. ALTHOUGH AMPERAGE WILL ENDEAVOR TO QUOTE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, OR OTHER INFORMATION SUBMITTED IT MAKES NO WARRANTIES OR GUARANTIES IN THIS REGARD, AND ASSUME NO RESPONSIBILITY FOR CORRECTNESS AS TO QUANTITIES, FITNESS FOR PURPOSE OR PERFORMANCE. IN THOSE INSTANCES WHERE APPROVED DRAWINGS OR CUTS ARE REQUIRED AND SUBMITTED, NO GOODS WILL BE RELEASED UNTIL APPROVED COPIES HAVE BEEN RETURNED.
 - H. ALL STANDARD AND SPECIAL "TERMS AND CONDITIONS" OF SALE, IN EFFECT BY THE VARIOUS MANUFACTURERS OF THE MATERIAL OFFERED IN THIS QUOTATION, SHALL BE CONSIDERED IN THEIR ENTIRETY AS A PART OF THE AMPERAGE TERMS AND CONDITIONS OF SALES IN THE SAME MANNER AS IF FULLY WRITTEN OUT IN THIS QUOTATION.
14. OTHER TERMS AND CONDITIONS. NO TERMS AND CONDITIONS OTHER THAN THOSE HERIN STATED, AND NO AGREEMENT OR UNDERSTANDING IN ANYWAY PURPORTING TO MODIFY THESE TERMS OR CONDITIONS, SHALL BE BINDING UPON AMPERAGE UNLESS CONSENTED TO IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF AMPERAGE. OUR ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THESE TERMS AND CONDITIONS.

SIGNATURE OF OFFICER/PROPRIETOR

PRINTED NAME

TITLE

DATE



PERSONAL CONTINUING GUARANTEE FOR:

Company Name _____

Company Address _____

I _____, ("Guarantor"), hereby personally and unconditionally guarantee the payment of all present and future indebtedness from _____ ("Customer" or Applicant") to Amperage Electrical Supply, Inc. whether such indebtedness is now owed or hereafter incurred.

I waive all notices from Amperage. I agree that Amperage is not required to proceed against Customer as the principal debtor before proceeding against me individually on this Guaranty.

I agree that my personal liability under this Guarantee will not be deemed to be released or discharged by any extension of time, or by any other modification, substitution, settlement, supplement, or compromise granted to the Customer or Applicant, or by any change in the legal form or ownership of the Customer or Applicant.

This is a continuing guarantee and will remain in force until revoked by me by notice in writing sent certified mail to Amperage, Attention: Credit Manager. If I revoke this Guarantee, I agree that the revocation only is effective for purchases or other transactions entered into after the confirmed receipt of such notice by Amperage, and I understand that I remain fully and personally liable for all materials purchased by Customer before Amperage receives such notice.

I have seen and reviewed Customer’s Application for Open Credit with Amperage, and agree with such terms. I agree that if Amperage needs to pursue me under this Guarantee or if collection becomes necessary (judicial or non-judicial), that I have to pay all costs of collection, including, but not limited to reasonable attorneys’ fees. If Amperage receives funds for me based on this Guarantee, it is up to Amperage to determine which of the specific Customer or Applicant invoices will be cleared with such funds. The venue for enforcing rights under this Guarantee is in Amperage’s sole discretion.

I authorize Amperage to obtain my written or oral credit reports, and authorize any bank with whom I do or have done any type of business to give any and all necessary information to Amperage as part of its credit investigation. I expressly release any claim I have or may have for breach of contract or invasion of privacy because of information furnished to Amperage as part of any credit investigation.

The parties agree that facsimile signatures will have the same binding force as original signatures.

Dated _____

Signed by _____
Individually and Personally

Print Name _____

S.S. # (Confidential) _____

Residential Address _____

Home Telephone _____ Cell _____

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____

Notary Signature _____