



CREDIT APPLICATION & AGREEMENT

Power Wholesale Electric, Inc

sales@pweco.com

tel:(310)-632-2600

1110 E. Dominguez St, Carson, CA
90746

- To POWER WHOLESAL E ELECTRIC, INC.: For the purpose of procuring and establishing credit, from time to time, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition

APPLICATE: BUSINESS OR CORPORATION NAME 1.					APPLICATION DATE	
BUSINESS STREET ADDRESS 2.				BILLING ADDRESS: STREET OR P.O. BOX		
CITY 3.	STATE	ZIP CODE	CITY	STATE	ZIP CODE	
BUSINESS TELEPHONE NO. 4.	YEARS BUSINESS WAS ESTABLISHED	NUMBER OF EMPLOYEES		MONTHLY STATEMENT OF ACCOUNT REQUIRED "YES" "NO"		
WE ARE ENGAGED IN THE BUSINESS OF: 5.				TYPE OF BUSINESS "PARTNERSHIP" "SOLE PROPRIETOR" "CORPORATION"		
CONTRACTOR'S LICENSE NO. 6.		A/P CONTACT NAME FAX NUMBER		BUSINESS BUILDING IS "OWNED" "RENTED"		

OWNERS (IF APPLICANT IS A SOLE PROPRIETOR OR PARTNERSHIP)

OFFICERS (IF CORPORATION)

NAME 7.	TITLE	HOME ADDRESS	HOME PHONE NO.
NAME 8.	TITLE	HOME ADDRESS	HOME PHONE NO.

BANK OR SAVINGS AND LOAN ASSOCIATION:

NAME 9	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT
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APPLICANT'S PRINCIPAL CREDIT REFERENCES (LIST ATLEAST THREE)

NAME 10.	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
NAME 11.	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING



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12. Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an Assignment for the benefit of creditors? WRITE ANSWERS YES OR NO

13. Are taxes owed by Applicant to any taxing authority current? Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years?

14. Is the Applicant or and of its Owner, Principals, Partners, Officers, or Directors a guarantor or endorser of debts or notes owned by others?

15. Does Applicant now have a merchandise order pending with Power Wholesale Electric, Inc.? If yes, what is the approximate amount of the order? \$

APPLICANT: 1) Please complete and sign the second page, 2) Please attach a current financial statement, 3) If contractor, please include a copy of your registration surety bond.

If you have a resale card please attach a copy of it. (without this copy you will be charged sales tax)

All invoices are due on a net 30 day basis. We also understand and agree that PWE has out permission at any time to conduct a credit investigation including but not limited to bank and trade references, and credit bureaus. If this account goes out of terms, we agree to pay reasonable lea charges (not to exceed 2% per month, as permitted by law), attorney fees, collection agency fees and other costs associated with their collection efforts. The laws of the state of California shall govern out relation.

In consideration of PWE extending credit to the company shown on this application, the undersigned jointly and severally agree to be personally liable for the payment of any amounts owing to PWE and may at any time, require the undersigned to execute a personal guarantee or require company to give PWE a secured interest in product sold. Also, the undersigned agree that if this account goes out of terms, PWE may apply charges to the following credit card which is in the name of the undersigned.

Visa/AMEX/DISCOVER _____ By:(Signature)_____



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In consideration of Power Wholesale Electrical, Inc., and all assumed or fictitious names under which it does business, and of all its affiliates, parents, subsidiaries, and related companies, (hereinafter collectively Seller) extending credit to the Applicant, Applicant agrees to pay for all items delivered to or at the request of the Applicant by the 15th of the month following purchase. The applicable cash discount may be taken if Seller's invoice is paid not later than 10th of the month following purchase. All accounts are due and payable at the remittance address shown on the Seller invoice. Applicant acknowledges that a monthly service charge may be issued on all sums due to Seller, which have no been pain withing thirty (30) days from invoice date, and Applicant agrees to promptly pay said service charge shall be 1-1/2% per month, but not to exceed the highest amount lawfully allowed by contract in the state in which this application is executed; it shall be issued on the thirty-first (31st) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees with regard to such service charges, Applicant and Seller are parties to a written contract. Applicant agrees to notify Seller in writing in ownership or status of ownership and further agrees that, notwithstanding any change in ownership, status of ownership, business form or entity, all charges incurred will remain the responsibility of Applicant unless agreed to by Seller in writing.

By his signature hereon, Applicant agrees that each of the terms and conditions of sale stated on the front and back of the Seller's invoice, shall be a term of the contract of each sale from Seller to Applicant.

In case of any default in relation to any transactions made pursuant to this Application, Applicant shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial, and on any appeal, review or reconsideration thereof, and any such fees or costs incurred after any award or judgement is entered. Jurisdiction and venue for any legal action shall be in the state and county of: (a) where this agreement is signed, (b) where the materials at issue were purchases, (c) where the materials were incorporated, and (d) as otherwise provided by law, with Seller having sole right to choose among these jurisdictions and venues for any particular dispute. This Application shall be governed by and construed in accordance with the law of jurisdiction in which Seller elects to bring an action without resort to principles of conflicts of law. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remainder of this agreement will continue in full force and effect. The undersigned warrants that the above agreement has been carefully read and the Applicant understands the same.

BY SIGNATURE BELOW, APPLICANT EXPRESSLY AGREES TO ALL THE TERMS OF THE APPLCAITON AND TO THE FOLLOWING:

- 1. Applicant authorizes Seller to obtain credit and financial information concerning Application at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.
2. (Sole Proprietor or Partnership Only) The undersigned expressly consent(s) to Seller obtaining credit and financial information concerning Applicant and/or a consumer credit report on (Sole Proprietor/Partner) at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.

Signed By: Sole Proprietor/Partner
Authorized Signature Authorized Signature

Personal guaranty

The undersigned, jointly and severally, in consideration of the monthly billing privileges requested by the applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said applicant which have in the past or may in the future be owing to the seller on open-account or otherwise, including without limitation and service charges, the undersiged agree to all the terms of the aforementioned sales agreement. The undersigned further waive all presentments, demands for performance, notice of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this guaranty shall affect the liability of any of the undersigned. In case seller enforces guaranty, the undersigned, jointly and severally, shall pay seller's reasonable attorneys and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection,arbitration,trial and on any appeal, review, or reconsideration thereof , and such fees and costs incurred after any award or judgment is entered. The undersigned, jointly and severally, agree to the same jurisdiction and venue for any legal action on this guaranty as agreed to by applicant above in the agreement, with seller having the sole right to choose among these jurisdictions and venues for any particular dispute. If any provision of this guaranty is held to be invalid, illegal or unenforceable, the remainder of this guaranty will continue in full force and effect.

Signed By Name:
Guarantor Guarantor