



BUSINESS CREDIT APPLICATION

Fax applications to: (713) 300-7779 Attention Credit Department
 Mail applications to: 6355 Clara Rd, Suite #100, Houston, TX 77041

Customer Information	BUSINESS NAME		APPLICATION DATE	
	SHIPPING ADDRESS		CITY	STATE ZIP
	BILLING ADDRESS		CITY	STATE ZIP
	TELEPHONE NUMBER	FAX NUMBER	CELL NUMBER	
	SPECIAL DIRECTIONS TO YOUR BUSINESS		TYPE OF BUSINESS	
Business Structure	CORPORATION or LLC PARTNERSHIP PROPRIETORSHIP OTHER _____	NUMBER OF EMPLOYEES	OWNER/PRESIDENT	
			PURCHASING AGENT	
	FED TAX#	IN BUSINESS SINCE	ENGINEERING DEPT	
	SS#		MAINTENANCE DEPT	
Credit	AMOUNT OF MONTHLY CREDIT REQUESTED	ACCOUNTS PAYABLE CONTACT PERSON AND E-MAIL ADDRESS		
Trade References	FIRM NAME	ADDRESS	PHONE	
	1		FAX	
	FIRM NAME	ADDRESS	PHONE	
	2		FAX	
	FIRM NAME	ADDRESS	PHONE	
3		FAX		
FIRM NAME	ADDRESS	PHONE		
4		FAX		
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.	

ARE YOUR PURCHASES SUBJECT TO ANY CITY OR COUNTY TAX? YES _____ NO _____

IF YES, WHICH CITY(S) OR COUNTY(S)?

First SOURCE Electrical terms and conditions of sale:

AN AUTHORIZED SIGNATURE ON THE REVERSE SIDE ACKNOWLEDGING OUR TERMS AND CONDITIONS OF SALE IS REQUIRED TO PROCESS THIS APPLICATION.

Internal use only:	Account opened: _____	Credit limit: _____	Approved: _____
Salesperson: _____	Matrix / Contracts: _____	Terms: _____	Approved: _____

FIRST SOURCE ELECTRICAL, LLC - TERMS AND CONDITIONS OF SALE

In consideration for First SOURCE Electrical, LLC, ("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 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 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 otherwise agreed to in writing among the Applicant and the Company. All accounts are due and payable at the address shown on the Company's invoice. Credit availability shall be at the sole discretion of the Company and may be terminated and/or changed at any time by the Company.
3. Applicant agrees to pay interest on all past due amounts at a rate of 1.5% per month on the past due balance, 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 laws of the State of Texas shall be applicable to all actions arising under this agreement between Applicant and the Company. In the event of litigation, venue shall be in Houston, Texas.
5. No terms or conditions or purchase orders of the applicant that are different from the Company terms of sale will become part of any contract unless approved in writing signed by the Company.
6. As security from the payment of the 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.
7. The Company is hereby authorized to use external credit reporting services and investigate the references listed in this Application pertaining to the credit and financial responsibility of the Applicant. The Company may request, the Applicant to provide financial statements and such other financial information of the Applicant (and any guarantor of Applicant's account) from time to time as a condition of extending credit. In addition, the Company is authorized to obtain, 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 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.

Signature: _____ SS# _____

8. The Applicant acknowledges that the Company has not made any representations or warranties of any kind, express or implied, including without limitation, warranties as to merchantability or fitness or suitability for a particular use or purpose, and is not responsible for any loss or damage, including special or consequential, directly or indirectly arising from the use of such goods. The Company expressly disclaims all such warranties. The Applicant further acknowledges that all goods are delivered "as is".
9. 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. 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.
10. Promptly following receipt of any goods from the Company, the Applicant shall inspect the same. Any claim for shortage must be made within three (3) days following receipt of the goods. All other claims against the Company must be made within thirty (30) days after the receipt of such goods purchased by the Applicant. All claims not made in writing received by the Company from the time period specified above shall be deemed waived by the Applicant.

By signing below Applicant represents all information provided in this application is accurate to the best of their knowledge and Applicant agrees to the terms and conditions of sale of First SOURCE Electrical as listed above.

Company name: _____

Signed: _____

Title: _____ Date: _____

PERSONAL GUARANTY

The undersigned, as an inducement to First SOURCE Electrical, LLC (the Company) to extend credit terms, hereby provides 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 waives: (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 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 consents 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 _____, _____

Signed: _____ SS# _____

GUARANTOR MAY REVOKE THIS GUARANTY AS TO FUTURE TRANSACTIONS ONLY BY SERVING WRITTEN NOTICE UPON 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.