



Confidential Credit Application to

Davis Wholesale Electric, Inc.

11581 Vanowen Street; North Hollywood, CA 91605
Phone (818) 392-2400 Fax (818) 764-1531

Web

Wholesale Distributors

Business Name: _____ **DBA** _____

Billing Address _____ **City** _____ **State** _____ **Zip** _____

Shipping Address _____ **City** _____ **State** _____ **Zip** _____

Business Phone# _____ **Cell Phone #** _____ **Business Fax** _____

Contractors License # _____ **Business Started** _____ **Federal Tax I.D.** _____

Do you pay sales tax? _____ **Re-Sale #** _____ **P.O.#'s Required?** _____
(Sales Tax will be added to all purchases unless we have a signed re-sale card on file.)

Select choice of how you would like to receive invoices and statements:

_____ **E-mail** **E-mail Address** _____

_____ **Fax** **Fax #** _____

_____ **US Mail**

CHECK ONE: _____ **Corporation** _____ **Partnership** _____ **Sole Proprietor** _____ **Non-Profit** _____ **Government**

OWNERS/OFFICERS:

NAME _____ **TITLE** _____ **SS#** _____

NAME _____ **TITLE** _____ **SS#** _____

TRADE CREDIT REFERENCES:

| | |
|---------------------------------------|---------------------------------------|
| NAME: _____ | NAME: _____ |
| ADDRESS: _____ | ADDRESS: _____ |
| CITY, ST _____ | CITY, ST _____ |
| PHONE# _____ FAX# _____ | PHONE# _____ FAX# _____ |
| NAME: _____ | NAME: _____ |
| ADDRESS: _____ | ADDRESS: _____ |
| CITY,ST _____ | CITY,ST _____ |
| PHONE# _____ FAX# _____ | PHONE# _____ FAX# _____ |

MONTHLY CREDIT LINE REQUESTED \$ _____

The person(s) signing this application certify that all of the information is true and correct and authorizes Davis Wholesale Electric, Inc. to investigate any reference herein listed or statements or other data obtained from me or from any other person(s) pertaining to my credit or financial responsibility. Terms of sale are Net 30 days from invoice date. Invoices paid after 30 days from invoice date are subject a late fee.. Any discount, if applicable, will be allowed if the payment is received by the 10th of the month following the statement date, provided no prior invoices are past due. Any invoice(s) not paid by the end of the month, following the statement date will be considered PAST DUE and subject to a 1-1/2% per month service charge. The undersigned agrees to pay all expenses, including court costs, legal and administrative expenses, and attorney fees paid or incurred by Davis Wholesale Electric, Inc. in endeavoring to collect the sums due and owing by the applicant. Payment of credit accounts may be made with check or cash of U.S. currency. If a sole proprietor or partnership makes this application, I (we) grant permission for Davis Wholesale Electric, Inc. to obtain a consumer credit report for the purpose of evaluating the credit worthiness of this application.

Customer's Signature: _____ **Date:** _____

Customer's Signature: _____ **Date:** _____

CONTRACT OF CONTINUING GUARANTEE

In consideration of DAVIS WHOLESALE ELECTRIC SUPPLY COMPANY (herein "DAVIS"), now hereafter extending credit to _____ (herein the "Company"), the undersigned do(es) hereby guarantee the timely payment of said account (including service charges, if any) as regards all sums now owing or hereafter becoming due and as regards all extensions of credit which may be granted by DAVIS to the Company in the future for as long as this guarantee remains in effect as hereinafter provided.

This is intended as a contract of continuing guarantee and shall apply with respect to all past and future indebtedness of the Company to DAVIS.

The liability of the undersigned for any unpaid balance shall not be affected by any compromise, settlement, extension of credit, or variation of terms affected by or with the Company and DAVIS, nor shall it be necessary for DAVIS TO PROCURE THE CONSENT OF THE UNDERSIGNED OR GIVE ANY NOTICE IN REFERENCE THERETO.

THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE OF THIS GUARANTEE, NOTICE OF NON-PAYMENT AND/or non-performance, notice of the amount of indebtedness outstanding at any time and notice of any demand and/or collection proceedings against the Company.

This guarantee is to remain in full force and effect until written notice of the withdrawal of same has been served by the undersigned upon DAVIS at its office at 11581 Vanowen Street, North Hollywood, CA by United States Certified Mail, return receipt demanded, or written notice of withdrawal personally served on the manager of such once provided, further, that such withdrawal shall in no event be effective as to new transactions until five (5) days subsequent to the actual receipt of such notice.

The undersigned further agrees to pay all expenses, including court costs, legal and administrative expenses, and attorney fees paid or incurred by DAVIS in endeavoring to collect the sums due and owing by the Company or in connection with the enforcement of this guarantee.

I (we) agree that invoices and monthly statements are accurate in all respects unless I (we) notify DAVIS within ten (10) days of receipt of the invoices or statements in writing.

I (we) grant permission for any person, trade reference or reporting agency to furnish DAVIS, any and all information, including but not limited to any consumer report, D&B business report, Experian consumer or business report, which may periodically be requested.

The benefits and obligations hereof shall extend to and bind the heirs, administrator, successors, and assigns of the respective parties hereto.

This guarantee and performance thereunder shall be constructed and determined according to the laws of the State of California. The obligations hereunder shall not be considered fully satisfied and discharged unless and until all payments by Guarantor are no longer subject to any right of any person or entity to set aside such payments or to seek to recoup the amount of such payments, or any part thereof. The foregoing shall include, by way of example, and not by way of limitation, all rights to recover preferences voidable under Title 11 of the United States Code. In the event that any such payments are set aside, in whole or in part, or settled without litigation, Guarantor shall be liable for the full amount DAVIS is required to repay plus costs, interest, attorneys' fees and any and all expenses which DAVIS incurred in connection therewith.

Date: _____

Signature _____

Printed Name _____