

PLEASE PRINT OR TYPE ALL INFORMATION

Date: _____

LEGAL BUSINESS NAME: _____

Trade Name or DBA: _____

Phone: () _____ **Fax:** () _____ **Cell:** () _____

Billing Address: _____

Street Address (if Billing is a P.O. Box): _____

Shipping Address (If different from Billing): _____

Date Business Established ___/___/___ **Business Type:** LLC Sole Proprietor Partnership Corporation

Tax Status: Taxable Tax Exempt (If Tax Exempt ONLY) Resale # _____ Please attach Certificate

Business Premises: Rented Owned In Whose Name _____ **Electrical License #** _____

List all members of LLC's, all partners of partnerships or officers of corporations below

Name of Officer/Partner/Member	Title	Home Address City, State & Zip	Home Phone	Social Security #
1. _____	_____	_____ () _____	_____	____-____-____
2. _____	_____	_____ () _____	_____	____-____-____
3. _____	_____	_____ () _____	_____	____-____-____

BANK NAME: _____ **Account #:** _____ **Tel. #:** () _____

Bank Address: _____ **Bank Contact Name:** _____

CREDIT REFERENCES – Firms with whom you have done business with for at least one year.

Company Name	A/C #	Phone #	Fax #
1. _____ / _____	_____ () _____	_____ () _____	_____
2. _____ / _____	_____ () _____	_____ () _____	_____
3. _____ / _____	_____ () _____	_____ () _____	_____
4. _____ / _____	_____ () _____	_____ () _____	_____

Invoice Delivery Option: EMAIL FAX () _____ U.S. Mail Attn: _____

Do you want prices to appear on your packing slips? YES NO

UNCONDITIONAL CONTINUING GUARANTY

I, the undersigned, do hereby agree that in consideration of U.S. Electrical Services, Inc. ("USES!") and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies making delivery of any and all goods, materials, merchandise and/or equipment which may be ordered and/or delivered to the above Buyer, do hereby unconditionally guaranty personally, irrespective of any representative title annexed to my signature, and agree to assume liability for the payment of all bills rendered or to be rendered which are not paid promptly by the Buyer, its subsidiaries, successors, assigns, affiliates, officers and/or directors, when due and subject to all of the terms and conditions of this credit agreement and I agree to pay all costs of collection, including 30% attorney's fee, together with interest on any unpaid balance at the rate of 11/2% per month(18% per annum), or the maximum allowed by law. I do expressly waive notice of sale and delivery of any goods, materials, merchandise and/or equipment to the said purchase, notice of nonpayment thereof, notice of extension of time for the payment of any and all goods, wares, merchandise and/ or equipment and notice of presentment and protest of any notes or other evidences of indebtedness received by USES! and/or indebtedness of the purchasing corporation, company, or business without in any way changing, releasing or discharging me from my obligations hereunder. This guaranty shall remain in full force and effect until a revocation by registered mail is sent to, received and agreed to in writing by USES!. Further, such revocation, if agreed to and accepted by USES!, will only be effective with regard to materials purchased after the revocation notice is received by USES! This guarantee shall be binding upon the undersigned and the undersigned(s)' heirs, administrators, executors, and successors and assigns.

GUARANTOR(S) ACKNOWLEDGE(S) THAT SAID TRANSACTION IS A COMMERCIAL TRANSACTION AND WAIVES GUARANTOR(S)' RIGHTS TO NOTICE AND HEARING ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH USES! MAY DESIRE TO USE, AND FURTHER WAIVES ALL REQUIREMENTS OF DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS UNDER THE CREDIT AGREEMENT.

X _____ **Print Name:** _____ **Social Security No.:** _____ - _____ - _____
full signature required, no title - Street Address City State Zip Code: _____

X _____ **Print Name:** _____ **Social Security No.:** _____ - _____ - _____
full signature required, no title - Street Address City State Zip Code: _____

I hereby affix my Notary seal and sign below as evidence of the signature(s) above belonging to the individual(s) above named who has/have personally appeared before me and who, if not known to me, has/have provided valid identification confirming their identity.

Notary Public - Printed

Notary - Signature

Date

My Commission Expires

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Account (Company) Name and DBA's : _____ Date _____

U.S. Electrical Services, Inc. - TERMS AND CONDITIONS OF SALE

1. U.S. Electrical Services, Inc. a corporation with a Regional Headquarters located at One Dodge Dr., West Caldwell, NJ 07006 (hereinafter "USES") and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies (hereinafter collectively referred to as "Seller"), offers no guarantees or warranties of any kind whatsoever, including any warranties of merchantability or of fitness for a particular purpose, either expressed or implied, on merchandise sold by it, and the undersigned, hereinafter referred to as Buyer, herein assumes all risks and liability for the results obtained in the use of any merchandise sold by Seller and Buyer agrees that Seller shall not be liable for any consequential damages that may result from defective or unfit merchandise. The only warranties on the merchandise sold by Seller are the warranties made by the manufacturer.
2. Price quotations shall not contain sales tax, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Any quotations including sales tax are subject to adjustment in the event that the State tax rate shall be changed. Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall be added when applicable. Oral representations may not be relied upon. Seller hereby rejects Buyer's terms and conditions including, without limitation, on any purchase orders.
3. **All sales shall be final and no merchandise may be returned unless consented to by Seller and unless Buyer provides Seller's invoice number. Buyer agrees not to back-charge Seller or take a credit against any amount owed Seller for any reason without first obtaining the written authorization of the Seller.**
4. Buyer agrees not to repair or replace any merchandise purchased from Seller or backcharge Seller or take a credit against any amount owed Seller for same without written authorization from Seller to allow Seller the option of notifying the manufacturer of any defective merchandise and repairing or replacing any defective merchandise, . Seller agrees to act within a reasonable time of receiving notice. None of the provisions of this paragraph shall in any way modify or invalidate, either in part or in whole, any of the provisions of paragraph 1.
5. Seller will use its best efforts but does not guarantee delivery dates and all delivery dates given are estimates.
6. Any cash discount allowed and the terms of same will be printed on Seller's invoice and Buyer agrees not to take any such discount unless Buyer has complied with said terms and not to deduct any greater amount than allowed. Cash discounts shall not be taken unless payment is made by the tenth day of the month following the month of purchase.
7. Buyer agrees to pay all invoices for merchandise sold to it by Seller according to the terms hereof. Payment in full must be made no later than the last day of the month following the month of the purchase and failure of Buyer to make timely payments shall constitute a default. Any invoice unpaid as of the last day of the month following the month of any purchase shall be subject to a service charge at 1 1/2% per month (18% per annum) or the maximum allowed by law. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges.
8. Upon the occurrence of an event of default; (i) All invoices outstanding together with accrued interest thereon and any other sums due under this Credit Agreement, shall, at the option of the Seller, become immediately due and payable; (ii) Seller may cancel or reject any purchase order or scheduled delivery of materials of the Buyer, at the sole discretion of Seller, at anytime prior to delivery without any liability to the Seller; (iii) Buyer expressly waives presentment or demand for payment, notice of non-payment, protest, or any other notice or demand of any kind concerning the Buyer's account; (iv) Buyer agrees to pay all costs of collection, including attorney fees of 30%, together with any service charge on any unpaid balance, including after any judgment of a court of law, at the rate of 1 1/2% per month (18% per annum), or the maximum allowed by law; (v) Failure of the Seller to exercise any of the options set forth in this paragraph shall not constitute a waiver of the right to exercise the same rights in the event of any subsequent default.
9. If in Seller's sole judgment Buyer's credit shall become impaired at any time, Seller shall forthwith have the right to cancel or discontinue production and/or decline to make shipments hereunder except for full payment in cash in advance until such time as said credit has been reestablished to seller's satisfaction. Buyer agrees that it shall be responsible for all manufacturers' cancellation charges.
10. All shipments of merchandise are F.O.B. point of origin and any damage in transit to merchandise is the responsibility of the carrier and it is the Buyer's responsibility to file a damage claim with the carrier. Buyer agrees that under no circumstances shall it withhold payments from Seller because of damage in transit.
11. The Buyer/ and Guarantor(s) authorizes any person, business, company, bank, consumer or commercial reporting agency, to compile and furnish Seller with credit information on the Buyer, its officers, principals or guarantors at any time without notice.
12. The Buyer hereby represents that all of the information on the reverse side hereof is true and that said representations are made for the purpose of obtaining credit from Seller, and in return for the extension of credit, the Buyer hereby agrees to all of the foregoing terms and conditions, and to any amendments of these terms and conditions upon 30 days written notice by the United States mail.
13. The Buyer desires credit from Seller in a commercial transaction and acknowledges this to be a commercial transaction and not for personal, family or household goods.
14. Buyer grants to Seller a purchase money security interest under the Uniform Commercial Code in all Goods purchased from Seller, until the Goods are paid in full. If Buyer fails to pay for the Goods as agreed, Seller may repossess any Goods in which it retains a security interest and Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer authorizes Seller to file financing statements covering the Goods. Further, to secure the representations and covenants made by Buyer in this agreement Buyer hereby grants the Seller a continuing security interest in all personal property and fixtures in which Buyer has an interest, now or hereafter existing or acquired, and wheresoever located, tangible or intangible, including but not limited to, inventory, furniture, vehicles, receivables, accounts, notes, cash or cash equivalents, and all promises or duty to pay money, now or hereafter owned or acquired by Buyer. Further to this purpose, Buyer hereby grants Seller and its agents Power of Attorney to sign it's name on any applicable financing statements (UCC1 and otherwise) in order to effectuate filing(s) on the aforementioned assets of Buyer. Upon any default by Buyer, as set forth in paragraph 8, Seller may enforce said security agreement in accordance with the provisions of the Uniform Commercial Code.
15. This Credit Agreement and any claims arising under it shall be governed by the laws, both substantive and procedural, of the State of New Jersey unless stipulated otherwise by Seller (at its sole discretion). If any provision of the terms and conditions of sale is unenforceable, such unenforceability shall not affect the remainder of this agreement unless a failure of consideration would thereby result
16. **BUYER ACKNOWLEDGES THAT SAID TRANSACTION IS A COMMERCIAL TRANSACTION AND WAIVES BUYER'S RIGHTS TO NOTICE AND HEARING ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH SELLER MAY DESIRE TO USE, AND FURTHER WAIVES ALL REQUIREMENTS OF DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS CREDIT AGREEMENT. THE BUYER ACKNOWLEDGES THAT BUYER MAKES THESE WAIVERS KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER.**

Buyer: _____
X By: _____ Title: _____ Date: _____