

HILL COUNTRY ELECTRIC SUPPLY, LP

CREDIT APPLICATION

Date _____

Name of Business _____

Telephone No. _____

Billing Address _____

Fax no. _____

STREET ADDRESS

P.O. BOX

PO BOX ZIP (IF DIFFERENT)

CITY

STATE

ZIP

Accounts Payable Contact: _____ Email address: _____

Purchase Order Required? YES NO **Prices printed on Delivery Tickets?** YES NO

Type of Business: Individual Proprietorship Partnership Corporation LLC/LLP

NAMES OF OWNERS:

SS# _____

DL# _____

NAME HOME ADDRESS PHONE

SS# _____

DL# _____

NAME HOME ADDRESS PHONE

SS# _____

DL# _____

NAME HOME ADDRESS PHONE

Number of years in business? _____ Amount of Open Credit Requested _____

TRADE REFERENCES:

NAME ADDRESS TELEPHONE ACCT NO

1. _____

2. _____

3. _____

TAX RESALE I.D. NO. _____ IF APPLICABLE, PLEASE INCLUDE COPY OF SIGNED TAX RESALE CERTIFICATE

BANK REFERENCE:

NAME CONTACT PHONE NUMBER

Hill Country Electric Supply, LP, terms for payment are cash discount, if applicable, allowed 10th prox. of month following billing close out, net 20th. MasterCard, Visa and America Express are accepted for payments. Cash discounts do not apply to credit card payments. It is agreed that past due balances are subject to service charges at a rate of 1.5% per month, or the rate permitted by state law. The above applicant hereby authorizes Hill Country Electric Supply, LP to contact credit references to obtain the necessary credit information, and to give credit information to other trade sources as a normal course of business. **NOTE:** This credit application is not complete until the signed Terms and Conditions page is included.

Signed _____ Date _____

Owner, Partner or Officer

Print name

GUARANTY OF INDEBTEDNESS

In consideration of Hill Country Electric Supply, LP, dba Hill Country Electric Supply, extending credit to the above applicant, the undersigned does personally and individually guarantee to Hill Country Electric Supply, LP, payment of all sums of money that is due or may become due hereafter to Hill Country Electric Supply, LP, for goods, merchandise, or services sold to applicant. Performance of this Guaranty shall be in Austin, Travis County, Texas. Guarantor grants permission to Hill Country Electric Supply, LP, to obtain personal credit information from references furnished and/or from credit bureau reports. If it becomes necessary to enforce this Guaranty by suit, applicant agrees to pay interest and attorneys fees as allowed by law.

Signed _____ Date: _____

Owner, Partner or Officer

Print name

Hill Country Electric Supply L. P. Terms & Conditions of Sale

1. All sales are expressly conditional on Buyer's agreement to the terms and conditions on the front and back of this form. Any order or statement of intent to purchase any goods from Hill Country Electric Supply, L.P. of which is hereafter referred to as "Seller," or any direction to proceed with engineering, procurement, manufacture or shipment of any of said such goods; or acceptance of all or part of such good; or payment of all or part of such goods; shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Payment terms are 10th prox, net 20th prox. Cash discounts if applicable will be allowed for payment received on or before the 10th day of the month following billing. Cash discounts are not offered on freight, sales tax, items sold under net terms, and do not apply to credit card payments.
3. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by Seller prior to any acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sale, use, excise, value-added or similar taxes, and where applicable, such taxes shall be billed as a separate item and paid by the Buyer. Seller reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations only; any increase or decrease in quantities is solely at the option of Seller. Seller assumes no responsibility for quoted materials meeting any job specification or requirements unless specifically so stated in its written quotation. Seller is merely quoting its interpretation of Buyer's requirements and bill of material.
4. As to goods delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession: and, thereafter all risk of loss and damage shall be on Buyer. Deliveries by common carrier are f.o.b shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier, and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities as required to unload shall be provided by Buyer without any cost to Seller.
5. Shipping dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (I) a cause beyond its reasonable control or Force Majeure, or (II) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation or (III) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
6. Goods sold by Seller are the products of reputable manufacturers. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NOT WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which shall extend beyond that described in this paragraph. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Seller shall not, under any circumstance, be liable, for any labor charges without the prior written consent of Seller. Seller shall not in any circumstance be liable, whether as a result of breach of contract, warranty, tort (including negligence) or any other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8. No goods will be accepted for return without the written permission of Seller. Normally stocked items in resalable conditions will be accepted for credit subject to a restocking charge. Manufacturers restocking charges will apply when material has to be returned to manufacturer. Goods will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's source of supply and such terms have been accepted by the Buyer. All goods claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option assess reasonable charges for any expense incident to such delay.
10. Since the products sold by Seller are not manufactured by Seller, but are sold under its respective manufacturer's brand or trade names, Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Buyer of any claim of patent infringement with respect to any product sold hereunder, use its best efforts to secure for the Buyer such indemnity rights as the manufacturer may customarily give with respect to such product.
11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
12. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial payment or other adequate assurance of performance before manufacture of shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants Seller a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
13. Orders may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
14. Payment of goods shall be made at Seller's locations: Austin, Texas; San Antonio, Texas; Helotes, Texas. In the event Buyer does not pay when due, Buyer agrees to pay a service charge on all past due amounts, at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law for sale of goods on credit, whichever is lower. Any partial payments on overdue accounts shall be applied first to service charges, then to the remaining principal balance.
15. If it is necessary for Seller to institute legal proceedings against Buyer to enforce any of the terms of Contracts of Sale, Seller shall be entitled to recover from Buyer its reasonable attorney fees, court costs, interest at the legal maximum rate and all other costs and charges.
16. Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property, which is the subject of this contract pursuant to the Texas Property Code, Section 53. To avoid this result you may ask this contractor for "lien waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Initial _____