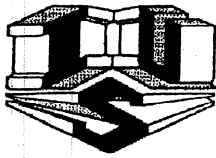


WAREHOUSE



Referred  
By \_\_\_\_\_

Date  
Received \_\_\_\_\_

# INDEPENDENT UTILITY SUPPLY

A DIVISION OF INDEPENDENT ELECTRIC SUPPLY, INC.

5275 Central Ave. Fremont, CA 94536 Phone 510-745-0920 Fax 510-745-0972  
 200 East Larch Road Tracy, CA 95304 Phone 209-221-6260 Fax 209-832-2529  
 4076 Channel Drive West Sacramento, CA 95691 Phone 916-376-8400 Fax 916-376-8444  
 154 Hawk Drive Merced, CA 93504 Phone 209-724-0950 Fax 209-724-0952

PLEASE FAX TO (209)832-9074

## CONFIDENTIAL CREDIT APPLICATION

FORWARD ORIGINAL COPY TO:  
 P.O. BOX 1263, SAN CARLOS, CA 94070

### BUSINESS INFORMATION

APPLICANT NAME _____		TYPE OF OWNERSHIP: INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> , STATE _____	
DBA _____			
BUSINESS STREET ADDRESS _____		BUSINESS BILLING ADDRESS _____	
CITY _____	STATE _____	ZIP _____	CITY _____
STATE _____	ZIP _____	CITY _____	STATE _____
PHONE NO. _____	FAX NO. _____	CONTRACTOR'S LIC. TYPE _____ NO. _____	DUNS NO. _____
TYPE OF BUSINESS _____		YEAR EST. _____	NUMBER EMPLOYEES _____
		SALES TAX TO BE CHARGED YES <input type="checkbox"/> NO <input type="checkbox"/>	IF "NO", COMPLETE RESALE CARD

### OWNERSHIP INFORMATION

OWNER/OFFICER	SOC. SEC. NO.	TITLE	HOME ADDRESS	HOME PHONE NO.

### CREDIT INFORMATION

BANK/SNL	BRANCH ADDRESS	ACCT. NO.	PHONE NO.
A.			
B.			

### CREDIT REFERENCES (LOCAL MATERIAL SUPPLIERS PREFERRED)

NAME	PHONE NO.	ADDRESS	PHONE NO.
A.			
B.			
C.			
D.			

### FINANCIAL INFORMATION

<b>ASSETS</b>	CASH	\$ _____	<b>LIABILITIES</b>	ACCOUNTS PAYABLE	\$ _____
	ACCOUNTS RECEIVABLE	_____		NOTES PAYABLE	_____
	INVENTORY	_____		TAXES PAYABLE	_____
	TOOLS, EQUIPMENT	_____		MORTGAGES PAYABLE	_____
	VEHICLES	_____		LONG TERM DEBT	_____
	REAL ESTATE	_____		OTHER (SPECIFY)	_____
	OTHER (SPECIFY)	_____		(B) TOTAL LIABILITIES	_____
	(A) TOTAL ASSETS	\$ _____		(A) - (B) TOTAL ASSETS	\$ _____

**GENERAL INFORMATION**

ARE THERE ANY SUITS OR UNPAID JUDGEMENTS AGAINST YOU? YES  NO   
HAVE YOU OR YOUR SPOUSE EVER BEEN THE SUBJECT OF BANKRUPTCY PROCEEDINGS? YES  NO

**TERMS AND CONDITIONS**

It is agreed between Applicant and INDEPENDENT ELECTRIC SUPPLY, INC. (hereinafter called "Company") that any sales or extension of credit by Company to Applicant shall be subject to the following terms and conditions in addition to those contained on any invoices:

1. Unless otherwise stated, the cash discount indicated on each invoice may be deducted if paid in full by 10th prox. Payment terms, net 30. Applicant and Company agree that it would be difficult, inconvenient, and not feasible to accurately assess the loss to Company in the event of a breach or default by Applicant. Therefore, it is agreed as a condition of sale, all invoices are subject to Liquidated Damages of 1 1/2% per month on all invoices past due, and that said amount is reasonable in light of the anticipated or actual harm caused by the default or breach by Applicant. These terms and conditions shall govern all future sales of goods and extensions of credit to Applicant. Any provisions or terms in Applicant's purchase orders, invoices, or other purchase documents which are contrary or inconsistent with these terms and conditions are invalid and are superceded by these terms and conditions. These terms and conditions shall not be modified or changed in any manner except upon the written consent of the president off the company.

2. In the event any part of any sum owing from Applicant to Company becomes past due, or any term of credit or purchase has not been met as agreed, then all sums swing to company, whether or not then due, shall thereupon become due and payable in full at the option of Company, Company shall also, at it's option, have the right to discontinue any further sales or extrnsions of credit to Applicant. Waiver of one default shall not be deemed a waiver of any other default or breech by Applicant.

3. All transferable warranties made to Company by the manufacturer of the goods shall be made available to Applicant. Company makes no other express or implied warranties and specifically makes no implied warranties of merchantability or fit-ness for purpose. Company's liability shall be limited to either the replacement of the goods or refund of the purchase price and in no case shall Company be liable for incidental, consequential, or liquidated damages.

4. This agreement shall be deemed accepted and performed in Los Angeles County, California. The parties agree that any disputes under this agreement shall be exclusively submitted to the courts of Los Angeles County for decision. In the event of default under terms and conditions hereof, Prevailing Party is to be paid for costs and expenses of collection, litigation, or arbitration, including reasonable attorney's fees, court costs and expert and consultant's fees.

5. The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status age (provided the applicant has the capacity to enter into a binding contract): because all or part of the applicant's income derives from any public assistance program; or because the appli-cant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compli-ance with this law concerning this credit grantor is the Federal Trade Commission.

6. The undersigned authorizes Company to obtain copies of my consumer credit report(s) solely for the purpose of the establishment or review of a commercial business account.

7. The undersigned officer, principle, partner or authorized representative of Applicant's expressly authorized to enter into this agreement on behalf of the Applicant.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, at \_\_\_\_\_, California.

X \_\_\_\_\_  
Signature of Principal, Officer or Partner Title Home Address  
(Print or type name) Home Telephone

X \_\_\_\_\_

**GUARANTY**

For valuable consideration, receipt of which is hereby acknowledged by the undersigned, and in order to induce Company to extend credit to Applicant, the undersigned agree to, and do hereby, personally guarantee, jointly and severally, the prompt payment to Company of any present or future indebtedness whatsoever of Applicant to Company for goods supplied by Company to Applicant, including Liquidated Damages, interest, and costs and expenses of collection, litigation, or arbitration (including attorney's fees), whether or not Company proceeds against Applicant for the same. This Guaranty shall continue indefinitely until revoked in writing by the undersigned by registered or certified mail to Company; and thereafter, the undersigned shall not be liable for any indebtedness incurred by Applicant after the effective date of revocation. Liability of any guarantor hereunder shall not be affected by Company granting Applicant or any other guarantor hereunder any renewal or extension of credit, any alteration or compromise in the terms or amount of payment or indebtedness, or the like. Guarantor agrees that the liability hereunder shall be the immediate, direct, and primary obligation of guarantor and shall not be contingent upon company's exercise or enforcement of any remedy it may have against applicant.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, at \_\_\_\_\_, California.

Name, Address, and Telephone:

X \_\_\_\_\_  
Signature  
(Print or type name)

X \_\_\_\_\_  
Signature  
(Print or type name)