



APPLICATION FOR CREDIT

P.O. Box 29860
4620 Reading Road
Cincinnati, OH 45229-1297
Phone: (513) 242-8800
Fax: (513) 242-7339

1569 Stanley Avenue
Dayton, OH 45404-1112
Phone: (937) 228-8800
Fax: (937) 228-8671

996 Contract St.
Lexington, KY 40505-3664
Phone: (859)-299-8477
Fax: (859) 293-1163

The undersigned hereby makes this application for credit to Richards Electric Supply Co., Inc ("Creditor"), and in making this application the undersigned agrees that all amounts are payable on or before the net due date as shown on each invoice, and if not paid on or before said date, are then delinquent. It is understood that Creditor may impose and charge a finance charge or delinquency charges whichever is the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law on any amount, which becomes past due and delinquent. Additionally, the undersigned shall be responsible for all collection costs and attorney's fees in connection with any delinquent accounts.

THE FOLLOWING INFORMATION IS SUBMITTED FOR THE CONSIDERATION OF AN EXTENSION OF CREDIT. THE PERSONS SIGNING THIS APPLICATION CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND ANY ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF THEIR INFORMATION, KNOWLEDGE AND BELIEF.

Name of Firm _____ Type of Business _____

Street Address _____ City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____ Email: _____

Date established _____ State of Registration _____ EIN#/TIN#/SSN# _____

Legal entity is: Corporation Partnership LLC Proprietorship

LIST OFFICERS, PARTNERS OR OWNERS

Title	Name	Address (If different from company)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Credit References:

Name	Address	Phone#
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bank References:

Name	Address	Account#
_____	_____	_____
_____	_____	_____

Is a purchase order required? Yes No

TAX EXEMPT? Yes No If YES, please include a copy of exemption certificate.

Do you own the property where the business is located? Yes No

Do you rent the property where the business is located? Yes No

If YES, from whom? _____

THE UNDERSIGNED AGRESS TO PROVIDE TO "CEDITOR" UPDATED FINANCIAL INFORMATION ON REQUEST, AND TO PROVIDE AN ANNUAL FINANACIAL STATEMENT TO "CREDITOR", AS A CONDITION OF THE CONTINUATION OF THIS CREDIT. THE UNDERSIGNED AGREES TO PROVIDE "CREDITOR" WITH AN UPDATED CREDIT APPLICATION UPON REQUEST AS A CONDITION FOR THE CONTINUED EXTENSION OF CREDIT. THE UNDERSIGNED ACKNOWLEDGES RECIPT OF A COPY OF THE TERMS AND CONDITIONS OF SALE.

The undersigned agrees that the continued solvency of the undersigned is a precondition to any sale made by "Creditor". The undersigned agrees to provide "Creditor" a statement representing that the undersigned is and remains solvent. The undersigned acknowledges and agrees that "Creditor" may utilize outside credit reporting services to obtain information on the undersigned. It is expressly understood credit is extended in reliance on financial information given by applicant.

Effective upon any default in the undersigned's obligations to "Creditor", the undersigned grants a security interest in all of the undersigned's accounts and inventory, now and existing and hereafter arising, for the purpose of securing the payment to Creditor of all such obligations. In such event, this credit application will operate as a security agreement and Creditor may file this credit application as a financing statement in all appropriate jurisdictions. A reproduction of this credit application shall be sufficient as a financing statement. Information concerning the security interest may be obtained from Creditor at the address set forth on the first page of this credit application.

The laws of the State of Ohio shall be applicable to all suits arising under any agreement between the undersigned and Creditor. **All accounts shall be due and payable in net 30 days.** In the event of litigation, venue shall be in Cincinnati, Ohio.

DATED: _____

Name of Entity ("Undersigned")

Authorized Signer or Company Agent

Title

Referring Salesman: _____

Richards Electric Supply Co., Inc.

TERMS AND CONDITIONS OF SALE

1. Any change in quantities or destination may incur a price adjustment.
2. Prices shown do not include any sales, excise or other government charge payable to seller, to Federal, State, or local authority. Any such taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
3. Acceptance of any order is subject to credit approval.
4. Buyer agrees to pay for all purchases according to the terms of Creditor. No terms or conditions of purchase orders different from the terms of the Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by the Creditor.
5. If Buyer fails to comply with these conditions of sale or Buyer's credit becomes unsatisfactory to Seller, Seller reserves right to terminate order upon written notice to Buyer.
6. Materials covered by this Quotation are warranted only to the extent of manufacturer's warranty which will be furnished on written request.
7. Seller is not to be accountable for delays in delivery by any legislative, administrative or executive law, order, or requisition of Federal Government or any State or Municipal Government or any subdivision, department agency, officer or official thereof, or if caused by strike, fire, floods, accidents, delays of carrier, inability to obtain suitable or sufficient labor, and necessary supplies of raw materials or other unavoidable contingencies beyond Seller's control. Seller shall not be liable for any consequences or special damages.
8. No labor charges will be paid without prior written approval of Creditor.
9. Claims for shortages, other than loss in transit, must be made to Seller in writing within five (5) days after receipt of shipment.
10. Orders placed as a result of this Quotation, are subject to the terms and conditions herein which shall prevail over any inconsistent terms of Buyer's purchase order. No additional conditions of sale may be imposed by Buyer without Seller's consent.
11. Prices are subject to change without notice, unless otherwise noted, and Quotation is subject to acceptance within (30) days from date of issue.
12. Return of any merchandise for credit subject to our prior approval. Manufacturer's charges for restocking and freight to and from factories will be passed on to customer.
13. As it pertains to Computer Control Hardware and Software, Richards Electric makes no warranties expressed or implied and is not liable for any direct, indirect, incidental, or consequential damages which may occur as a result of the use or misuse of these products.