



For Internal Use Only
Account Manager:
Account Type:

CONFIDENTIAL CREDIT APPLICATION

Please complete in full and return to our Credit Department. An incomplete application may delay any decision

1225 S. Johnson Drive City of Industry, CA 91745 Phone (626) 435-2124 Email: credit@bk-electric.com

Form fields for TODAY'S DATE, MONTHLY CREDIT REQUESTED, BUSINESS / CORPORATE NAME, DBA (TRADE STYLE), PHYSICAL ADDRESS, CITY, STATE, ZIP, BILL TO ADDRESS, SHIP TO ADDRESS.

B&K prefers to send all invoices and statements via email. Please make sure that the individual who should receive these documents email is included.

ACCOUNTS PAYABLES CONTACT

Form fields for NAME, PHONE, E-MAIL for ACCOUNTS PAYABLES CONTACT.

PURCHASING CONTACT

Form fields for NAME, PHONE, E-MAIL for PURCHASING CONTACT.

AUTHORIZED PURCHASERS

Form fields for (1), (2), (3) authorized purchasers and PURCHASE ORDER # REQUIRED.

Form fields for DATE BUSINESS WAS ESTABLISHED, LINE OF BUSINESS, STATE OF INC, FEDERAL TAX ID #, CONTRACTORS LICENSE #.

OFFICERS / PRINCIPALS:

Form fields for NAME, TITLE, SOCIAL SECURITY#, HOME ADDRESS, CITY, STATE, ZIP for OFFICERS / PRINCIPALS.

TRADE REFERENCES:

Form fields for NAME, ADDRESS, CITY, STATE, ZIP, PHONE, EMAIL, ACCOUNT # for TRADE REFERENCES.

BANK INFORMATION

Form fields for NAME, ADDRESS, CITY, STATE, ZIP, PHONE, EMAIL, LOAN OFFICER, CHECKING ACCOUNT #, SAVINGS ACCOUNT #.



AGREEMENT

**OUR STANDARD TERMS OF SALE ARE: NET 30 DAYS**

In consideration of B&K Electric Wholesale (hereinafter called Seller) extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of the Applicant on or before the 30<sup>th</sup> day following the date of purchase, (Net 30 Days). Applicant agrees that all amounts due and payable to the payable address shown on the Seller's invoices(s) and that each of the terms and conditions of sale stated on the Seller's invoice(s) shall be a term of the contract from the Seller to the Applicant. The Applicant acknowledges that a monthly liquidated damage charge (commonly referred to as a late fee) of \$25.00 may be charged on the last day of every month for all accounts that contain a balance that has not been paid within 45 days from the original invoice(s) date, and the Applicant agrees to pay said late fee upon receipt. Finance Charges / Service Charges shall accrue in the amount of 1½% per month on the outstanding balance. If Seller commences litigation or employs attorneys in order to secure payment of any sums due to it from Applicant, the Applicant acknowledges that proper venue will be in the County of Los Angeles, California and agrees to pay a reasonable attorney's fee in addition to all other sums due. Applicant agrees to notify Seller in writing of any change of ownership and further agrees that all charges incurred will remain the responsibility of Applicant unless agreed to by Seller in writing. The undersigned warrants that the above agreement has been carefully read and that the Applicant understands the same. The full Terms & Conditions for purchases from B&K Electric Wholesale are attached hereto and incorporated herein by this reference.

I believe to the best of my knowledge that the information provided is true and correct. Applicant authorizes Seller to obtain credit and financial information concerning the Applicant (personal / business) at any time and from any source. B&K Electric Wholesale reserves the right to change and / or revoke terms of credit at any time.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name of Applicant: \_\_\_\_\_ Signed By: \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY**

The undersigned, jointly and severally, in consideration of credit being granted by B&K Electric Wholesale (hereafter being Seller) to the above named Applicant, do hereby personally guaranty and promise to pay any and all charges and / or money now and hereafter due to Seller. This guarantee includes, in addition to the outstanding principal balance, Finance Charges / Service Charges, attorney's fee and collection expenses. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and / or statute of limitations. In the event Seller demands payment in writing, the undersigned agrees to make payment within ten (10) days of receipt of written notice. No delay in the enforcement of this Personal Guaranty shall affect the liability of any of the undersigned.

Applicant authorizes Seller to obtain credit and financial information concerning the Applicant at any time and from any source.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Guarantor Signature                      Social Security #

\_\_\_\_\_  
Guarantor Signature                      Social Security #

\_\_\_\_\_  
Guarantor Signature                      Social Security #

\_\_\_\_\_  
Guarantor Signature                      Social Security #

**RESALE CERTIFICATE**

Will merchandise purchased from B&K Electric Wholesale be resold    YES: \_\_\_\_\_    NO: \_\_\_\_\_

Seller's Permit Number: \_\_\_\_\_

Please visit our forms and policies section on our website [www.bk-electric.com](http://www.bk-electric.com) to select the resale certificate that meets the needs of your company.

## Terms and Conditions

### 1. Sales:

All sales are expressly conditional on Buyer's agreement to the standard terms and conditions. Any of the terms and provisions of the Buyer's order which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing and signed by an authorized representative of the Seller to the contrary as soon as practicable after Buyer's receipt hereof, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof. No modifications of this Agreement shall be binding unless in writing and signed by an authorized representative of the seller.

### Pricing and Availability:

Although Seller tries to ensure that all details, descriptions and prices are accurate, errors may occur. If Seller discovers an error in the price of any goods which Buyer has ordered, Seller will inform Buyer as of this as soon as possible and give Buyer the option of reconfirming Buyer's order at the correct price or cancelling it. If Seller is unable to contact Buyer, Seller will treat the order as cancelled. If Buyer cancels after payment of the goods has been made, Buyer will receive a full refund.

### 2. Warranties & Limitation of Liability:

The goods sold by Seller are products of recognized manufacturers sold under their respective brand or trade names in accordance with their terms and conditions. Seller shall use its best efforts to obtain from each manufacturer in accordance with the manufacturer's warranty (copies 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 Buyer and the sale obligation of Seller. Except as to title. SELLER GIVES NO WARRANTY EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, or consequential damages to persons or property arising out of a connected with the transactions contemplated hereby or the manufacture, subsequent sale, or use of the goods, including, but not limited to, loss of profit or revenues, loss of use in the products or any associated equipment, cost of capital, cost of substitute products, facilities, service or replacement power, down time, costs or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damage. Seller's maximum liability for any reason shall be the value of the goods purchased by Buyer under this agreement, subject to the right of removal and return of the goods sold as provided below.

### 3. Delivery, Title and Risk of Loss:

Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer and each shipment or delivery shall be considered a separate and independent transaction. Risks of loss or damage pass to Buyer on delivery. Freight Charges are listed as a separate line item in the invoice and also included the "Total" invoice line.

### 4. Excusable Delays:

Seller will make a reasonable effort to notify Buyer of any material delay and will specify the revised delivery as soon as practicable. Seller will not be liable for delays in delivery or performance, or for failure to manufacture, delivery or perform as a result of acts of God, fire, acts of civil or military authority, government priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability on account of causes beyond the reasonable control of the Seller to obtain necessary materials, components, service or facilities, or any other cause beyond Seller's reasonable control. In the event of any such delay, there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of delay. B & K will not be held responsible for liquidated damages caused by delayed deliveries.

### 5. Returns:

Merchandise is not returnable without the written consent of Seller. Requests of permission to return must be made within thirty days after receipt of shipment. Seller will assign an authorized number for approved returns which must appear on both the customer's shipping container and the related debit memo. Only current items in their original cartons, standard package quantities are subject to return. All unauthorized returns will be sent back to Buyer at his expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on the return authorization form. Credit will be issued, less any transportation charges and service charges to cover handling, inspection, counting, repackaging, restocking fees, etc.

### 6. Payments and Financial Conditions:

A monthly service charge not to exceed the highest amount lawfully allowed by contract in this state, shall be made on all sums due Seller which have not been paid within forty-five (45) days from the invoice date, and Buyer agrees to promptly pay said service charges. If Seller commences litigation or employs attorneys to collect payment of any amounts due it from Buyer, Buyer agrees to pay reasonable attorney's sums which may be due.

Except to the extent otherwise specified by Seller in its quotation, prorate payments shall become due without setoff as shipments are made. If Seller consents to delay shipment after receipt of any specially ordered products, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, products shall be held at Buyer's risk and expense.

If Buyer fails to or refuses to accept delivery of the goods ordered hereunder or defaults in the performance of any of the terms, covenants and conditions of this agreement, Seller may retain the funds deposited or paid to it and apply the same toward payment of its damages. If materials ordered have been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and/or may have access to Buyer's premises in order to repossess the goods if allowed under law.

Any order for products by Buyer, shall constitute a representation that Buyer is solvent and has the ability to pay its obligations as they become due. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the sale of goods on a credit basis by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntary or involuntary, under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall receive reimbursement of its proper cancellation charges. Seller's right under this article in addition to all rights as they are available to it at law or in equity.

### 7. Disclosure of Information:

Any information, suggestions or ideas transmitted by Buyer to Seller, or in performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized Officer of Seller.

### 8. Taxes:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any product or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities. Seller will only collect sales taxes for the State of California; however, if a Vendor charges taxes for merchandise shipped out-of-state, then Seller will collect the out-of-state taxes owed to Vendor.

### 9. Claims against Seller:

In order to give Seller a reasonable opportunity for investigation, any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement and/or merchandise sold hereunder shall be made in writing and delivered to Seller within (30) days after the date of sale or occurrence giving rise to the claim, whichever shall be later otherwise such claims shall be waived. Each notice of claims shall set forth fully the facts on which the claim is based. Any action based on such claims or otherwise arising hereunder, must be commenced and prosecuted within two years after the cause of action has been accrued. This agreement shall in all respects be governed by the laws of the state of California, United States. Buyer agrees that the California courts located in the county of Los Angeles, California, shall have exclusive jurisdiction over all claims arising under or in any way related to this Agreement and agree that venue and jurisdiction is proper in those courts.

### 10. Paragraph Headings:

Paragraph headings are intended for convenience only and shall not be deemed to limit or affect the scope of the provisions contained herein.