

**Aldan Electric Supply, Inc.**  
734 Brookhaven Drive  
Orlando, Fl 32803  
-7761 Fax 407-896-0688  
Toll Free 800-367-0657  
e-mail: mail@aldanelectric.com

BRANCH \_\_\_\_\_  
BRANCH MGR \_\_\_\_\_  
SALES REP. \_\_\_\_\_

Eustis- 25 W Lakeview Avenue, Eustis, Fl 32726 phone:352-357-9100 fax 352-357-9103  
Jacksonville- 2550 Emerson Street, Jacksonville, Fl 32207 phone 904-399-5567 fax 904-399-5659

### APPLICATION FOR CREDIT/BILLING INSTRUCTIONS AND CONTINUING PERSONAL GUARANTY

Aldan Electric Supply, Inc. and their related division, affiliates, trade names and fictitious names (all collectively referred to herein as "Seller")

Exact Business Name (PURCHASER) \_\_\_\_\_ Date Established \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY, STATE AND ZIP CODE \_\_\_\_\_

BUSINESS PHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_ BUSINESS FAX NUMBER (\_\_\_\_\_) \_\_\_\_\_

MOBILE NUMBER (\_\_\_\_\_) \_\_\_\_\_ E-MAIL \_\_\_\_\_

FED ID NO: \_\_\_\_\_ SALES TAX EXEMPT \_\_\_\_\_ NO \_\_\_\_\_ YES \*CERTIFICATE REQUIRED \*please attach

PLEASE CHECK ACCORDINGLY:

\_\_\_\_ SOLE PROPRIETOR \_\_\_\_ PARTNERSHIP \_\_\_\_ CORPORATION \_\_\_\_ NON PROFIT \_\_\_\_ LTD LIABILITY CO

TYPE OF BUSINESS \_\_\_\_\_ STATE LICENSE# \_\_\_\_\_

OCCUPATIONAL LICENSE# \_\_\_\_\_ ISSUED BY WHOM \_\_\_\_\_

BUSINESS PROPERTY IS: \_\_\_\_\_ LEASED, FROM WHOM \_\_\_\_\_  
\_\_\_\_\_ OWNED, BY WHOM \_\_\_\_\_

DO YOU WANT YOUR INVOICES STATEMENTS: \_\_\_\_\_ FAXED \_\_\_\_\_ E-MAIL \_\_\_\_\_ US POSTAL

DO YOU REQUIRE PURCHASE ORDERS \_\_\_\_\_ SPECIAL INSTRUCTIONS \_\_\_\_\_

#### PRINCIPALS, OWNERS, PARTNER, AND OR OFFICERS

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SS# \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ HOME PHONE (\_\_\_\_\_) \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SS# \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ HOME PHONE (\_\_\_\_\_) \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SS# \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ HOME PHONE (\_\_\_\_\_) \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SS# \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ HOME PHONE (\_\_\_\_\_) \_\_\_\_\_

OTHER BUSINESS OF PRINCIPALS \_\_\_\_\_

IF ANY OF THE PRINCIPALS WERE IN BUSINESS BEFORE, PLEASE PROVIDE BUSINESS NAME AND REASON FOR DISCONTINUING: \_\_\_\_\_

IF ANY OF THE PRINCIPALS WERE INVOLVED IN BANKRUPTCY PROCEEDINGS, PLEASE PROVIDE NAME AND DETAILS: \_\_\_\_\_

#### TRADE REFERENCES

LIST SUPPLIERS WHERE YOU HAVE AN ACTIVE ACCOUNT:

1) SUPPLIER \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ ACCOUNT NUMBER/ \_\_\_\_\_

2) SUPPLIER \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

3) SUPPLIER \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

**BANK REFERENCES**

NAME OF BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

NAME OF BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE**

All references in this document to "Seller" shall mean Aldan Electric Supply, Inc., and also include each division whether or not specifically identified herein, including but not limited to Aldan Electric Supply, Inc.

ALL sales made by the Seller are subject to these Terms and Conditions of Sales, which shall prevail over any inconsistent terms of Purchaser's purchase order of other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's president. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents contain provisions, terms or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged here. Seller's terms and conditions are subject to change upon written notice and all future sales and extension of credit are at the sole discretion of the Seller.

Terms of Sale- Unless otherwise stated, **payment terms are 2% discount if paid by the 10<sup>th</sup> of month following purchase, net 16<sup>th</sup> of month** and become delinquent on that date. Payment is due in the form of cash, check, money order or credit card. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. Purchaser agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between the Purchaser and Seller. The interest rate stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. All payments shall be applied to late fees first, interest second and principal last.

Purchaser agrees to pay Seller all costs and expenses of collections, suit or other legal actions, including all actual attorney's and paralegal fees, incurred pre-suit, during suit, through trial, after suit, on appeal, on in any administrative proceedings brought as a result of the commercial relationship between them. To the extent Seller agrees to release a lien or waive bond rights, this does not constitute a waiver or release of Seller's rights or claims in contract, tort, or equity. All releases are expressly contingent upon receipt of good funds in hand paid to Seller.

Purchaser waives any and all privileges and rights that Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought as a result of the account or business relationship between the Purchaser and Seller the venue shall be Orange County, Florida. In the event the Applicant is a corporation, in consideration of any extension of credit the undersigned hereby jointly and severally personally and unconditionally guarantee payment of its accounts according to the terms established by Seller for credit sales. The indebtedness shall include, without limitation, all liabilities and obligations of the Purchaser to the Seller, however and whenever incurred or evidenced, and all extensions or renewals thereof and all sums payable under or by virtue thereof, including, without limitation, all amounts of principal and interest and all expense's (including attorney's fees and cost of collection) incurred in the collection thereof or the enforcement of rights hereunder, whether arising in the ordinary course of business or otherwise. The undersigned waives any right to jury trial of any matters arising out of the relationship created pursuant to this credit application. This is a continuing and unconditional Guaranty, and until revoked, shall cover future indebtedness of Purchaser, contemplated hereunder, including indebtedness arising from successive transactions that either continue the indebtedness or, from time to time, renew it after it has been satisfied. The undersigned consent to the impairment, sale, exchange, release, surrender and reduction of any collateral or lien rights held as security for this indebtedness. Additionally, the undersigned waive and release Seller from any duties imposed by the provisions of Florida Statutes 673.606. This Guaranty may be revoked upon 30 days written notice, sent registered or certified mail, return receipt requested to Aldan Electric Supply, Inc., 734 Brookhaven Drive, Orlando, FL 32803. Revocation shall be effective on the 30<sup>th</sup> day following receipt of said notice by Seller. Notice of acceptance of the Guaranty by Seller is waived by the undersigned.

No credit for goods returned by Purchaser shall be given without Seller's prior written authorization. All returns are subject to a restocking charge of not less than 20%. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser within ten (10) days after receipt of shipment shall give the Seller written notice of claim for shortage or damage and in such written notice fully described the shortage and/or damaged alleged. Seller's responsibility ceases upon issuance of Bill of Lading. Seller shall not be liable to Purchaser's for goods that are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Special order items are considered billable at time of order and are non-returnable. All material shall be shipped/delivered uninsured unless stated otherwise. Any change in quantities or destination may result in a price adjustment by Seller.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are subject to any cause beyond Seller's reasonable control, including, but not limited to, governmental actions, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer shortages, inability to obtain materials, fuels, or supplies, acts of God and any other cause whatsoever beyond seller's direct and immediate control.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturers of such goods. All warranty claims shall be made directly to the manufacturer in accordance with the manufacturer's warranty.

THE UNDERSIGNED CERTIFIED THE ABOVE INFORMATION TO BE TRUE AND CORRECT, THAT IT IS SUBMITTED FOR THE PURPOSE OF OBTAINING CREDIT AND AGREES TO THE TERMS AND CONDITIONS OF SALE OF SELLER. THE UNDERSIGNED WHO IS/ARE PRINCIPALS OF THE PURCHASER, RECOGNIZED THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE PURCHASERS/APPLICANTS, HEREBY CONSENTS TO AND AUTHORIZE THE USE OF COMMERCIAL AND CONSUMER CREDIT REPORTS ON THE UNDERSIGNED BY THE SELLER, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS. PURCHASER'S AGREES TO HOLD HARMLESS THE SELLER AND ITS EMPLOYEES FOR CREDIT REPORTING OF THE PURCHASER AND AUTHORIZES THE SELLER TO DISSEMINATE CREDIT INFORMATION. THE UNDERSIGNED AUTHORIZES SELLER TO REQUEST AND RECEIVE CREDIT REPORTS FROM CREDIT BUREAUS AND OTHER CREDIT SERVICE ORGANIZATIONS REGARDING THE UNDERSIGNED'S PERSONAL CREDIT FOR THE PURPOSE OF INVESTIGATION OF THE PURCHASER'S BUSINESS AND ITS ELIGIBILITY FOR COMMERCIAL CREDIT.

\_\_\_\_\_  
Authorized Signature of Purchaser  
By:(Print or Type) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Purchaser  
By:(Print or Type) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_