



APPLICATION FOR OPEN ACCOUNT PRIVILEGE

Branch Manager Use Only

Recommend \$ _____

EDGO Appr. \$ _____

Crescent Branch _____

Applicant's Business Name _____
 Address _____
 City _____ State _____ County _____ Zip +4 _____ - _____
 Telephone (____) _____ - _____ FAX (____) _____ - _____
 We operate _____ business.
(State type and nature of business)
 No. of employees _____ S.I.C. Code _____ We have been established _____ years.
 Ours is a: (check one) Corporation Partnership Limited Partnership Individual Business
 FIN _____
Federal Identification # Needed If Corporation
 Credit Limit Requested \$ _____ Monthly Sales Volume \$ _____
 IMPORTANT: Attach most recent financial statement if credit limit requested is \$5000 or more, or if in business less than two years.
 We are a subsidiary of _____.

P.O. #'s required? Yes No
 Written P.O. required? Yes No
 Monthly statement required? Yes No
 Summary Billing Yes No
 Internet Access Yes No
 Electronic Order Entry Yes No
 Priced Pick Tickets Yes No
 PO Acknowledgements required Yes No
 Applicant Web site _____
Send Statements by Fax?
 Please Initial _____
 Fax Number () _____
Send Invoices by Fax or E-mail?
 Please Initial _____
 Fax Number () _____
 Attn _____
 E-Mail _____

The principal owners or stockholders and officers are,
 Name _____ Address _____ City/State _____
 Phone _____ SSN# _____
 Name _____ Address _____ City/State _____
 Phone _____ SSN# _____
 Name _____ Address _____ City/State _____
 Phone _____ SSN# _____
 Accounts Payable Contact Person _____
 Bank Reference _____ Bank Telephone Number (____) _____ - _____
 Account Number _____ Contact or Loan Office _____

YOU MAY CHECK WITH THE FOLLOWING SUPPLIERS FOR CREDIT EXPERIENCE. (List at least one Electrical Distributor below)

NAME	ADDRESS	CITY/STATE/ZIP	Ph. _____
_____	_____	_____	FAX _____
_____	_____	_____	Ph. _____
_____	_____	_____	FAX _____
_____	_____	_____	Ph. _____
_____	_____	_____	FAX _____
_____	_____	_____	Ph. _____
_____	_____	_____	FAX _____

Sales Tax Exempt? No Yes If exempt, please complete the attached Sales Tax Certificate.

We agree to Crescent Electric's terms: Discount allowed as indicated if paid by the 10th of month following purchase. Net 11th.
 Applicant ("We") agree that if payment is received by Crescent Electric Supply ("Crescent ") 30 or more days past Crescent's terms to pay a service charge for unexpected delay in payment equal to the lesser of 1 1/2% per month or the maximum allowed by law on all such past due balances.
 We realize that you expect to investigate our credit. We authorize you to obtain, if you desire, a written or oral credit report on applicant and on the principal owners or stockholders of applicant individually. We further authorize any bank with whom we are doing or have done any type of business to give any and all necessary information to you which will assist you in your credit investigation, and release any claim we have for breach of contract or invasion of privacy because of information furnished to you. If you should act adversely on our application for credit, we have the right, within 60 days after such action, to request you in writing to give the reasons for such action. Any records on which a credit decision you make is based need not be retained for more than 60 days unless within that period we request in writing that you retain the records for 12 months.
Standard terms and conditions of sale appear on this and the reverse side of this application. It is agreed that sales by Crescent Electric Supply will be based on these terms and conditions.

 Name (Print) _____ Signature _____

 Title (President / Vice President / Partner / Proprietor) _____ Date _____

1. GENERAL AGREEMENT. All sales are expressly conditioned on the terms and conditions set forth on this and the reverse side of this form, along with those contained in any attachments hereto. No additional or different terms shall apply (whether a part of Buyer's purchase order or other communication from Buyer) unless expressly agreed to in writing by a duly authorized representative of Crescent Electric Supply Company and/or its subsidiaries (Crescent Electric). Notice is hereby given that Crescent Electric does object to any different or additional terms and that such different or additional terms shall not be binding upon them. Acceptance of or payment for any of the goods constitutes Buyer's agreement to the Crescent Electric terms and conditions.

2. WARRANTY DISCLAIMERS. Since the goods sold hereunder are not manufactured by it, Crescent Electric and subsidiary companies make no warranties or representations, expressed or implied, as to workmanship, performance, quality, durability, fitness for purpose or merchantability for any of the articles it sells. This disclaimer is for all liability including, among others, liability for consequential and special damages. The only warranties applying to such articles are those which are written and are specifically provided by the manufacturer. Crescent Electric makes no warranties, but it does maintain and provide to any customer, upon request, information concerning the manufacturers' warranties. **THE WARRANTY EXPRESSED IN THIS PARAGRAPH 2 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND CRESCENT ELECTRIC MAKES NO IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

3. DELIVERY. Shipping dates given in advance of actual shipment are estimated. Crescent Electric shall not be liable for failure to perform or delay in performance resulting from fire or other casualty loss, labor difficulties, transportation problems, interruptions or delays in the usual source of supply, or any other cause beyond its reasonable control. All direct shipments are F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Responsibility for filing claims with the manufacturer or carrier, as the case may be, rests with the Buyer.

4. TAXES. The prices for goods do not include any sales, use or other taxes or charges payable to state or local authorities. To the extent that such taxes do not appear as an additional separately itemized charge, Buyer certifies that the sale of the goods is exempt from such tax and Buyer assumes the liability for any such tax which may be found to be due, hereby agreeing to indemnify and hold Crescent Electric harmless with respect thereto.

5. SERVICE CHARGES. A service charge in the amount of the lesser of 1 1/2% per month (18% per annum), or the maximum allowed by law, will be added to all invoices that are 30 days past due as of the 10th of the following month.

6. RETURNS. No goods may be returned without the written consent of Crescent Electric, which consent, if given, shall be understood only as (a) acceptance for credit of the goods returned in the same condition as they were when delivered to applicant, (b) upon the payment by applicant of all transportation charges with respect to the delivery and return of those goods, and (c) in addition, a minimum 25% handling or restocking charge. In no circumstance will goods made to order be accepted for return.

7. DISCOUNT. All goods sold are at the net price indicated on invoices, unless a discount is expressly noted on that invoice. **NO DISCOUNTS ON EXCISE OR SALES TAX.**

8. Regardless of any delay or omission to exercise any right or power hereunder, no provision hereof shall be deemed waived by Crescent Electric unless such waiver is in writing and endorsed thereon by Crescent Electric; nor shall any such waiver be construed to be a waiver by Crescent Electric of any succeeding breach or default.

9. Applicant hereby freely offers to Crescent Electric certain information submitted for the purpose of inducing Crescent Electric to afford the credit applied for and subsequent hereto, together with permission to investigate the truthfulness thereof, but with the understanding that Crescent Electric may rely thereon without reliance on any other source of information. Crescent Electric may withdraw credit and open account privileges from applicant at any time for any reason whatsoever or without reason, and Crescent Electric shall not be liable for any such action on its part.

10. Applicant shall pay and discharge all costs, expenses, and reasonable attorney's fees incurred by Crescent Electric in enforcing the covenants and agreements of the open account, whether by the institution of litigation or in the taking advice of counsel, or both.

11. Crescent Electric represents that products sold under this open account are of commercial grade and may not be suitable for a nuclear application. Further certification will be required for use of equipment and products in any safety-related application in a nuclear facility.

12. EXTRA EXPENSE. No labor expense or other charges will be accepted by Crescent Electric as a result of the use or modification of any of the goods sold hereunder, unless approved in writing by a duly authorized representative of Crescent Electric prior to the incurring of such expense.

13. LIABILITY. Crescent Electric shall not be liable for special, indirect, incidental or consequential damages. The remedies of Buyer as set forth herein are exclusive and the liability of Crescent Electric with respect to any contract of sale or anything done in connection therewith, whether in contract, tort, negligence or under any warranty or otherwise, shall not exceed the price of the goods on which such liability is based.

14. QUOTATIONS, RECEIPT OF ORDERS AND ACKNOWLEDGMENTS. As to quotations by Crescent Electric and as to the receipt of customer orders and the acknowledgment of such orders, all of the foregoing shall apply (except that reference to "goods sold hereunder" shall mean "goods to be sold hereunder"), and in addition thereto, the following:

- a. The obligation of Crescent Electric to supply the goods is expressly conditioned on the manufacturer continuing to produce such goods and unless otherwise indicated prices are based on no change in price by the manufacturer.
- b. Except as above noted, prices are firm for 30 days.
- c. Unless otherwise indicated, fixture prices do not include lamps.
- d. Changes from any quotation or order accepted by Crescent Electric, including a reduction in quantities, deletion of items, and delays as to release dates, may result in price changes .
- e. Crescent Electric reserves the right to accept or reject all purchase orders, whether issued as to terms quoted, or otherwise.
- f. If in the judgment of Crescent Electric the financial condition of Buyer at the time the goods are ready for shipment does not justify the extension of credit, Crescent Electric reserves the right to require full payment in cash before shipment or delivery.
- g. In all quotations it is the responsibility of the bidding contractor to verify that the items and quantities quoted are correct. Although Crescent Electric will endeavor to quote in accordance with the plans and specifications, or other information submitted it makes no warranties or guaranties in this regard, and assume no responsibility for correctness as to quantities, fitness for purpose or performance. In those instances where approved drawings or cuts are required and submitted, no goods will be released until approved copies have been returned.
- h. All standard and special "terms and conditions" of sale, in effect by the various manufacturers of the material offered in this quotation, shall be considered in their entirety as a part of the Crescent Electric terms and conditions of sale in the same manner as if fully written out in this quotation.

15. OTHER TERMS AND CONDITIONS. No terms and conditions other than those herein stated, and no agreement or understanding in anyway purporting to modify these terms or conditions, shall be binding upon Crescent Electric unless consented to in writing by a duly authorized representative of Crescent Electric. **OUR ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THESE TERMS AND CONDITIONS.**

Initial

Date