

DOMINION

ELECTRIC SUPPLY COMPANY, INC.

5053 Lee Highway
P. O. Box 7227
Arlington, Virginia 22207
Tel. 703-536-4400
Email. ar@dominionelectric.com
www.dominionelectric.com

DATE _____ 20__

APPLICATION FOR CREDIT

FIRM NAME (hereinafter "Purchaser") _____ Date Established _____

STREET ADDRESS: _____ Phone: _____ Fax: _____

CITY: _____ State: _____ Zip: _____

Email: _____ Tax Exempt Certificate Required - State: _____

Dominion Contact/Sales Person: _____ Fed ID No: _____

PLEASE CHECK ACCORDINGLY Sole Proprietor Partnership Corporation LLC Other _____

TYPE OF BUSINESS Architect Builder Building Maintenance Commercial Contractor Comml & Resi Contractor Designer DataComm Engineer Government

General Contractor Industrial Kitchen/Bath Property Management Remodelor Residential Contractor Other _____

ANNUAL SALES _____

OWN OR RENT BUILDING _____ VALUE _____ MORTGAGE _____

Credit Line Requested: _____ Who referred you to Dominion? _____

PRINCIPALS (Full Name, Social Security Number, Home Address, City, State, Zip)

BUSINESS REFERENCES (Name of Business, Contact, Address, Phone Number)

SUPPLIER: _____

SUPPLIER: _____

SUPPLIER: _____

NAME OF BANK: _____ PHONE: _____

ADDRESS: _____ ACCOUNT NO: _____

GUARANTY OF PAYMENT

This **GUARANTY** is given by the undersigned, jointly and severally, to Dominion Electric Supply Company, Inc., and its divisions, subsidiaries, affiliates, successors and assigns (hereinafter referred to as ("Dominion") in order to induce Dominion to extend credit to or otherwise become a creditor of the Purchaser, its successors and assigns.

I/WE do absolutely and unconditionally **PERSONALLY GUARANTEE** to Dominion the prompt payment, when due, of every claim of Dominion now existing or which may hereafter arise against the Purchaser, its successors and assigns, including all costs of collection, including attorney's fees of thirty-three percent (33%) of the amount due when placed for collection, whether or not suit is brought against Purchaser and/or the undersigned.

This is a continuing **GUARANTY** and shall remain in full force until revoked by Guarantor(s) by notice in writing to Dominion by certified mail, said revocation effective only as to the claims of Dominion arising out of transactions entered into with Purchaser, thirty (30) days after Dominion's receipt of said notice of revocation. This **GUARANTY** shall apply to the renewals extensions and modifications of any claims or terms guaranteed by this instrument including extensions of time for payment hereof, and shall not be affected by any surrender or release by Dominion of any other security held by it for any claim hereby guaranteed. This **GUARANTY** is, and shall remain binding upon the heirs, estate representatives, successors, and assigns of each Guarantor. If Purchaser changes its legal formation or status after execution of this **GUARANTY** (hereinafter "Successor Entity") with or without the knowledge or consent of Dominion, the undersigned hereby shall unconditionally and absolutely, jointly and severally, guarantee the payment of all claims, service charges, costs and attorney's fees assessed or incurred by Dominion for any indebtedness incurred by or transferred to such Successor Entity from Purchaser. This **GUARANTY** is independent of any rights that Dominion may have with respect to the debt(s) of Purchaser, its successors and assigns, and all of Dominion's rights are cumulative and not alternative.

The undersigned hereby waive(s) all privilege of exemptions, including their homestead exemption, as well as all requirements or rights with regard to notice, presentment, demand, notice of dishonor, notice of protest, notice of demand and nonpayment in the event of default, and the undersigned further agree(s) that venue and jurisdiction for any legal proceeding to enforce the terms of this **GUARANTY**, including payment, may be brought at Dominion's sole discretion, in the applicable Courts of competent jurisdiction, in and for Montgomery County, Maryland or Fairfax County, Virginia, this **GUARANTY** and its terms shall be interpreted and governed by the laws of the State of Maryland.

THE UNDERSIGNED AGREE(S) TO ALL TERMS OF THIS GUARANTY AND THE UNDERSIGNED, RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN THE EVALUATION OF THIS PERSONAL GUARANTY, HEREBY CONSENT(S) TO AND AUTHORIZE THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY DOMINION, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS, AND THE UNDERSIGNED AGREE(S) TO HOLD HARMLESS DOMINION, AND ITS EMPLOYEES FOR CREDIT REPORTING OF THE UNDERSIGNED AND AUTHORIZE(S) DOMINION TO DISSEMINATE CREDIT INFORMATION ABOUT THE UNDERSIGNED TO INQUIRING SOURCES.

Given under seal, my (or our) hand this _____ day of _____, 20__.

Signature: _____ (seal) Print Name: _____ SSN: _____

Signature: _____ (seal) Print Name: _____ SSN: _____

Signature: _____ (seal) Print Name: _____ SSN: _____

TERMS AND CONDITIONS OF SALE

The following terms and conditions apply to all sales, including direct shipments, made or arranged by Dominion Electric Supply Company, Inc., and its divisions, subsidiaries, affiliates, successors and assigns ("Dominion") and shall prevail over any notifications, inconsistent terms of Purchaser's purchase order(s) or other documents; and all prior proposals and agreements are merged herein. Purchaser and Purchaser's successors-in-interest and assigns agree to the following terms and to make payment for purchases upon the following terms:

1. Dominion is authorized to charge to the above account, subject to the terms and conditions set forth herein, all sales to and orders by Purchaser or Purchaser's employees, agents, and representatives, through express, implied or apparent authority or any other authorization by Purchaser until such time as written notice to the contrary is received by Dominion by certified mail.
2. Terms of sale are cash discount, 10th prox., net 30 days, 25th prox. Should payment in full for any charge(s) be received by Dominion after the 30th day (or last day whichever is shorter) of the month following the delivery of goods and merchandise, then Purchaser agrees to pay a service charge of 1.5% per month on any unpaid balance of said charge or charges, which will be added to the account and become a liability of the Purchaser. Upon default of any of these terms and conditions, including nonpayment, Purchaser agrees to pay Dominion its costs for collection, including an additional 33% of the total account balance as attorney fees, plus all costs necessary for and incident to collection, whether or not suit is filed.
3. All goods and prices for goods shipped by Dominion or by direct shipment from Dominion's supplier or manufacturer are shipped FOB, place of shipment, unless otherwise stated in writing. Purchaser agrees to assume all risk of loss and carry the necessary insurance for FOB, place of shipment.
4. Unless otherwise stated, all orders, quotations, and estimates do not include applicable federal, state and local taxes, and prices quoted are subject to additional federal, state and local taxes and any other charges assessed by any governmental entity.
5. Purchaser agrees to hold harmless Dominion from all damages including but not limited to delay damages, and Purchaser agrees to make payment in full for said goods ordered, whether stock goods, non-stock goods or specially ordered/custom goods. Dominion shall not be liable for delay in delivery and all orders are contingent upon causes beyond Dominion's reasonable control, including acts of God, governmental action, war, strikes, manufacture's shortages, Federal or State declare pandemic or epidemic, shipping or carrier delays.
6. All orders are based on quotations and are subject to change without notice unless otherwise noted by Dominion, in writing. All quotations become invalid unless Purchaser places an order within 30 days from the date of quotation, or a shorter time period if specified by Dominion. Said orders will be billed at the quoted price unless otherwise noted. Any price quoted cannot be accepted with additional or different terms by Purchaser unless agreed to in writing by Dominion. Purchaser authorizes Dominion to correct any mathematical or clerical error in price quotes at any time. All limits on credit or amounts of credit given or extended to Purchaser shall be made by Dominion in its sole discretion, when and as necessary.
7. Purchaser agrees to examine goods upon receipt and make claim for any damage or shortage upon delivery of the goods. Any claims made after 10 days from the delivery date shall not be honored. Purchaser agrees that Dominion in its sole discretion, may take back goods for credit. No goods will be accepted for credit without prior written authorization. A restock charge will be assessed on all goods returned for credit.
8. Purchaser, its successors and assigns agree that personal jurisdiction and venue for any legal proceeding to enforce the terms of sale and this agreement, including payment, may be brought at Dominion's sole discretion, in the applicable Courts of competent jurisdiction for Montgomery County, Maryland or Fairfax County, Virginia.
9. Dominion shall be notified in writing by certified mail of any change to Purchaser's name or legal status. Purchaser will specifically state the original entity's full, legal name, as well as the successor entity's full, legal name and/or status change. Purchaser's name or legal status and such change shall become effective 30 days after receipt of notice by Dominion. Failure to give such actual notice to Dominion shall allow Dominion to rely on the continuing business transaction of the original Applicant, as Purchaser, and all personal guaranties provided therefore, in Dominion's sole discretion, for all goods purchased even if sold to the successor entity. Likewise, in Dominion's sole discretion, Dominion may rely on the successor entity's obligation under these Terms and Conditions of Sale.
10. Dominion makes NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY GOODS SOLD BY Dominion OR BY ANY OTHER PERSON OR ENTITY. Except as stated above regarding "claims", Purchaser's sole and exclusive remedy for breach of warranty or negligence by the manufacturer or for any failure, defect, or inadequacy of any kind for goods sold by Dominion is against the manufacturer of goods sold to Purchaser and not against Dominion, and Purchaser agrees to indemnify and hold harmless Dominion for any damages resulting from any manufacturer or shipping defect. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. Dominion shall not be liable, directly or indirectly, for any loss, cost, damage or expense, including without limitation, consequential or incidental damages, arising directly or indirectly from the condition, operation, delivery, or use of any goods sold. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY DOMINION'S EMPLOYEES AND/OR AGENTS THAT DIFFER IN ANY WAY FROM THESE TERMS AND CONDITIONS SHALL HAVE NO FORCE OR EFFECT. Any proposal by the Purchaser to vary the terms hereof or to expand the warranties or other terms set forth herein unless agreed to in writing by an authorized officer or agent on behalf of Dominion, shall be deemed a material alteration and shall not become part of these Terms and Conditions of Sale or any other agreement between the parties.
11. Purchaser agrees to accept delivery of all orders placed on goods and merchandise that are not normally stocked by Dominion or that require custom manufacturing or assembly (special orders) within 30 days of receipt of such goods and merchandise by Dominion. If Purchaser fails to do so, Dominion, in its sole discretion may charge the Purchaser the price of the goods ordered. These amounts become a liability of the Purchaser. Dominion shall have the right to dispose of the goods in any manner chosen by Dominion in Dominion's sole discretion after 60 days of receipt of such special order merchandise. All sales of special order goods and merchandise are final upon placement of the order by Purchaser. Purchaser agrees to indemnify and reimburse Dominion for cancellation fees imposed by manufacturers as a result of Purchaser's failure or inability to complete any order released to manufacturer for production or imposed by manufacturer on cancellation of an order based on bulk or lot pricing prior to delivery or acceptance of entire bulk or lot materials.
12. If any of the provisions of this Agreement is held to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.
13. **THE UNDERSIGNED AGREE(S) THAT THE INFORMATION IN THIS AGREEMENT AND APPLICATION IS WARRANTED TO BE TRUE AND THE UNDERSIGNED, WHO IS/ ARE PRINCIPAL(S) OF THE PURCHASER, RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE PURCHASER/APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF COMMERCIAL AND CONSUMER CREDIT REPORTS ON THE UNDERSIGNED BY DOMINION, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS. PURCHASER AGREES TO HOLD HARMLESS DOMINION AND ITS EMPLOYEES FOR CREDIT REPORTING OF THE PURCHASER AND AUTHORIZES DOMINION TO DISSEMINATE CREDIT INFORMATION ABOUT THE PURCHASER TO INQUIRING SOURCES.**

Purchaser has read and agrees to all the above terms and conditions of sale.

Signature: _____ (seal) Print Name: _____ Date: _____

Signature: _____ (seal) Print Name: _____ Date: _____

Signature: _____ (seal) Print Name: _____ Date: _____