



Who is your Utilicom Sales Contact?

Name: _____

RETURN COMPLETED CREDIT APP TO:

Amy Overstreet, Staff Accountant

aoverstreet@utilicomsupply.com

fax: (404) 298-8810

CREDIT APPLICATION FORM

It is important that this form be fully completed for all new accounts, updates and for change of ownership of current accounts.

BUSINESS INFORMATION

Purchaser's Legal Name _____ Doing Business As/Trade Name (if any) _____

Billing Address _____ City/Town _____ State _____

Zip Code _____ Country _____ Tel.# _____ Fax.# _____ E-Mail _____

Delivery Address _____ As Above Other (specify) _____

Person Responsible for Accounts Payable _____ A/P Tel.# _____ A/P Fax# _____ A/P E-mail to send invoices/statements _____

Corporation/LLC Partnership Sole Proprietorship Franchise Incorporation: Year _____ State _____

If Sole Proprietorship: SSN/SIN No: _____ Date of Birth (MM/DD/YY): _____

Year started: _____ Is the company: Public or Private No. of employees: _____ D&B No: _____

Principal Shareholder/Owner/Partners _____ Address _____ City/State/Zip Code _____ Tel No: _____

If you are a subsidiary, division or branch, list your parent company's information:

Name _____ Address _____ City/State/Zip Code _____ Tel No: _____

Do you have a subsidiary, division, parent or sister company currently doing business with us? Yes No

If yes, please list company's name(s): _____

Have you or any affiliated business previously made purchases from Utilicom Supply Associates under your present legal name or any other trade name? Yes No

If yes, under what name(s)? _____ Approximate Date(s): _____

Nature of Business _____

Business Premises: Rent Owned Annual Sales Volume \$ _____

Requested Credit Limit: \$ _____ Purchase Order # Required? Yes No

BANKING INFORMATION

Bank: _____ Account(s) #: _____

Address: _____

Account Manager: _____ Tel.#: _____ Fax #: _____

TRADE REFERENCES

Names: _____ Addresses: _____ Tel.#s: _____ Fax #s: _____ Annual Purchases _____

1. _____

2. _____

3. _____

TAX INFORMATION

Sales tax exemption # _____ (copy of resale tax certificate required for all states) FID/EIN # _____

Blanket Tax Certificate - Attached: Yes No Comments or Special Instructions: _____

CREDIT DEPARTMENT USE ONLY:

D & B: _____ Credit Limit: _____ Acct. #: _____

Remarks: _____ Terms: _____

Approved by: _____

Corporate Credit Manager _____ Date _____

IMPORTANT – PLEASE READ CAREFULLY

We understand that payment is due within 30 days from the invoice date; unless other terms of payment are communicated in writing to us and agree that we will be liable for interest charged at a rate of 18% per annum (1.5% per month) on any overdue balance.

We hereby authorize Utilicom Supply Associates to obtain such credit reports or other information as may be deemed necessary in connection with the establishment and maintenance of a credit account or for any other direct business requirement. If I am a sole proprietor (owner), I also authorize and consent to the collection, use and disclosure of any credit or other personal information about me at any time, from, to or with any credit bureau, reporting agency or credit grantor for the purpose of assessing my present and on-going credit-worthiness in connection with this application.

We agree that a properly executed facsimile-transmitted credit application shall be of the same force and effect as the executed original document.

We agree to reimburse Utilicom Supply Associates for any legal costs, collection costs, and bank charges on returned checks incurred in the collection of balances due.

By signing this application, we agree to be bound by the terms of this Credit Application and by the GENERAL TERMS AND CONDITIONS OF SALE attached hereto.

Signature of Signing Officer _____ Name _____ Title _____ Date _____



Personal Guaranty

The undersigned, residing at address(es) as listed below, for good and valuable consideration, including the extension of credit which I/we hereby acknowledge as having received, DO HEREBY PERSONALLY GUARANTEE AND PROMISE TO PAY ANY OBLIGATION TO UTILICOM SUPPLY ASSOCIATES, LLC on demand for any indebtedness of _____ (hereafter referred to as the "Company") which may become due. Company Name

This guaranty shall be a continuing and irrevocable guarantee and indemnity to Utilicom Supply Associates, LLC. Further, I/we HEREBY SUBROGATE ANY INDEBTNESS of the Company that it may have to me/us to the indebtedness of Utilicom Supply Associates, LLC.

I/we agree to pay the principal, interest and any and all collection expenses, including attorney fees and court costs, incurred by Utilicom Supply Associates, LLC for every claim against or indebtedness owed by the Company to Utilicom Supply Associates, LLC.

I/we do hereby waive notice of default, nonpayment and notice thereof and to jury trial, and consent to any modification or renewal of the credit agreement hereby guaranteed.

OWNER/OFFICER

Name: _____ SS#: _____
Home Address: _____
_____ City: _____
_____ State: _____ Zip: _____

Signature: _____ Date: _____

OWNER/OFFICER

Name: _____ SS#: _____
Home Address: _____
_____ City: _____
_____ State: _____ Zip: _____

Signature: _____ Date: _____

Utilicom Supply Associates, LLC ("Vendor")

Terms and Conditions of Sale

1. Scope

All sales are subject to these general terms and conditions. Purchaser's order is accepted subject to these general terms and conditions or to any terms and conditions agreed to in writing by the Vendor and Purchaser. It is expressly agreed that any terms and conditions contained in the Purchaser's order or otherwise stipulated will be deemed for the Purchaser's internal use only and will not be binding on the Vendor.

2. Orders

Purchaser's orders are conditional upon satisfactory credit approval by the Vendor. Once confirmed by the Vendor, orders for custom-made products manufactured to the Purchaser's specifications and orders for large quantities of non-inventoried products cannot be cancelled, modified or returned, except with the Vendor's written consent and upon terms which provide for indemnification of the Vendor for the costs and expenses incurred.

3. Shipment

Delivery schedules stipulated in either the quotation or the order confirmation are approximate only and shipment will be made within reasonable proximity thereto. Under no circumstances will the Vendor be responsible for any damages or losses whatsoever caused by the delays in shipment, whether resulting from causes within or beyond the control of the Vendor. All shipments are F.O.B. Destination (the Purchaser's location) per the American standard sales terminology. The Vendor may agree to different shipment terms as specified in the Quotation or in the Order Confirmation. Freight prepaid orders, when applicable, will be delivered by the carrier of the Vendor's selection, unless the use of other carriers is agreed to in writing with the Purchaser. Purchaser must verify quantities and report discrepancies within 30 business days of receipt of shipment.

4. Prices

Quoted or Published prices are subject to change without notice until orders are accepted by the issuance of an Order Confirmation, whereupon prices will remain firm for those shipments that take place within the 30-day period following the date of the Order Confirmation. For specific projects, contracts or Quotations, the Vendor may agree in writing to protect prices for an extended period of time. Each order may be shipped in whole or in part at the Vendor's discretion. Each shipment made will be immediately invoiced. Quoted or published prices do not include any sales, use, excise or any other tax or levy imposed by any present or future law, regulation or other order, on any of the Products. The Purchaser must provide the Vendor the tax exemption certificates or other documents, as required by the specific tax jurisdiction, in order not to be charged for any of the applicable taxes.

5. Terms of Payment

Standard account terms are NET 30 DAYS. Unless other terms of payment are agreed to in writing with the Vendor, payment is due within 30 days from the invoice date. Overdue accounts shall bear interest at a rate of 12% per annum (1% per month). The granting of credit by the Vendor is at all times based on its evaluation of the Purchaser's financial condition. If such financial condition does not justify continuance of shipment on credit or if the Purchaser fails to timely pay for any goods previously shipped, the Vendor may require full or partial payment in advance. The Vendor also reserves the right to revoke such terms at any time, based upon the Purchaser's ability to abide by the conditions set forth.

6. Title to the Goods Sold

The Purchaser acknowledges and agrees that so long as the Products are in Vendor's possession, title to the Products shall remain with the Vendor until full payment therefore is received by the Vendor.

7. Return of Products

The Vendor may accept the return of Products, subject to the following a) prior to returning any Products, the Purchaser must obtain a Return Material Authorization (RMA) number from the Vendor, b) Products must be returned freight prepaid, unless otherwise authorized by the Vendor and c) Products must be received in good saleable condition and, if required, in full carton quantities and in their original packaging. A minimum return charge of 15% of the purchase price will be applied against any credit issued pursuant to the return of Products, except in the case of a Vendor shipping error.

Returns for Special Order material or material not normally stocked by Company will be authorized for return only if our Vendor will accept the material for return. If accepted, any restocking charges imposed by our Vendor for this material above and beyond our normal restocking fees will be passed along to the customer.

8. Governing Law

This agreement and all rights and obligations hereunder shall be governed by the laws of the state of Georgia and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in the state of Georgia.

This agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications written or oral and may only be amended in writing by authorized representatives of both parties.