



**ALL METRO ELECTRICAL DISTRIBUTORS INC.
CREDIT APPLICATION**

BUSINESS CONTACT INFORMATION

Business Name :

Contact Name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Date business commenced:

Sole proprietorship:

Partnership:

Corporation:

Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:

City:

State:

ZIP Code:

How long at current address?

Telephone:

Fax:

E-mail:

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account:

Account number:

Savings / Checking

Have you ever filed bankruptcy Yes No If so. / explain:

Federal ID #

Will you have tax exempt purchases? Y N If so provide form

BUSINESS/TRADE REFERENCES

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice. Terms & Conditions on 3rd page of this application.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize All Metro Electrical Distributors to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Title:
Date:

Title:
Date:



GUARANTY OF PAYMENT OF ACCOUNT

If the company is a Proprietor ship or a partnership the principal owner must sign below. If the company is a corporation that has been incorporated for less than two years then the officer must sign. In exchange for the sale of merchandise by All Metro Electrical Distributors to credit applicant the undersigned personally and individually guarantee without exception to All Metro Electrical Distributors payment of all amounts due by credit applicant to All Metro Electrical Distributors. I, we, further agree that from time to time and without you're telling me, us, payment of any sum do from the credit applicant may be extended or other request granted, without my being released of liability, I, we waive presentment demand protest and noticed of protest and agreed to pay all costs of collecting or securing amount owed by credit application to All Metro Electrical Distributors together with a reasonable attorneys fee. If there are two or more of a signing this guarantee, the liability of each of us is joint and several, and in the event of the termination of this guarantee as to anyone of us, this guarantee continues in force and effect as to the remaining guarantors, I, we, I agree that All Metro Electrical Distributors has the right to give notice of my termination of this guarantee it anytime' but, in the event We shall be and remain obligated with respect to all indebtedness of credit applicant to all metro let's go distributors existing at the time of receipt of such notice by All Metro Electrical Distributors I, we agree not to pursue credit applicant or except payment credit application for repayment of any amounts that I, we have to pay to All Metro Electrical Distributors under the terms of this guarantee.

Please Print Name and Title

Signature

SS#

Date

Signature

SS#

Date



TERMS AND CONDITIONS

1. All prices are F.O.B. shipping point unless otherwise specified. The prices quoted herein are subject to addition for federal, state or local taxes.
2. Shipping dates are approximate and are dependent upon prompt receipt of all necessary information by All Metro Electrical Distributors. All Metro Electrical Distributors shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts, and for other causes beyond its reasonable control, and All Metro Electrical Distributors shall not be liable for incidental or consequential damages arising from late delivery.
3. - All equipment and supplies shall be installed by and at the expense of the Purchaser unless otherwise stipulated in writing. All Metro Electrical Distributors may furnish, at its option, engineers to supervise installation of equipment. This expense shall be born by the Purchaser. Purchaser accepts responsibility for all loss occurring during the erection of the equipment by events including, but not limited to, fire and natural disaster.
4. The parties hereto acknowledge and agree that the Purchaser will pay the entire purchase price according to All Metro Electrical Distributors, terms of sale (10th PROX NET I I.). In the event the Purchaser defaults, All Metro Electrical Distributors may charge and collect a late charge of 1- 1/2% per month of the unpaid contract price. All Metro Electrical Distributors shall also be entitled to all costs of collecting, including court costs and attorneys fees in the event of the default by the Purchaser.
5. The person(s) signing the application certify that all of the information contained in the application and any attachment(s) is/are true and correct to the best of their information, knowledge and belief.
6. The Purchaser acknowledges and agrees that All Metro Electrical Distributors may utilize outside credit reporting services to obtain information on the Purchaser.
7. No terms or conditions or purchase orders and/or contracts different from the terms of or All Metro Electrical Distributors will become a part of any sales agreement, purchase order, or other document(s) unless specifically approved in a separate writing by All Metro Electrical Distributors. -
8. The Purchaser agrees to provide All Metro Electrical Distributors, upon request, a statement representing that the Purchaser is and remains solvent.
9. All Metro Electrical Distributors makes NO WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE or other warranties of quality, WHETHER EXPRESS OR IMPLIED except of title, any warranty extended to the Purchaser is that of the Manufacturer, and NOT of All Metro Electrical Distributors.
10. All Metro Electrical Distributors shall not, under any circumstances, be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss or profits of revenue, cost of capital, cost of purchased or replacement goods or claims of customers of Purchaser for service interruptions. Any remedy of the Purchaser shall be with respect to any warranty extended by the Manufacturer. - The remedy of the Purchaser set forth herein is exclusive, and liability of All Metro Electrical Distributors with respect to any contract; or anything done in connection therewith such as the performance or breach thereof, or from the sale, delivery resale, installation or use of an goods sold, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the price of the goods upon which such liability is based.
11. It is expressly understood that the title to the property shall not pass to the Purchaser but shall remain vested to and be the property of All Metro Electrical Distributors. or its assigns, until the payment of the purchase price and late charge, and the performance of all the conditions and stimulation of the Application have been met. No agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by an officer of All Metro Electrical Distributors.. It is expressly agreed that the property shall be and remain strictly personal property and retain its character as such, no matter in what manner it may be affixed or attached to any building-or structure.
12. For the purpose of enforcing All Metro Electrical Distributors. its rights, the Purchaser authorizes All Metro Electrical Distributors. to enter on the premises, with or without notice, and remove the property, and hereby waives any action, or rights of action, arising out of such entry and repossession.
13. All Metro Electrical Distributors. and Purchaser agree that the location of the All Metro Electrical Distributors branch receiving any purchase order, shall be a proper place of venue.

Returned Goods Policy

14. All Metro Electrical Distributors will issue credit for merchandise returned that meets the following conditions:
 - A. Merchandise being returned must be within 30 days of invoice date
 - B. All items returned must be stock material and of reasonable quantity
 - C. All merchandise must be accompanied by documentation providing All Metro Electrical Distributors. with the following information: invoice number and date, product identification number, quantity of items being returned and reason for return.
 - D. Merchandise must be in reasonable condition as determined by a All Metro Electrical Distributors representative.If all of the above requirements are met, the customer will not be liable for any restocking charge. If proper documentation as outlined in "C" above is not provided, then a restocking (Handling) charge may be charged to cover our additional expenses incurred in researching proof of purchase. STOCK MATERIALS RETURNED WITHIN 30-90 DAYS, 25% RESTOCKING CHARGE. 90 DAYS AND OVER
- E. NO RETURNS. RETURNS OF NON-STOCK MATERIAL, SPECIAL ORDER PRODUCTS, AND RETURNS OF LARGE QUANTITIES OF MERCHANDISE REQUIRE ARRANGEMENTS BE MADE WITH OUR VENDORS. Therefore, we cannot authorize these products to be returned to All Metro Electrical Distributors. until such returns have been approved by the Manufacturer or its representatives in writing to All Metro Electrical Distributors.. MATERIAL WILL ONLY BE ACCEPTED by our drivers if pick up has been previously authorized by the issuing of a "Return Material Authorization".
15. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY AN OFFICER OF All Metro Electrical Distributors AND THE PURCHASER; AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF GEORGIA.