

**Remit To**

**Wille Electric Supply Co., Inc.**  
P.O. Box 3246  
Modesto, CA 95353  
Tel: (209)527-6800  
Fax: (209)527-5872

**Locations**

101 South 7th Street  
Modesto, CA 95354  
Tel: (209)527-6800  
Fax: (209)527-5872

633 San Leandro Blvd.  
San Leandro, CA 94577  
Tel: (510)638-7760  
Fax: (510)638-1044

432 North Grant Street  
Stockton, CA 95202  
Tel: (209)943-2441  
Fax: (209)943-7289

**Application for Credit****Billing Name & Address**

|                     |
|---------------------|
| <i>Company Name</i> |
| <i>Address 1</i>    |
| <i>Address 2</i>    |
| <i>City, ST Zip</i> |

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Established On: \_\_\_\_\_

☐ Proprietorship ☐ Partnership

Purchase Order? ☐ Yes ☐ No

CA Sales Tax Exempt? ☐ Yes ☐ No Permit#: \_\_\_\_\_

Exemption card must accompany application.

**Delivery Address**

☐ Same as Billing

|                     |
|---------------------|
| <i>Company Name</i> |
| <i>Address 1</i>    |
| <i>Address 2</i>    |
| <i>City, ST Zip</i> |

Federal Tax ID: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Driver License #: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Business License #: \_\_\_\_\_

☐ Corporation

|               |  |
|---------------|--|
| Bank Name:    |  |
| Account #:    |  |
| Address:      |  |
| City, ST Zip: |  |
| Phone:        |  |
| Fax:          |  |

Amount of Credit Requested: \$ \_\_\_\_\_

Estimated Monthly Purchases: \$ \_\_\_\_\_

How would you like to receive invoices and statements:

☐ Email \_\_\_\_\_

☐ Fax \_\_\_\_\_

☐ Mail

Three References of current accounts with other firms:

|    | Name | Phone | email |
|----|------|-------|-------|
| 1. |      |       |       |
| 2. |      |       |       |
| 3. |      |       |       |

**Agreement**

This account is opened with the understanding it will be paid within terms of net 30 days from date of purchase (Net 30 days). If not received by this date a 1.5% handling charge will be added and an additional 1.5% each month thereafter which is equivalent to 18% per annum. Customer agrees to pay attorney's fees and costs incurred by Wille Electric Supply Company, Inc., to enforce the terms and conditions of this agreement, including, but not limited to collecting amounts due, whether or not arising out of extension of credit or otherwise.

I have read and understand the above and agree to comply fully with its terms.

\_\_\_\_\_  
Signature (Owner/Corporate Officer)

\_\_\_\_\_  
Guarantor Signature (Owner/Corporate Officer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**Application for Credit****TERMS & CONDITIONS**

1. WILLE ELECTRIC SUPPLY CO., INC. HEREINAFTER REFERED TO AS SELLER OFFERS NO GUARANTEES OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED, ON MERCHANDISE SOLD BY IT, AND BUYER HEREIN ASSUMES ALL RISKS AND LIABILITY FOR THE RESULTS OBTAINED IN THE USE OF ANY MERCHANDISE SOLD BY SELLER, BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, THAT MAY RESULT FROM DEFECTIVE OR UNFIT MECHANDISE. THE ONLY WARRANTIES ON THE MERCHANDISE SOLD BY THE SELLER ARE THE WARRANTIES MADE BY THE MANUFACTURE. BUYER UNDERSTANDS AND AGREES THAT BUYER IS PURCHASING ALL MERCHANDISE AS IS.
2. INDEMNITY: BUYER AGREES TO PROTECT, DEFEND AND INDEMNIFY WILLE ELECTRIC SUPPLY CO., INC. IT'S OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES(HEREAFTER "WILLE ELECTRIC") AND HOLD WILLE ELECTRIC COMPLETELY HARMLESS FROM ANY AND ALL LIABILITY AND CLAIMS, RIGHTS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS, EXPENSES, LOSS, INJURY OR DEATH TO PERSON, OR DAMAGE TO PROPERTY, OR OTHER RELIEF SOUGHT, INCLUDING BUT NOT LIMITED TO, COSTS, EXPENSES, AND ACTUAL ATTORNEY'S FEES OF EVERY KIND, NATURE OR DESCRIPTION, WHETHER ARISING OUT OF TORT, CONTRACT, STATUTE OR OTHERWISE, AND WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF, OR CONDITION OF MERCHANDISE PURCHASED FROM WILLE ELECTRIC, IRRESPECTIVE OF WHETHER THE CLAIMED LIABILITY IS CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF WILLE ELECTRIC OR OTHERS.
3. Price quotations will not contain California State Sales Tax, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall be added when applicable.
4. All sales are final and no merchandise may be returned unless consented to by Seller.

**POLICY**

5. Buyer agrees not to back-charge Seller or take a credit against any amount owed Seller for any reason without first obtaining the written authorization of the Seller. This Paragraph places no obligation on the Seller and does not in any way modify or invalidate, either in part or in whole, any of the provisions of Paragraph 1.
6. Seller does not guarantee delivery dates and all delivery dates given are estimated.
7. Any cash discount allowed and the terms of same will be printed on Seller's invoice and Buyer agrees not to take any such discount unless buyer has complied with said terms and not to deduct any greater amount than allowed.
8. CASH DISCOUNTS: Applicable cash discounts if any, for prompt payment will appear on your invoice. Computer accounts are issued monthly statements with total cash discounts which may be deducted if total month's purchases are paid by the following tenth. If not discounted, net total is due by 30th.
9. All shipments of merchandise are F.O.B. point of origin and any damage in transit to merchandise is the responsibility of the carrier and is the Buyer's responsibility to file a damage claim with the carrier. Buyer agrees that under no circumstances shall it withhold payments from Seller because of damage in transit.
  - (a) SHORTAGES/BREAKAGES: Our truck shipments are checked and double-checked to insure accuracy. Claims for shortages and/or breakages should be noted on the delivery slip and brought to our attention immediately. In any case, we must be notified within 7 days.
  - (b) DAMAGE: Delivery on our own trucks saves you the trouble of making claims against trucking companies. Concealed damage in unopened boxes we deliver to you should be save for inspection by our salesman or for pick-up and notification made to us in writing within 7 days. Otherwise, damage of freight delivered direct by a common carrier should be made with the carrier (use copy of our Invoice).
10. There are no understandings or agreements between Buyer and Seller other than those fully expressed and contained herein and no Agent or Salesman of Seller has any authority to obligate Seller by any terms, guarantees, warranties, stipulations or conditions not herein expressed. This Agreement may be altered only by written consent of the parties hereto.

**I have read the above and understand these terms and condition and will abide by them.**

Signed (Owner/Corporate Officer)

I hereby authorize my banks and other creditors to release information to Wille Electric Supply Co., Inc.

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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## Application for Credit

### Continuing Guarantee of Account

In consideration of Wille Electric Supply Co., Inc. (hereinafter called "Company") extending credit to \_\_\_\_\_ (hereinafter called "Purchaser"), the undersigned (hereinafter called "Guarantor") does hereby unconditionally guarantee payment when due to Company, its successors and assigns, upon the following terms and conditions:

1. This guarantee is a continuing guarantee that Purchaser will perform all contracts entered into between said Purchaser and Company and the Purchaser will promptly pay all accounts with Company when due.
2. Upon default by Purchaser, Guarantor shall promptly pay to Company the amount for which Purchaser is indebted to Company.
3. Guarantor hereby consents and agrees that Company, without prejudice to any claim against Guarantor and at any time and from time to time, may extend the time for performance of or otherwise modify any and all contracts with Purchaser, may extend the time of payment of the whole or any part of the indebtedness of said Purchaser, may receive and accept notes, bills, checks and other instruments for the payment of money made by or on behalf of said Purchaser and may grant extensions and renewals thereof, without discharging, releasing or in any way changing the liability hereunder of the Guarantor.
4. Any delay on the part of Company in exercising any right hereunder or in taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against Purchaser or any other person primarily or secondarily liable with Purchaser, shall no operate as a waiver or any right or in any manner prejudice Company's rights against Guarantor.
5. This guarantee shall remain in full force and effect until receipt by Company of written notice terminating the same, but such notice of termination shall not release or discharge the undersigned or in any way change the obligation hereunder in respect to any sales made or contracts entered into prior to the receipt of said notice.
6. Guarantor waives notice of acceptance of the guarantee, notice of non-payment on the part of Purchaser.
7. Guarantor agrees to pay reasonable attorney's fees and cost incurred by Company in the enforcement of the obligation of Purchaser and Guarantor.

\_\_\_\_\_  
Guarantor Signature (Owner/Corporate Officer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor Print Name

\_\_\_\_\_  
Address