



CREDIT APPLICATION AND AGREEMENT

COMPANY NAME ("APPLICANT"): _____

DOING BUSINESS AS: _____

MAILING ADDRESS: _____
STREET OR P.O. BOX NO. CITY STATE ZIP COUNTY

STREET (IF DIFFERENT FROM MAILING ADDRESS): _____
STREET CITY STATE ZIP COUNTY

E-MAIL ADDRESS: _____ E-BILLING PREFERRED: YES NO

BUSINESS TELEPHONE NO.: _____ FEDERAL TAX ID #: _____

TAX ON PURCHASES: YES NO (IF NO, PROVIDE PERTINENT TAX DOCUMENTATION)

PROPRIETORSHIP PARTNERSHIP CORPORATION NON PROFIT ORGANIZATION

YEAR BUSINESS STARTED: _____ TYPE OF BUSINESS: _____

ASSOCIATED CO./FORMER BUSINESS NAME: _____

PRINCIPAL OWNER(S) OR OFFICER(S) ARE:

<u>NAME & TITLE</u>	<u>RESIDENT ADDRESS</u>	<u>RESIDENT PHONE #</u>	<u>DRIVERS LICENSE #</u>	<u>SOCIAL SECURITY #</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

WERE ANY OF THE PRINCIPALS IN BUSINESS PREVIOUSLY? IF SO, GIVE BUSINESS NAME AND REASON FOR DISCONTINUING:

HAVE ANY OF THE PRINCIPALS EVER FILED FOR BANKRUPTCY PERSONALLY OR CORPORATELY? IF SO, GIVE DETAILS:

HAS ANY JUDGMENT EVER BEEN ENTERED AGAINST ANY OF THE COMPANIES OR INDIVIDUALS LISTED ABOVE?:

BANK REFERENCE: NAME OF BANK: _____ ADDRESS: _____

ACCOUNT NUMBER: _____

BANK OFFICER: _____ PHONE NO.: _____ Email Address: _____

LIST TRADE REFERENCES YOU HAVE HAD A CREDIT LINE WITH FOR 6 PLUS MONTHS (IN RELATED FIELD, IF POSSIBLE):

<u>COMPANY NAME</u>	<u>ADDRESS AND TELEPHONE NUMBER</u>	<u>E-MAIL ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPLICANT UNDERSTANDS IT IS APPLYING FOR BUSINESS CREDIT FROM 1155 DISTRIBUTOR PARTNERS-HOUSTON, LLC, 1155 DISTRIBUTOR PARTNERS-DALLAS, LLC, 1155 DISTRIBUTOR PARTNERS- AUSTIN, LLC, 1155 DISTRIBUTOR PARTNERS-SAN ANTONIO, LLC, 1155 DISTRIBUTOR PARTNERS – INDUSTRIAL, LLC, 1155 DISTRIBUTOR PARTNERS – DFW INDUSTRIAL, LLC, 1155 DISTRIBUTOR PARTNERS – NEW ORLEANS, LLC, 1155 DISTRIBUTOR PARTNERS – OKLAHOMA, LLC, 1155 DISTRIBUTOR PARTNERS – WEST TEXAS, LLC, 1155 – LIGHTING & TECHNOLOGY, LLC, 1155 DISTRIBUTOR PARTNERS – HOUSTON TOOLS AND EQUIPMENT, LLC, 1155 DISTRIBUTOR PARTNERS – INTEGRATED SOLUTIONS, LLC, AND 1155 DISTRIBUTOR PARTNERS-TENNESSEE, LLC ALL DOING BUSINESS AS LONESTAR ELECTRIC SUPPLY, LONESTAR ELECTRIC INDUSTRIAL SUPPLY, LONESTAR INTEGRATED SOLUTIONS, LONESTAR EQUIPMENT SOLUTIONS A N D /OR LONESTAR LIGHTING & TECHNOLOGY (COLLECTIVELY "LES"), AND IN DOING SO APPLICANT AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THIS CREDIT APPLICATION AND AGREEMENT ("AGREEMENT"), ANY DOCUMENTS REFERENCED BY THIS AGREEMENT INCLUDING THE CONTINUING PERSONAL GUARANTY BY THE UNDERSIGNED INDIVIDUAL BELOW, AND/OR ANY SUPPLEMENTS TO THIS AGREEMENT. **APPLICANT ACKNOWLEDGES AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE SECOND PAGE OF THIS CREDIT APPLICATION.**

APPLICANT AGREES TO INFORM LES WITHIN TEN (10) DAYS OF ANY CHANGES IN APPLICANT'S NAME, BUSINESS STATUS OR OWNERSHIP. THIS AGREEMENT IS FOR THE BENEFIT OF THE APPLICANT AND LES ONLY, AND NO OTHER PARTY OR PERSON IS CONFERRED ANY RIGHTS, CLAIMS OR BENEFITS. APPLICANT, BY SIGNING THIS CREDIT AGREEMENT, AGREES TO LES'S TERMS AND WARRANTS AND REPRESENTS THAT ALL OF THE INFORMATION FURNISHED HEREIN IS TRUE, COMPLETE, AND CORRECT.

THE UNDERSIGNED IS EXECUTING THIS AUTHORIZATION FOR CREDIT REPORT INDIVIDUALLY FOR THE PURPOSE OF AUTHORIZING LES TO OBTAIN A CONSUMER CREDIT REPORT FROM TIME TO TIME ON THE UNDERSIGNED INDIVIDUAL(S) THROUGH CREDIT AND CONSUMER REPORTING AGENCIES OR OTHER SOURCES, IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF SUCH INDIVIDUAL IN CONNECTION WITH THE CREDIT EVALUATION PROCESS AND THE PROPOSED EXTENSION OF BUSINESS CREDIT TO THE APPLICANT. THE UNDERSIGNED, AS AN INDIVIDUAL, HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT IN ACCORDANCE WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C.1681, ET SEQ., AS AMENDED FROM TIME TO TIME.

FOR GOOD CONSIDERATION AND AS AN INDUCEMENT FOR LES TO EXTEND CREDIT, THE UNDERSIGNED INDIVIDUAL DOES HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTY PAYMENT OF ALL INDEBTEDNESS OF APPLICANT TO LES UNDER THIS AGREEMENT CONSISTENT WITH THE TERMS ABOVE. THIS IS A CONTINUING PERSONAL GUARANTY.

OWNER/OFFICER'S SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

TERMS AND CONDITIONS ON NEXT PAGE

TERMS AND CONDITIONS

- Terms and Conditions Shall Control** – These terms and conditions will apply to all goods, services, and/or labor furnished by LES to the buyer of such goods, labor and/or services (“APPLICANT”). APPLICANT and LES will collectively be referred to as the “Parties.” These terms and conditions will control in the event of a conflict between these terms and conditions and any terms and/or conditions contained in any purchase order, master service agreement, subcontract, or any other agreement or document between APPLICANT and LES including any quotes and/or invoices.
- Acceptance and Termination of Order** – Acceptance of any order is subject to the credit approval of and acceptance by LES. If APPLICANT’s credit becomes unsatisfactory to LES at any time, LES may terminate an order of APPLICANT or require APPLICANT to pay COD. If APPLICANT terminates an order, APPLICANT will be responsible for the price and cost of all goods ordered and all labor and/or services provided by LES at the time the order is terminated.
- Price and Payment** – Unless otherwise stated, prices shall be those in effect at the time of shipment and billed to APPLICANT. LES’s prices are subject to change, without notice to APPLICANT. APPLICANT hereby acknowledges and/or grant LES the express right of LES to apply all payments made by Applicant as LES deems appropriate. APPLICANT agrees to pay for all charges in connection with the purchase of goods and/or services from LES according to terms stated on an invoice. With respect to any sales of goods or services by seller to applicant on credit, applicant agrees that all amounts payable on or before the net due date, as shown on each of the seller’s invoices, will be paid by the said due date. Accounts immediately become past due if not paid within the term stated on an invoice. Return of any and all goods is at the sole discretion of LES.
- Taxes** – Prices shown or listed on quotes do not include sales or other taxes imposed on the sale of the goods, labor, and/or services. Taxes now or hereafter imposed upon such sales or shipments will be added to the purchase price, and APPLICANT will be invoiced for such taxes. APPLICANT agrees to pay LES for any such tax or provide LES with an acceptable tax exemption certificate.
- Force Majeure** –LES is not responsible for delays in delivery of goods or performance of services caused by earthquakes, floods, hurricanes, named tropical storms, lightning strikes, ice storms, blizzards, icebergs, pack ice, air and sea disasters, explosions and fire, epidemics, acts of God or public enemy, embargos, tariffs, duties, government policies, governmental decrees or controls, price escalation, material shortages, sabotage, electronic viruses or worms, corrupting microcode, radiation, inability to secure transportation, epidemics, pandemics, war, terrorism, national emergency, invasion, insurrection, riot, strike, lockout, blockade, or other industrial disputes, any laws, rules, regulations, orders, directives or requirements of or interference by any government, government agency, failure of its suppliers to ship or deliver on time, failure of communications facilities, fuel, energy, labor or materials or any other circumstance beyond LES’s reasonable control. In no circumstances shall LES be liable for any consequential, delay, or special damages arising from any delay in shipment, delivery, or performance (“**Force Majeure Event**”). If there is a Force Majeure Event, LES’s time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby. Additionally, if a Force Majeure Event, causes LES’s cost of materials, equipment, labor or any goods to increase after a price is agreed to by LES, then such increase shall be added to the price charged by LES and shall be paid by APPLICANT.
- Product Warranty** – Products sold by LES are warranted only to the extent of any applicable manufacturer’s warranty.
- LIMITED WARRANTIES – LES DISCLAIMS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY LES, AND LES SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- LIMITATIONS OF LIABILITY - LES’S LIABILITY SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF GOODS, LABOR, AND/OR SERVICES FURNISHED OR REFUND OF THE PRICE THEREOF. LES SHALL NOT BE LIABLE AND APPLICANT WAIVES ALL CLAIMS FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. LES’S MAXIMUM CUMULATIVE LIABILITY TO APPLICANT FOR ANY AND ALL CLAIMS OR SERIES OF CLAIMS IN THE AGGREGATE ARISING OUT OF OR IN CONNECTION WITH ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY LES SHALL NOT EXCEED 100% OF THE PRICE OF SUCH GOODS, LABOR, AND/OR SERVICES. APPLICANT’S REMEDIES ARE FURTHER SUBJECT TO ANY LIMITATIONS CONTAINED IN MANUFACTURER’S OR SUPPLIER’S TERMS AND CONDITIONS TO LES, A COPY OF WHICH SHALL BE FURNISHED TO APPLICANT UPON WRITTEN REQUEST. THE LIMITATIONS OF LIABILITY DESCRIBED HEREIN SHALL APPLY TO ANY AND ALL CLAIMS (WHETHER ARISING IN NEGLIGENCE OF ANY KIND, TORT, CONTRACT, OR OTHERWISE) REGARDLESS OF CAUSE INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE OR OTHER FAULT ON THE PART OF LES.**
- INDEMNITY – APPLICANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO GOODS, LABOR, AND/OR SERVICES FURNISHED BY LES TO THE EXTENT SUCH CLAIMS ARISE OUT OF OR ARE CAUSED BY APPLICANT’S NEGLIGENCE OR OTHER FAULT.**
- Interest and Attorney Fees** – Interest shall accrue on amounts past due at a monthly rate of 1.5% or the maximum permitted by law. If APPLICANT fails to pay balances on time or within terms, LES reserves the right to demand payment in full of all balances due and owing and/or proceed with collection and/or legal action. In the event that legal action is required to collect money due for goods, labor, and/or services, APPLICANT shall pay all reasonable costs, including without limitation, collection costs, attorney’s fees and court costs incurred by LES.
- Liens** – LES expressly reserves all lien and bond rights. APPLICANT agrees to provide LES, upon request, information regarding bonding companies, project location, the identities and business addresses of general contractors and other parties, and any other information relevant to LES’s lien and bond claims or the perfection thereof.
- Authorization for Credit Review** – APPLICANT authorizes LES, at anytime, to obtain any and all information, related to APPLICANT’s credit, including any Personal Guarantors, from any and all sources including but not limited to all trade references provided by APPLICANT to LES and credit agencies.
- Assignment** – APPLICANT shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of LES. Any such assignment without such written consent will be void. LES may assign its rights and/or delegate its duties hereunder without the consent of APPLICANT.
- Waiver** – The failure of LES to insist upon the performance of any of these terms or conditions or to exercise any right hereunder shall not be deemed a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right hereunder.
- Severability** - If any these terms and conditions is partially or completely unenforceable pursuant to applicable law, then such provision shall be deemed amended to the extent necessary to make it enforceable, if possible. If such an amendment is not possible, then such provision shall be deemed deleted. If any provision is so deleted, then the remaining terms and conditions shall remain in full force and effect.
- Entire Agreement and Amendment** - These terms and conditions constitute the entire understanding between the Parties, and replace any previous oral or written agreements, representations, or statements. There have been no representations, warranties, or promises outside of these terms and conditions. No modification or amendment to these terms and conditions will be effective unless it is in writing and signed by an authorized representative of both Parties. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by APPLICANT, such acceptance is expressly conditional upon APPLICANT’s assent and agreement to any additional or different terms set forth herein.
- Disclaimer of Reliance** - APPLICANT acknowledges that it agrees to these terms and conditions by its own free choice, without any inducement offered in any way other than the express terms and conditions contained herein. APPLICANT warrants and represents that no promise, agreement, representation, inducement or condition not set forth in these terms and conditions has been made or relied upon by APPLICANT in agreeing to these terms and conditions. APPLICANT is relying solely upon its own judgment in agreeing to these terms and conditions and APPLICANT acknowledges LES is relying upon all of APPLICANT’s representations, including this Disclaimer of Reliance, in agreeing to provide labor, services, and/or goods to APPLICANT.
- APPLICANT ACKNOWLEDGMENT - APPLICANT HAS READ ALL OF THESE TERMS AND CONDITIONS. APPLICANT HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THE TERMS AND CONDITIONS BEFORE AGREEING TO THEM. APPLICANT FURTHER STATES THAT IT HAS BEEN ADVISED BY AN ATTORNEY OF ITS CHOICE AND SELECTION, OR HAS HAD THE OPPORTUNITY TO CONSULT WITH SUCH ATTORNEY REGARDING THE BENEFITS AND DETRIMENTS OF AGREEING TO THESE TERMS AND CONDITIONS. APPLICANT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS. APPLICANT IS ADVISED TO KEEP A COPY OF THE TERMS AND CONDITIONS.**
- Venue** - Any and all claims arising out of or related to goods, labor, and/or services furnished by LES shall be brought in a court situated in Harris County, Texas; provided however, LES may foreclose a lien in a court of competent jurisdiction in the county in which the property subject to the lien is located. At its sole discretion, LES may submit any claims arising out of, relating to, touching on, or in any way relating to materials sold by LES to APPLICANT to binding arbitration governed by the provisions of the American Arbitration Association Construction Industry Arbitration rules. **APPLICANT EXPRESSLY AGREES TO WAIVE ITS RIGHT TO TRIAL BY JURY.**
- Choice of Law** - Any and all claims against LES arising out of or related to goods, labor, and/or services furnished by LES, shall be governed by Texas law; provided however, any lien, bond, or other payment claims asserted by LES shall be governed by the law of the state in which the project improved by LES’s goods, labor and/or services is located.

_____ Initial _____ Date