

Shepherd

electric supply

of Washington DC, LLC

BUSINESS CREDIT APPLICATION

PAGE 1 OF 2

Instructions:

1. Complete all sections (missing information will delay processing) and sign page 2.
2. Provide financial statement(s) and ATTACH A COPY OF A VOIDED COMPANY CHECK.

Legal Name of Business: _____ DBA: _____

Address: _____

STREET

P.O. BOX

CITY

STATE

ZIP

Business phone: _____ Fax#: _____ Fed Tax ID#: _____

Type of Business: Corporation _____ Sole Proprietorship _____ Partnership _____ LLC _____ State Incorporated in _____

Nature of Business: _____ Date Started: _____ No. of years present ownership _____

Estimated annual sales: \$ _____ Number of Employees: _____ Duns#: _____ SIC#: _____

Taxable _____ Non-taxable _____ (If tax-exempt, a copy must be provided, all purchases will be subject to tax until a valid certificate is received)

Purchasing Contact: _____ A/P Contact: _____

Principals:

Full Name

Home Address & Phone#

Position

Social Security #

1) _____

2) _____

3) _____

Suppliers References:

Name

Address

Phone/Fax#

1) _____

2) _____

3) _____

4) _____

Bank: _____ Account #'s: _____ Type: _____

Address: _____ Phone: _____

Loan Officer: _____

Credit Limit Requested: _____ Estimated monthly product purchases? \$ _____

Do you require purchase order numbers to be issued to us for each order? Yes: _____ No: _____

CREDIT DEPARTMENT USE ONLY

Date Received: _____ Approved by: _____

Credit Limit: _____ Account#: _____ Sales Rep: _____

Location:

2920 V St. NE

Washington, DC 20018

PH: 202-269-3600

FAX: 202-269-3601

www.shepherddc.com

Mailing Address:

PO Box 90974

Washington, DC 20090

This agreement contains the full, final and entire agreement between Shepherd Electric Supply of Washington DC LLC ("Shepherd") and the applicant applying for credit on the first page of the Agreement ("Purchaser"). This agreement pertains, among other things, to the sale of goods (hereinafter the "Goods") by Shepherd to the Purchaser. All orders placed by Purchaser shall be subject to the terms and conditions set forth herein. Any additional or different terms proposed by Purchaser are deemed to be rejected unless expressly consented to in writing by an officer of Shepherd.

If the applicant is not a registered business entity at the time of the application, and subsequently becomes a formal business entity duly organized under the laws of one of the state of the United States of America, with or without the knowledge of Shepherd, the applicant agrees to be jointly and severally liable to Shepherd for any indebtedness incurred by or transferred to such successor entity.

1. **PRICE:** Unless otherwise stated in writing by an agent of Shepherd, all prices are FOB shipping point and are firm. Prices do not include sales use or similar taxes or duties which may be imposed by federal, state, county, city or other governmental agencies. Purchaser accepts liability for any such taxes or duties imposed and the amount of this shall be paid by Purchaser. Exemptions, where applicable, shall be established by the Purchaser and Purchaser shall indemnify Shepherd from the obligation to pay any amounts due as a result of such taxes or duties.
2. **DISCLAIMER OF WARRANTIES:** SHEPHERD does not manufacture Goods. ALL GOODS ARE DELIVERED "AS IS" AND "WITH ALL FAULTS". SHEPHERD MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE GOODS, THEIR QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, THEIR DESIGN, CONDITION OR WORKMANSHIP, THEIR FREEDOM FROM PATENT INFRINGEMENT, THE ENFORCEABILITY OF THE MANUFACTURER'S WARRANTIES AND GUARANTEES, OR AS TO THE TAX OR ACCOUNTING TREATMENT OF THE SALE OF THE GOODS, AND HEREBY DISCLAIMS THE SAME. SHEPHERD PASSES TO THE PURCHASER ALL WARRANTIES, IF ANY, RECEIVED BY SHEPHERD FROM MANUFACTURER.
3. **LIMITATION OF LIABILITY:** SHEPHERD SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL RESULTING FROM ITS DELIVERY OF DEFECTIVE OR NON-CONFORMING SERVICES, WORK PRODUCT AND/OR GOODS, OR FOR ITS DELAY IN DELIVERING GOODS OR SERVICES. PURCHASER'S REMEDY IS LIMITED, AT SHEPHERD'S SOLE OPTION, TO THE MANUFACTURER'S LIMITED REMEDY, OR REPAIR, REPLACEMENT OR RETURN OF GOODS.
4. **CLAIMS:** Any claim must be made in writing within three (3) business days after receipt of the Goods, if for shortages, or within fifteen (15) days after receipt of the goods, if for defects, and the Goods must be held at Purchaser's place of business for Shepherd's inspection, otherwise such claim shall be deemed waived. No claim may in any event be made after the Goods have in whole or in part been used or processed by the Purchaser. Time is of the essence concerning this notification. No Goods may be returned to Shepherd without obtaining a Return Merchandise Authorization (RMA).
5. **CONFESSION OF JUDGMENT/PERSONAL LIABILITY:** In the event the Purchaser is a corporation, partnership, or any other legal entity, the individual(s) whose signature(s) appear hereon (the "owner") agree to and do personally guarantee payment for all amounts due to Shepherd from Purchaser. The guarantee shall confer primary liability upon the Owner. Purchaser and Owner acknowledge that they have read and agree to all of the terms and conditions listed herein. Purchaser and Owner hereby jointly and severally irrevocably authorize any attorney of any court of record to appear for Purchaser and confess judgment, where such action is permitted by law, against Purchaser and/or Owner, for all unpaid amounts owed by Purchaser to Shepherd plus all expenses incurred in enforcing the terms of this Agreement including but not limited to court costs, expert witness fees, and attorney's fees in the amount of 33% of the amount due or actual attorney's fees whichever are greater, and waiving any right or privilege of exemption or supplementary proceedings, or other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment. If Shepherd shall successfully defend any controversy, claim or suit instituted by Purchaser (whether as an original action or as a counter-claim or cross action or otherwise) Purchaser shall pay expert witness fees and counsel fees incurred by Shepherd in defending such controversy, claim or suit. The Purchaser and/or Owner agree that District of Columbia (DC) Courts shall have personal jurisdiction over them and that venue shall be proper in the Circuit or District Court in DC for any suit or controversy arising between the parties and Purchaser and Owner waive their right to trial by jury.
6. **INDEMNIFICATION:** Purchaser shall indemnify, save and keep Shepherd harmless against all liabilities, judgments, costs, damages and expenses arising out of or relating to personal injuries or debt sustained by any person or persons and for all damage to property directly or indirectly by any violation of law or act or omission of the Purchaser or any subcontractor, or any servant, agent or employee of the Purchaser, in the performance of work with the Goods or in which such Goods are used, installed or employed.
7. **CREDIT TERMS NET 30.** Shepherd reserves the right to bill for any part of the order which has been completed. Shepherd shall be entitled to collect a finance charge on the unpaid balance of any invoice(s) which has been outstanding 30 or more days past due. Such finance charge shall be applied to the unpaid balance at the rate of 2% per month (corresponding to an annual percentage rate of 24%). All orders are subject to credit approval. If in Shepherd's judgment there is an impairment of the Purchaser's credit or any default in the payment of any of Purchaser's indebtedness to Shepherd, when due, then all indebtedness of Purchaser to Shepherd on all open accounts shall be due and payable. If the Goods are to be delivered in more than one shipment, Shepherd reserves the right to cancel or suspend deliveries if Purchaser fails to pay for prior shipment. If Purchaser's financial situation is unsatisfactory to Shepherd, cash on delivery or satisfactory security may be required by Shepherd. This agreement contains the full and final agreement between the parties and no changes to any of the terms and conditions of sale shall be binding upon Shepherd unless confirmed in writing by an officer of Shepherd.
8. **RESTOCKING CHARGE:** Orders regularly entered, verbal or written, cannot be canceled. All cancellations which are authorized in writing by Shepherd are subject to a 20% restocking charge for stock items and returns of non-stock merchandise is subject to manufacturers return policy and restocking charges.
9. **SAFETY RESPONSIBILITY:** It is the Purchaser's responsibility to provide and use proper safety devices, equipment and operating procedures to safe guard its employees from injury at all times and on a continuing basis from any set-up use or operation of the Goods. It is the Purchaser's responsibility to train all employees on the Goods and in their proper and safe operation and usage. It is the Purchaser's and its employee's joints and several responsibilities to set-up, use and operate the Goods in conformity with all federal, state and local government safety standards and all industry safety standards.
10. **DELIVERIES, LIMITATION OF LIABILITIES AND FREIGHT:** Estimated date of shipping is computed from receipt at the factory of the manufacturer of the Good of all written details pertaining to the purchase order. Shipment date and time is approximate only and is subject to delay. Shepherd shall under no circumstances be responsible or liable for delays, non-performance, loss or damages, whether direct or consequential, due to any circumstances beyond the control of Shepherd. All Goods delivered by Shepherd or the manufacturer to the carrier at the agreed shipping point or consigned to the Purchaser in accordance with the Purchaser's instructions or purchase order, will travel totally at Purchaser's risk, and the Purchaser hereby assumes all risk of loss, injury or destruction occurring after the time of such delivery or consignment. No such loss, injury or destruction shall operate in any manner to release the Purchaser from the obligation to pay for such Goods or from any other terms or conditions of this Agreement.
11. **DRAWINGS:** Any drawings furnished by Shepherd to Purchaser are provided as a service to Purchaser to conceptually illustrate the assembly of Shepherd Goods only. Such drawings are not intended to be fully directive, and do not cover engineering details on Goods not furnished by Shepherd, nor the interconnection of Shepherd Goods to other goods. Since Shepherd does not control job-site assembly or procedures, grade or quality of materials or equipment supplied by other, it is the Purchaser's sole responsibility to integrate Shepherd drawings into composite drawings into composite drawings suitably complete for purposes consistent with safe practice and overall project objectives. In the case of customer designed goods, at Purchaser's request, Shepherd will furnish drawings for Purchaser's approval prior to any fabrication of custom goods. Shepherd shall not be responsible for any errors in the drawings or in the event of any deviations, changes or alterations to the recommended assembly details described in Shepherd layout drawings.
12. **SPECIAL ORDERS:** All special orders for Goods not kept in stock are final, and require a 50% deposit at time of order with balance due upon arrival at Shepherd. Returns will not be permitted on special orders.
13. **GOVERNING LAW:** This addendum and the Credit Agreement are/were entered into in and shall be governed by and interpreted in accordance with the laws of the District of Columbia save its conflict of law provisions.
14. **JURISDICTION, VENUE AND WAIVER OF RIGHT TO JURY TRIAL:** Each party (including all guarantors) hereto consents to having all disputes arising out of or related to this Agreement being exclusively resolved within the geographic boundaries of the District of Columbia, whether such resolution takes the form of litigation or some alternative dispute resolution format. In the event litigation is properly initiated, each of the parties hereto agrees that they may be sued in the state or federal courts of the District of Columbia and consents and submits to the jurisdiction and venue of such courts in any such action. If any action related to or arising out of this Agreement is brought in the U.S. District Court for the District of Columbia or is removed to such court from a state court, both parties hereby waive any right they may have to obtain a change of venue to any other federal court. The parties waive any objection to venue and any objection based on a more convenient forum in any action instituted under the Agreement. The parties each further waive their right to a jury trial for any disputes arising out of or related to this Agreement.

IT IS THE INTENT OF THE PARTIES THAT THIS AGREEMENT IS EXECUTED UNDER SEAL TO IMPORT A TWELVE YEAR STATUTE OF LIMITATIONS. THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS THE EXPRESS AUTHORITY TO BIND PURCHASER.

Purchaser's Signature

Title

Name (Print)

Purchaser's Signature

Title

Name (Print)