

APPLICATION FOR BUSINESS CREDIT



BORDER STATES

Supply Chain Solutions™

Border States Electric Supply
Minnesota Electric Supply

Please return to: _____

CUSTOMER	BUSINESS NAME		APPLICATION DATE	
	SHIPPING ADDRESS		CITY	STATE
	BILLING ADDRESS		CITY	STATE
	TELEPHONE NUMBER		FAX NUMBER	CELL NUMBER
	SPECIAL DIRECTIONS TO YOUR BUSINESS		TYPE OF BUSINESS	

BUSINESS STRUCTURE	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER _____	NUMBER OF EMPLOYEES	OWNER/PRESIDENT
		IN BUSINESS SINCE	PURCHASING AGENT
	FED TAX# _____		ENGINEERING DEPT
	SS# _____	MAINTENANCE DEPT	

LICENSING INFORMATION	ELECTRICIANS LICENSE # _____ TYPE _____ STATE _____
	NAME _____ (MASTER OR CLASS B)

CREDIT REQUEST	AMOUNT OF MONTHLY CREDIT REQUESTED	ACCOUNTS PAYABLE CONTACT PERSON
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TRADE REFERENCES	FIRM NAME	ADDRESS	PHONE
	1		FAX
	FIRM NAME	ADDRESS	PHONE
	2		FAX
FIRM NAME	ADDRESS	PHONE	
3		FAX	
FIRM NAME	ADDRESS	PHONE	
4		FAX	

BANK REFERENCE	BANK _____ CITY _____ STATE _____
	CONTACT PERSON _____ CHECKING ACCT# _____
	PHONE # _____ ROUTING NUMBER _____

SALES TAX	SALES TAX TO BE CHARGED? YES ____ NO ____	IF "NO" PLEASE COMPLETE AND SIGN A SALES TAX EXEMPTION CERTIFICATE AND RETURN WITH THIS APPLICATION.
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OFFICE USE	ARE YOU SUBJECT TO A CITY OR COUNTY TAX? YES ____ NO ____
BRANCH# _____	IF YES, WHICH CITY OR COUNTY? _____

NIELSEN MARKET SERVED PRICE LEVEL _____	How would you like to receive your invoices and statements?: <input type="checkbox"/> Fax <input type="checkbox"/> E-mail
SR _____	Please list your fax number or the E-mail address of your Accounts Payable Department:
TRANS ZONE _____	_____

**TERMS AND CONDITIONS: SEE REVERSE SIDE
YOUR SIGNATURE IS REQUIRED ON THE REVERSE
SIDE TO PROCESS THIS APPLICATION.**

APPROVAL BR MGR _____

TERMS AND CONDITIONS OF SALE

In consideration for Border States Industries, Inc., dba Border States Electric Supply, Border States Industrial Supply, Border States Electric Supply of New Mexico, Inc., Border States Electric Supply of Minnesota, Inc., Minnesota Electric Supply, ("Company") permitting the undersigned individual or entity ("Applicant") to purchase materials from the Company the Applicant agrees that the following terms and conditions shall control with respect to all sales:

1. The person(s) signing this credit application ("Application") warrants and represents to the Company that they have full authority to enter into this Application on behalf of the Applicant. Applicant represents that all materials purchased from the Company are for agricultural, business or commercial purposes only and not for personal, family or household purposes. The Applicant understands that the submittal of this Application does not constitute a credit account until approved by the Company.
2. Applicant agrees to pay for all materials purchased from the Company by the due date according to the terms of sale stated on each invoice or otherwise agreed to in writing among the Applicant and the Company. All accounts are due and payable at the address shown on the Company's invoice. Prompt payment discounts offered, if any, on invoices may be taken only if the invoice is paid not later than the 10th day of the month in which it is due. Credit availability shall be at the sole discretion of the Company and may be terminated and/or changed at any time by the Company. The Company specifically reserves the right to require payment in cash for any shipment or delivery should the Company so determine.
3. Applicant agrees to pay interest on all past due amounts at a rate of 1.5% per month on the past due balance, but not to exceed the highest rate lawfully allowed in the state in which this Application is executed. Acceptance of any payment from Applicant without the accrued interest included shall not be deemed to be a waiver of such accrued interest.
4. To the extent allowed by applicable law, the Applicant agrees to pay all costs of collection incurred by the Company relating to this Application or the Applicant's account including reasonable attorneys' fees, expert witness fees and costs, without regard to whether a lawsuit or arbitration is commenced. The law of the state where the branch office of the Company is located, which has primary responsibility for servicing Applicant, shall govern the terms and conditions of sale. Any action arising out of or relating to this Application or disputes concerning the Applicant's account commenced by the Applicant shall be brought by the Applicant in the county and state where the branch office of the Company is located, which branch office has primary responsibility for servicing Applicant. This choice of law and venue provision is a negotiated term and an integral part of the bargained for consideration for this Application.
5. No terms or conditions or purchase orders of the applicant that are different from the Company terms of sale will become part of any contract unless approved in writing signed by the Company. The Company shall not be responsible for any manufacturing or shipping defect. The Applicant agrees to hold the Company harmless for any manufacturing or shipping defect or any injury to persons or property due to such defects.
6. As security from the payment of the obligations of the Applicant owing the Company under any outstanding invoice, the Applicant hereby grants to the Company a security interest in the goods described in such invoice or invoices, together with the proceeds thereof. The Applicant agrees to provide the Company with such financing statements and other documents as the Company may request in order to perfect its security interest. In addition, the Applicant appoints the Company as its attorney-in-fact to execute and file any such financing statement or statements necessary to perfect the Company's security interest.
7. The Company is hereby authorized to investigate the references listed in this Application pertaining to the credit and financial responsibility of the Applicant. As often as the Company may request, the Applicant will provide financial statements and such other financial information of the Applicant (and any guarantor of Applicant's account) as the Company shall request from time to time. In addition, the Company is authorized to obtain, from time to time, credit reports on the Applicant. The undersigned hereby consent(s) to the Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorize the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. ¶ 1681 et. seq.

Signature: _____
SS# _____ - _____ - _____

Signature: _____
SS# _____ - _____ - _____

8. The Applicant acknowledges that the Company has not made any representations or warranties of any kind, express or implied, including without limitation, warranties as to merchantability or fitness or suitability for a particular use or purpose, and is not responsible for any loss or damage, including special or consequential, directly or indirectly arising from the use of such goods. The Company expressly disclaims all such warranties. The Applicant further acknowledges that all goods are delivered "as is".
9. In the event of any change in character of ownership of the Applicant's business whether by incorporation or otherwise, by addition of partners, members or any other change in the ownership interest of the Applicant, Applicant shall immediately notify Company. The Company will rely on the information provided in the Application until notified by Applicant to the contrary. Any notice contemplated by this paragraph shall be sent by the Applicant, by certified mail, return receipt requested, to the Company at the address shown on the then most current invoice.
10. Promptly following receipt of any goods from the Company, the Applicant shall inspect the same. Any claim for shortage must be made within three (3) days following receipt of the goods. All other claims against the Company must be made within thirty (30) days after the receipt of such goods purchased by the Applicant. All claims not made in writing received by the Company from the time period specified above shall be deemed waived by the Applicant.

By signing below, the Applicant acknowledges its agreement to the terms and conditions outlined above.

Name of Company or Entity: _____

Signed by: _____ Title _____

Name Printed: _____ Date: _____

PERSONAL GUARANTY

The undersigned, whether one or more, jointly and severally, as an inducement to the Company to extend credit terms, do hereby unconditionally guaranty the payment of any and all obligations, debts and/or liabilities (including interest and attorneys' fees), of the Applicant which have in the past or may in the future be owing the Company on open account or otherwise under the same conditions. The obligations under this guaranty are primary and independent of the Applicant's obligations, and the undersigned waive: (1) any right to require the Company to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining thereto; (2) diligence, demand, presentment for payment and protest; (3) the application of any statutory provisions requiring joinder or limiting the liability of a surety, endorser or guarantor; and (4) notice of any extension, forgiveness, re-structuring or modification of Applicant's present or future indebtedness to the Company.

The undersigned hereby consent(s) to the Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guaranty(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorizes the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. ¶ 1681 et. seq.

Dated this _____ day of _____, _____.

Signed: _____ Social Security Number: _____

Address: _____

Signed: _____ Social Security Number: _____

Address: _____

GUARANTOR MAY REVOKE THIS GUARANTY AS TO FUTURE TRANSACTIONS ONLY BY SERVING WRITTEN NOTICE UPON THE COMPANY, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESS THAT THE ACCOUNT IS MANAGED. RECEIPT OF SUCH NOTIFICATION WILL NOT RELIEVE GUARANTOR OF ITS GUARANTY LIABILITY BY THE COMPANY FOR ANY ORDERS ACCEPTED BY THE COMPANY ON OR BEFORE THE DAY THE COMPANY RECEIVES SAID REVOCATION.