



Business Contact Information			
*Nationwide Electric Supply Sales Rep.:		*CREDIT AMOUNT	
*Customer name:			
*Phone:	*Fax:	*E-mail:	
*Billing address:			
*City:	*State:	*ZIP Code:	
*Accounts Payables Contact:			
*Phone:	*Email:	*PO Required:	
*Email Invoices to:		*Email Statements to:	
<i>*If you are tax exempt, please provide a copy of your exempt form*</i>			
Business and Credit Information			
Bank name:			
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account	Account number		
Savings			
Checking			
Other			
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:			



TERMS AND CONDITIONS OF SALE

Contract & Acceptance: Sales by Nationwide Electric Supply are subject to the following terms and conditions. **NO TERMS OR CONDITIONS APPEARING IN CUSTOMERS PURCHASE ORDERS THAT ARE CONTRARY TO THE FOLLOWING TERMS AND CONDITIONS SHALL BE BINDING ON NATIONWIDE ELECTRIC SUPPLY UNLESS SPECIFICALLY AGREED TO IN WRITING.**

Any quotation from Nationwide Electric Supply will be an invitation for an offer from Customer upon the terms and conditions as stated. Nationwide Electric Supply acceptance of this order is expressly conditioned on Customer's assent to the terms contained herein. All orders must be accepted by an authorized employee of Nationwide Electric Supply.

Shipping Schedule: Nationwide Electric Supply will establish shipping schedules as closely as practicable in accordance with Customer's requested delivery; however, Nationwide Electric Supply shall not be responsible for delays in performance resulting from causes beyond its control or of the control of its suppliers or subcontractors including, but not limited to, any casualties, acts of Customer, strikes or other labor difficulties, shortages of labor, supplies and transportation facilities. Nationwide Electric Supply reserves the right to ship in advance of any Customer request dates, except those stipulated "Not Before". Should shipment be held beyond scheduled date for the convenience of Customer, Nationwide Electric Supply reserves the right to bill immediately for the goods and to charge Customer for reasonable expenses incident to such delay.

Prices: All quotations expire thirty (30) calendar days from the date set forth on the quotation. Prices of products scheduled for shipment more than six (6) months after the date of Customer's order shall be subject to escalation.

Terms of Payment: Subject to the approval of Nationwide Electric Supply Credit Department, open account payment terms are NET 30 (N30) days with no discounts or retainages. Finance charges will incur after thirty (30) days past due at a rate of twenty four percent (24%) or two percent (2%) per month.

Venue: In the event suit is filed by either Nationwide Electric Supply or the Customer for damages claimed as arising from the sale of goods as covered by this Credit Application, exclusive Venue shall be in the City of Norfolk, Virginia unless a different venue is agreed to by both parties in writing. Customer is responsible for the greater of 33 1/3% of the principal sum due or actual attorney's fees incurred.

Taxes: Nationwide Electric Supply' prices do not include any applicable sales, use, excise or similar taxes. If, under any law or regulation in effect, Nationwide Electric Supply is required to pay or collect any tax upon the products arising from the sale, transportation, delivery, use of consumption of said products – whether directly or indirectly- the contract price shall be increased by the amount of any such tax.

Termination: In the event Customer terminates all or any portion of an order, for reasons other than Nationwide Electric Supply' default, Customer agrees to pay for the costs already incurred by Nationwide Electric Supply to date of cancellation including the price of any goods or services required to fill the order already committed to Nationwide Electric Supply and a reasonable allowance for overhead profit. Return of special ordered items will be wholly subject to the review and acceptance of by the manufacturer.

Warranties: Products covered by this contract are not of Nationwide Electric Supply manufacture and are warrantied only to the extent that they are warrantied by the manufacturers thereof. THERE ARE NO OTHER WARRANTIES; EXPRESS OR IMPLIED WHICH EXTEND BEYOND THOSE SET FORTH ABOVE. THE WARRANTY OF MERCHANTABILITY IS LIMITED TO THE TIME PERIOD SPECIFIED ABOVE. Manufacturers' warranties are contingent upon the product being stored installed, maintained and operated in accordance with good engineering practices and the instructions contained therein. Claims for expenses of Customer relating to labor and /or material supplied by Customer (commonly known as backcharges) will not be honored by Nationwide Electric Supply unless Customer obtains the prior written consent of authorized personnel at Nationwide Electric Supply to supply labor and/or material.

Transportation Charges and Risk of Loss: Unless otherwise agreed, all shipments are FOB Factory. Risk of loss for the products sold hereunder passes to Customer upon delivery to the carrier.

Limitations on Liability: Nationwide Electric Supply total responsibility for damages (whether arising in contractor tort) arising out of or relating to its performance of the contract or the products covered hereunder shall be limited to the contract price for the products. In no event shall Nationwide Electric Supply be liable for any incidental or consequential damages such as lost profits, loss of use of productive facilities or equipment, loss of production or expenses incurred in reliance on Nationwide Electric Supply' performance whether suffered by Customer or third party. Nothing in this paragraph shall in any way be construed to affect the liability Nationwide Electric Supply may have for personal injury or death of any third party.

Indemnity: Nationwide Electric Supply shall indemnify Customer from all liability, including reasonable attorney's fees for personal injury or death to any third party, arising out to the sole negligence of Nationwide Electric Supply, its agents, servants or employees while Nationwide Electric Supply is on Customers' premises in the performance of this contract.

Modification: This contract constitutes the written agreement signed by the parties relating to the products supplied hereunder. All modifications to the contract must be by written agreement. Any changes in specifications, quantities, schedules, materials or services requested by the Customer shall be subject to an equitable adjustment in the contract price, time or performance of both.

SIGNATURE REQUIRED ON PAGE 3

27 E. 2nd Street Richmond, VA 23224

Phone: (804)232-3005 Fax: (804)233-6275



The information contained on this application is being supplied for the purpose of obtaining credit and is warranted to be true. Seller is hereby authorized to investigate the credit and financial background of the undersigned application. The applicant agrees to the terms and conditions of sale printed on the second page of this application.

****OWNER/OFFICER SIGNATURE(S)****

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

PLEASE CONTACT THE NATIONWIDE ELECTRIC SUPPLY ACCOUNTING DEPARTMENT WITH ANY ADDITIONAL QUESTIONS OR CONCERNS AT 757-468-8800 Ext 495.

SIGNATURE REQUIRED ON PAGE 3
27 E. 2nd Street Richmond, VA 23224
Phone: (804)232-3005 Fax: (804)233-6275