



22 K Street, NE
Washington, DC 20002
Telephone 202/789-0500
Facsimile 202/289-3919
www.descowashington.com

DATE \_\_\_\_\_ 20\_\_

APPLICATION FOR CREDIT

FIRM NAME (hereinafter "Purchaser") \_\_\_\_\_ Date Established \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

[ ] Fed ID No. \_\_\_\_\_ State \_\_\_\_\_ [ ] Tax Exempt Certificate Required

PLEASE CHECK ACCORDINGLY Dominion Contact/Sales Person \_\_\_\_\_

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Other \_\_\_\_\_

TYPE OF BUSINESS [ ] Architect [ ] Builder [ ] Building Maintenance [ ] Commercial Contractor [ ] Comm'l & Resi Contractor [ ] Designer [ ] DataCom [ ] Engineer [ ] Government

[ ] General Contractor [ ] Industrial [ ] Kitchen/Bath [ ] Property Management [ ] Remodelor [ ] Residential Contractor [ ] Other \_\_\_\_\_

ANNUAL SALES \_\_\_\_\_

OWN OR RENT BUILDING \_\_\_\_\_ VALUE \_\_\_\_\_ MORTGAGE \_\_\_\_\_

WHO REFERRED YOU TO DOMINION? \_\_\_\_\_

Table with 4 columns: PRINCIPALS, FULL NAME, SS#, HOME ADDRESS (CITY, STATE, ZIP CODE)

Table with 4 columns: BUSINESS REFERENCES, NAME, ADDRESS, PHONE

GUARANTY OF PAYMENT

This GUARANTY is given by the undersigned, jointly and severally, to Dominion Electric Supply Company of Washington LLC (hereinafter referred to as the "Company") in order to induce the Company to extend credit to or otherwise become a creditor of the Purchaser, its successors and assigns.

I/WE do absolutely and unconditionally PERSONALLY GUARANTY to the Company the prompt payment, when due, of every claim of the Company now existing or which may hereafter arise against the Purchaser, its successors and assigns, including all costs of collection, including attorney's fees of thirty-three percent (33%) of the amount due when placed for collection, whether or not suit is brought against Purchaser and/or the undersigned.

This is a continuing GUARANTY and shall remain in full force until revoked by Guarantor(s) by notice in writing to the Company by certified mail, said revocation effective only as to the claims of the Company arising out of transactions entered into with Purchaser; thirty (30) days after the Company's receipt of said notice of revocation. This GUARANTY shall apply to the renewals of any claims guaranteed by this instrument or extensions of time for payment hereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. This GUARANTY is, and shall remain binding upon the heirs, estate representatives, successors, and assigns of each Guarantor. If Purchaser changes its legal formation or status after execution of this GUARANTY (hereinafter "Successor Entity") with or without the knowledge or consent of the Company, the undersigned hereby shall unconditionally and absolutely, jointly and severally, guarantee the payment of all claims, service charges, costs and attorney's fees assessed or incurred by the Company for any indebtedness incurred by or transferred to such Successor Entity from Purchaser. This GUARANTY is independent of any rights that the Company may have with respect to the debt(s) of Purchaser, its successors and assigns, and all of the Company's rights are cumulative and not alternative.

The undersigned hereby waive all privilege of exemptions, including their homestead exemption, as well as all requirements or rights with regard to notice, presentment, demand, notice of dishonor; notice of protest, notice of demand and nonpayment in the event of default, and the undersigned further agree(s) that venue and jurisdiction for any legal proceeding to enforce the terms of this GUARANTY, including payment, may be brought at the Company's option, in the applicable State and Federal Courts of competent jurisdiction for Maryland Purchasers, in and for Montgomery County, Maryland; and for Virginia Purchasers, in and for Fairfax County, Virginia; and this GUARANTY and its terms shall be interpreted and governed by the laws of the State of Maryland.

THE UNDERSIGNED AGREE TO ALL TERMS OF THIS GUARANTY AND THE UNDERSIGNED, RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN THE EVALUATION OF THIS PERSONAL GUARANTY, HEREBY CONSENT TO AND AUTHORIZE THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY THE COMPANY, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS, AND THE UNDERSIGNED AGREE(S) TO HOLD HARMLESS THE COMPANY, AND ITS EMPLOYEES FOR CREDIT REPORTING OF THE UNDERSIGNED AND AUTHORIZES THE COMPANY TO DISSEMINATE CREDIT INFORMATION ABOUT THE UNDERSIGNED TO INQUIRING SOURCES.

Given under seal, my (or our) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signature: \_\_\_\_\_ (seal) Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_
Signature: \_\_\_\_\_ (seal) Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_
Signature: \_\_\_\_\_ (seal) Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_
Signature: \_\_\_\_\_ (seal) Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

# TERMS AND CONDITIONS OF SALE

The following terms and conditions apply to all sales, including direct shipments, made or arranged by Dominion Electric Supply Company of Washington LLC and its divisions, successors and assigns ("Dominion") and shall prevail over any notifications, inconsistent terms of Purchaser's purchase order(s) or other documents; and all prior proposals and agreements are merged herein ("Dominion"). Purchaser and Purchaser's successor-in-interest and assigns agree to the following terms and to make payment for purchases upon the following terms:

1. Dominion is authorized to charge to the above account, subject to the terms and conditions set forth herein, all sales to and orders by Purchaser or Purchaser's agents, and representatives, through express or implied or apparent authority until such time as written notice to the contrary is received by Dominion by certified mail.
2. Terms of sale are cash discount, 10<sup>th</sup> prox., net 30 days. Should payment in full for any charge(s) be received by Dominion after the 30<sup>th</sup> day of the month following the delivery of merchandise, then Purchaser agrees to pay a service charge of 1.5% per month on any unpaid balance of said charge or charges, which will be added to the account and become a liability of the Purchaser. Upon default of any of these terms and conditions, including nonpayment, Purchaser agrees to pay Dominion its costs for collection, including an additional 33% of the total account balance as attorney fees, plus all costs necessary for and incident to collection, whether or not suit is filed.
3. All goods and prices for goods shipped by Dominion or by direct shipment from Dominion's supplier or manufacturer are shipped FOB, place of shipment, unless otherwise stated in writing. Applicant agrees to assume all risk of loss and carry the necessary insurance for FOB, place of shipment.
4. Unless otherwise stated, all orders, quotations, and estimates do not include applicable federal, state and local taxes, and prices quoted are subject to additional federal, state and local taxes.
5. Purchaser agrees to hold harmless Dominion from all damages including but not limited to delay damages, and Purchaser agrees to make payment in full for said goods ordered, whether stock goods, out of stock goods or specially ordered/custom goods. Dominion shall not be liable for delay in delivery and all orders are contingent upon causes beyond Dominion's reasonable control, including acts of God, governmental action, war, strikes, manufacture's shortages, shipping or carrier delays, or other causes beyond Dominion's reasonable control.
6. All orders are based on quotations and subject to change without notice unless otherwise noted by Dominion, in writing. All quotations become invalid unless Purchaser places an order within 30 days from the date of quotation, or shorter if specified, which is then accepted by Dominion, said orders will be billed at the quoted price unless otherwise noted. Any price quote cannot be accepted on additional or different terms by Purchaser unless signed in writing by Dominion. Purchaser authorizes Dominion to correct any mathematical or clerical error in price quotes at any time. All limits on credit or amounts of credit given or extended to Purchaser shall be made by Dominion in its sole discretion, when and as necessary.
7. Purchaser agrees to examine goods upon receipt and make claim for any damage or shortage upon delivery of the goods. Any claims made after ten (10) days from the delivery date shall not be honored. Purchaser agrees that Dominion in its sole discretion, may take back goods for credit. No goods will be accepted for credit without prior written authorization. A restock charge will be assessed on all goods returned for credit. This credit agreement and terms of sale shall be interpreted and governed by the laws of the State of Maryland.
8. Purchaser, its successors and assigns agree that personal jurisdiction and venue for any legal proceeding to enforce the terms of sale and this agreement, including payment, may be brought at Dominion's sole discretion, in the applicable Courts of competent jurisdiction for Maryland customers, in and for Montgomery County, Maryland, and for Virginia customers, in and for Fairfax County, Virginia.
9. Dominion shall be notified in writing by certified mail of any change to Purchaser's name or legal status. Purchaser will specifically state the original entity's full, legal name, as well as the successor entity's full, legal name and/or status change. Purchaser's name or legal status and such change shall become effective thirty (30) days after receipt of notice by Dominion. Failure to give such actual notice to Dominion shall allow Dominion to rely on the continuing business transaction of the original Applicant, as Purchaser; and all personal guarantees provided therefore, in Dominion's sole discretion, for all goods purchased even if sold to the successor entity. Likewise, in Dominion's sole discretion, Dominion may rely on the successor entity's obligation under and agreement to these Terms and Conditions.
10. Dominion makes NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY GOODS SOLD BY Dominion OR BY ANY OTHER PERSON OR ENTITY. Except as stated above regarding "claims", Purchaser's sole and exclusive remedy for breach of warranty or negligence by the manufacturer or for any failure, defect, or inadequacy of any kind for goods sold by Dominion is against the manufacturer of goods sold to Purchaser and not against Dominion, and agrees to indemnify and hold harmless Dominion for any damages resulting from any manufacturer or shipping defect. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. Dominion shall not be liable, directly or indirectly, for any loss, cost, damage or expense, including without limitation, consequential or incidental damages, arising directly or indirectly from the condition, operation, delivery, or use of any goods sold. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY Dominion's EMPLOYEES AND/OR AGENTS THAT DIFFER IN ANY WAY FROM THESE TERMS AND CONDITIONS SHALL HAVE NO FORCE OR EFFECT. Any proposal by the Purchaser to vary the terms hereof or to expand the warranties or other terms set forth herein unless agreed to in writing by an authorized officer or agent on behalf of Dominion, shall be deemed a material alteration and shall not become part of these Terms and Conditions or any other agreement between the parties.
11. Purchaser agrees to accept delivery of all orders placed for merchandise that is not normally stocked by Dominion or that requires custom manufacturing or assembly (special orders) within 30 days of receipt of such merchandise by Dominion. If Purchaser fails to do so, Dominion, in its sole discretion may charge the Purchaser the price of the goods ordered. These amounts become a liability of the Purchaser. Dominion shall have the right to dispose of the goods in any manner chosen by Dominion in Dominion's sole discretion after 60 days of receipt of such special order merchandise. All sales of special order merchandise are final upon placement of the order by Purchaser.
12. If any of the provisions of this Agreement is held to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.
13. **THE UNDERSIGNED AGREE(S) THAT THE INFORMATION IN THIS AGREEMENT AND APPLICATION IS WARRANTED TO BE TRUE AND THE UNDERSIGNED, WHO IS/ARE PRINCIPAL(S) OF THE PURCHASER, RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE PURCHASER/APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF COMMERCIAL AND CONSUMER CREDIT REPORTS ON THE UNDERSIGNED BY DOMINION, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS. PURCHASER AGREES TO HOLD HARMLESS DOMINION AND ITS EMPLOYEES FOR CREDIT REPORTING OF THE PURCHASER AND AUTHORIZES DOMINION TO DISSEMINATE CREDIT INFORMATION ABOUT THE PURCHASER TO INQUIRING SOURCES.**

Purchaser has read and agrees to all the above terms and conditions of sale.

Signature: \_\_\_\_\_ (seal) Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ (seal) Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ (seal) Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ (seal) Print Name: \_\_\_\_\_ Date: \_\_\_\_\_