



APEX ELECTRIC SUPPLY COMPANY, INC.

406 W. EXCHANGE ST*AKRON, OH 44302*330-253-5157*FAX 330-253-2003*WATS 800-248-2739

Application for Credit

This Application for Credit is submitted to Apex Electric Supply Company for the purpose of obtaining open account credit terms. Submission of this Application does not constitute approval of credit. All credit approvals, limits, and terms are granted solely at Apex's discretion and may be modified or withdrawn at any time.

If you have any questions regarding this Application, please contact Apex Electric Supply prior to completion.

Please email the completed application to Kelly@apexEsupply.com.

Name of account: _____

Principal(s)/Owner(s) of Company: _____

Billing Address: _____

Ship to Address (If Different): _____

Phone: _____ Fax: _____ E-mail: _____

Are you a Branch: or Headquarters: Who pays the bills? Branch Headquarters

Tax Exempt: Yes No If yes, please list Exempt # _____

If "Yes", a tax exemption certificate must accompany this sheet.

Federal I.D. number: _____

Are you, Sole Proprietor Incorporated or Limited Liability Co

Do you have a valid electrical contractor's license? Yes No

What year was your business established? _____

Requested Monthly Credit Amount: (Subject to Credit Approval): _____

Does your company require a purchase order number? Yes No

Preference mode for delivery of invoices:

Email: _____ Fax: _____ Or Mail**:

**If you choose mail, please note that all invoices will be sent monthly with the statement.

Type of Business (check all that apply):

Primary Business Activity:

- Contractor
- Manufacturer
- Distributor
- Service Provider
- Other: _____

If Contractor, please specify trade:

- Electrical
- HVAC / Heating & Cooling
- Plumbing
- Mechanical
- Other: _____

Accounts Payable Individual:

Name (Please Print) _____ Phone # _____ EXT# _____

Email: _____

Address if different from business address: _____

Applicant authorizes the following individuals to purchase goods on its behalf and agrees to be fully responsible for all charges incurred by such person, regardless of internal company policies.

Business References

1.) Name: _____

Address: _____

Tel: _____ Fax: _____

Email: _____

2.) Name: _____

Address: _____

Tel: _____ Fax: _____

Email: _____

3.) Name: _____

Address: _____

Tel: _____ Fax: _____

Email: _____

4.) Name: _____

Address: _____

Tel: _____ Fax: _____

Email: _____

Applicant Authorization

The undersigned certifies that they are authorized to submit this Application on behalf of the Applicant and agree to all terms and conditions herein.

Applicant Legal Name: _____

Authorized Signer Name & Title: _____

Signature: _____ Date: _____

Please complete either Section A (Personal Guaranty) or Section B (Corporate Guaranty)

SECTION A-PERSONAL GUARANTY

In consideration of Apex Electric Supply Company extending credit to the Applicant, the undersigned individual (“Guarantor”) unconditionally guarantees payment of all amounts owed by the Applicant, including principal, finance charges, reasonable attorney’s fees, arbitration, court costs, and other collection expenses as permitted by law.

This is a **continuing guaranty** of payment and performance and shall remain in full force and effect for all indebtedness now existing or hereafter incurred by the Applicant, regardless of any modification, extension, renewal or rearrangement of credit, or the insolvency or bankruptcy of the Applicant. Apex may enforce this guaranty directly against the Guarantor without first proceeding against the Applicant or exhausting any remedies. The Guarantor hereby waives notice of acceptance of this guaranty, presentment, demand, protest, default and all other notices.

Guarantor authorizes Apex and its agents to obtain and review Guarantor’s personal credit reports for credit evaluation, account review, and collection purposes.

Guarantor Full Legal Name _____

Home Address _____

Phone _____ **D.O.B.** _____ **SSN/Last 4 digits** _____

Guarantor agrees to provide a full SSN upon reasonable request for credit, collection, or enforcement purposes. Any personal information provided will be used solely for credit evaluation, account administration, collection, and enforcement, in accordance with applicable law.

Signature (Individual Capacity)

Guarantor Signature (Individual) _____ **Date** _____

By signing above, the undersigned acknowledges that they have read, understand, and agree to the applicable guaranty provisions.

*****Terms and Conditions*****

- 1.) **“Due Date”** The due date will be clearly marked on each invoice. **Unpaid balances not received by the due date stated on the invoice/invoices will incur Finance Charges** (See #3 below).
A Statement listing all open invoices will be sent at the end of each month.
- 2.) **“Discount-10th/Net-25th”**. A discount is applicable if your payment is received by the 10th otherwise, the discount will not be applied. Discount amounts are indicated on each invoice.
- 3.) **“Finance Charge”** **A finance charge of 1½ % per month (18% per annum) will be assessed on any open balance after the due date.**
- 4.) No cut pieces of wire will be accepted as a return for credit.
- 5.) Special order material is non-returnable.

*****Please note***** If there is a question about your bill, or you need additional information, our billing department should be notified immediately so that we can address your concerns promptly.

Please complete either Section A (Personal Guaranty) or Section B (Corporate Guaranty)

SECTION B-CORPORATE GUARANTY

Corporate Guaranty of Payment

The undersigned entity (“Corporate Guarantor”) hereby **unconditionally guarantees** the full and prompt payment of all obligations of the Applicant to Apex Electric Supply Company.

The undersigned officer represents and warrants that:

1. The Corporate Guarantor is duly organized, validly existing, and in good standing.
2. The execution of this Corporate Guaranty has been duly authorized by all necessary corporate or company action; and
3. The undersigned has full authority to bind the Corporate Guarantor.

This guaranty shall remain in effect until all obligations of the Applicant to Apex Electric Supply Company have been fully satisfied.

No personal guaranty is given under this Corporate Guaranty. No personal credit information is required or relied upon.

Corporate Guarantor Information:

Legal Entity Name _____

Entity Type _____ **State of Formation** _____

Authorized Officer (Signing on Behalf of Entity) The undersigned officer certifies under penalty of perjury that they are duly authorized to execute this Corporate Guaranty on behalf of the Corporate Guarantor and that such execution is binding upon the entity.

Name (Print) _____

Title _____

Signature _____ **Date** _____

*****Terms and Conditions*****

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