

Hicks Electric & Utility Supply Co. (HESCO)
 6915 Northeast Expressway
 Doraville, GA 30340
 P 678-722-8500 F 678-722-8501

Credit Application

LEGAL BUSINESS NAME ("Applicant")	PHONE NO.		FAX NO.	
STREET ADDRESS	CITY	COUNTY	STATE	ZIP
BILLING ADDRESS	CITY	COUNTY	STATE	ZIP
PRINCIPAL	TITLE	SOC SEC NO.	PHONE NO.	
HOME ADDRESS	CITY	COUNTY	STATE	ZIP
PRINCIPAL	TITLE	SOC SEC NO.	PHONE NO.	
HOME ADDRESS	CITY	COUNTY	STATE	ZIP

IS BUSINESS ? PROPRIETORSHIP PARTNERSHIP CORP. LLC FEI# _____

DESCRIPTION OF BUSINESS: _____

DATE BUSINESS STARTED: ____ / ____ / ____ DO YOU USE PURCHASE ORDERS ? YES NO

IS FINANCIAL STATEMENT AVAILABLE? MONTHLY QUARTERLY ANNUALLY

IF OPERATING UNDER CURRENT NAME LESS THAN 3 YEARS, PREVIOUS NAME : _____

ARE YOU EXEMPT FROM SALES AND USE TAX ? NO YES (If YES, provide copy of exemption certificate)

ACCOUNTS PAYABLE CONTACT : _____

ACCOUNTS PAYABLE: PHONE NO.: _____ EMAIL: _____

TRADE REFERENCES					
SUPPLIER	PHONE	FAX	EMAIL	SUPPLIER	PHONE
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
AMOUNT PRESENTLY OWED:			AMOUNT PRESENTLY OWED:		
SUPPLIER	PHONE	FAX	EMAIL	SUPPLIER	PHONE
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
AMOUNT PRESENTLY OWED:			AMOUNT PRESENTLY OWED:		

BANK RERERENCE		
BANK NAME & ADDRESS	CONTACT NAME	PHONE NO. & EMAIL
LINE OF CREDIT: <input type="checkbox"/> YES <input type="checkbox"/> NO	CHECKING: <input type="checkbox"/> YES <input type="checkbox"/> NO	LOAN: <input type="checkbox"/> YES <input type="checkbox"/> NO
ACCT #: _____	ACCOUNT #: _____	ACCOUNT #: _____

The undersigned, for the purpose of inducing HESCO to extend credit to Applicant, represents and warrants, both individually and on Applicant's behalf, that all of the above information is true. Applicant agrees that all purchases shall be subject to HESCO's standard General Terms and Conditions in effect at the time of sale unless otherwise specifically agreed in a writing signed by an authorized representative of HESCO. Applicant further agrees to pay for all purchases according to terms stated in HESCO's invoices, and for failure to do so will pay interest on any unpaid balance at the greater of the simple interest rate of 1½% per month (18% per annum) or the maximum rate allowed by law, as well as all costs and expenses of collection, including court costs and attorney's fees equal to fifteen percent (15%) of all unpaid principal and interest. HESCO's invoices and monthly statements shall be deemed accurate in all respects unless Applicant gives HESCO written notice of any dispute within ten (10) days of receipt of the invoice or statement. As security for the full payment and performance when due of all now existing and hereafter arising obligations of Applicant to HESCO, Applicant hereby grants to HESCO, its successors and assigns, a security interest in and security title to any and all inventory, equipment and other goods heretofore or hereafter purchased from or through HESCO, all now or hereafter existing accounts arising from Applicant's sale or other

disposition of any goods and services purchased from or through HESCO, all books and records relating to any of the foregoing and all proceeds of any of the foregoing. Applicant authorizes HESCO to file any financing statements or other instruments, and any amendments thereto, and to send any notices, that HESCO deems necessary to perfect its security interest, and hereby grants HESCO and its designees power of attorney to execute in Applicant's name any such financing statements and other documents, and any checks or other instruments that come into HESCO's possession as proceeds of collateral, such power being coupled with an interest is irrevocable while Applicant's account is active or any indebtedness to HESCO remains unpaid. In the event of any conflict between any purchase order of Applicant and this Credit Application, any invoice of HESCO or the standard General Terms and Conditions of HESCO applicable at the time of purchase, the terms hereof, of HESCO's invoice and of HESCO's then applicable standard General Terms and Conditions shall control. HESCO shall have the right from time to time in its sole discretion to increase or decrease the amount of any line of credit established and to require that financial statements of Applicant and/or any guarantor be delivered from time to time upon HESCO's request.

By signing below, Applicant and each undersigned guarantor authorize the release of all information needed to check credit history and banking information and consent to HESCO and its designees obtaining business and consumer credit reports on them in order to further evaluate their credit worthiness as a principal, proprietor or guarantor in connection with the extension of business credit contemplated hereby. Applicant and guarantor(s) further authorize HESCO and its designees to obtain additional business and consumer credit reports from time to time in connection with the extension or continuation of such credit. Applicant and guarantor(s) hereby knowingly consent to the use of such report in any manner consistent with the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, and agree(s) to hold HESCO and its officers, directors, employees, stockholders, agents and attorneys harmless from any and all losses and damages related to information herein solicited or disseminated by you.

This Credit Application and the below Guaranty are not effective until accepted by HESCO in Georgia and both this Credit Application and the below Guaranty will be construed, interpreted and enforced in accordance with the laws of the State of Georgia, without reference to its conflicts of law principles. **IN THE EVENT AN ACTION IS BROUGHT TO ENFORCE ANY PROVISION OF THIS CREDIT APPLICATION OR THE BELOW GUARANTY, APPLICANT AND THE UNDERSIGNED GUARANTOR(S) CONSENT TO PERSONAL JURISDICTION AND VENUE IN ANY STATE OR FEDERAL COURT SERVING GWINNETT COUNTY, GEORGIA AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY OBJECTION BASED ON PERSONAL JURISDICTION, VENUE OR FORM NON-CONVENIENS.** By signing below, Applicant is accepting HESCO's standard General Terms and Conditions of sales in effect from time to time at the time of each purchase. Applicant can obtain the most current version of HESCO's standard General Terms and Conditions of sale at www.hesco-supply.com or from HESCO's corporate office.

Date: _____ Applicant (Company) Name: _____

Signature: _____

Witness: _____ Name of Person Signing (Please Print): _____

Title: _____

GUARANTY:

For value received, and in order to induce HESCO to extend credit or other financial accommodations to the above-named Applicant from time to time in its sole discretion, the undersigned, jointly and severally, certify(ies) that all of the information above is true, and absolutely and unconditionally guarantee(s) to HESCO, its successors and assigns, the full and prompt payment and performance when due of all debts and other obligations of Applicant arising from the purchase of goods or services from or through HESCO, and all other obligations of Applicant to HESCO of every kind and nature whatsoever, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due (the "Obligations"), as such Obligations are evidenced by HESCO's records. The undersigned waive(s) notice of acceptance hereof, notice of creation of any of the Obligations, notice of non-payment or default by Applicant, presentment, demand, notice of dishonor, protest and any other notices whatsoever. Without limiting the generality of the foregoing, the undersigned waive(s) notice of and consent(s) to any increase or modification of any of the Obligations, any waiver, extension, renewal or indulgence for any period or periods, whether or not longer than the original period, any settlement, compromise, surrender, substitution or release of Applicant or any other person directly or indirectly liable for any of the Obligations or any collateral or security given by Applicant or any other person, and agree(s) that no action or failure or delay to act, nor any failure to exercise diligence in collection, shall release the undersigned from any of the indebtedness then accrued or thereafter to accrue. Time is of the essence hereof. The undersigned waive(s) the right to require HESCO to take action against Applicant as provided in O.C.G.A. § 10-7-24 or by any similar law. The undersigned also consent(s) and agree(s) to all of the terms and provisions set forth in the foregoing Credit Application and further agree(s) to pay all your costs and expenses of collecting and enforcing this Guaranty, including court costs and attorney's fees equal to fifteen percent (15%) of all unpaid principal and interest. **THIS IS A PERSONAL GUARANTY NOTWITHSTANDING ANY CORPORATE TITLE OR OFFICE INDICATED BELOW.**

Witness: _____ Signature: _____

Print Name: _____

Address: _____

Witness: _____ Signature: _____

Print Name: _____

Address: _____

GENERAL TERMS AND CONDITIONS

1. General

1.1 HICKS ELECTRIC & UTILITY SUPPLY CO. is herein referred to as "HESCO," and any person purchasing or offering to purchase goods from HESCO is herein referred to as "Buyer," and the goods and services sold by or through HESCO are herein referred to as "Products."

1.2 All shipments, services, sales and quotations between HESCO and Buyer with respect to Products are subject to these general terms and conditions of business. Dissenting or additional terms or conditions of business that may be proposed from time to time by Buyer, as well as agreements, supplements and verbal understandings, are not binding upon HESCO unless confirmed by HESCO in a writing executed by HESCO's authorized representative. No employee of HESCO has the authority to modify these General Terms and Conditions verbally. HESCO objects to and rejects any terms between Buyer and any other party and no such terms, including any government regulations or "flow-down" terms, will be a part of or incorporated into any order from Buyer to HESCO unless agreed to in writing by an authorized representative of HESCO.

1.3 HESCO reserves the right to modify these General Terms and Conditions in writing from time to time in its sole discretion without notice to Buyer, provided, however, that any such modified terms and conditions will be effective only as to subsequent purchases of Products. Buyer may obtain the most current version of HESCO's terms and conditions of business from HESCO's corporate office or at www.hesco-supply.com.

2. Prices and Payment

2.1 Buyer will pay the entire purchase price by the due date shown in HESCO's invoice or upon such other terms approved by HESCO in writing. Payment will be considered past due if not received by the later of such due date or thirty (30) days after the date of HESCO's invoice. The only binding prices are those contained in HESCO's order confirmation.

2.2 Unless otherwise stated in HESCO's order confirmation or invoice or agreed by HESCO in writing, all prices are F.O.B. HESCO's warehouse in Doraville, Georgia. HESCO's prices include HESCO's standard packaging only. Buyer will reimburse HESCO for any special packaging that HESCO agrees to provide due to Buyer's transportation request.

2.3 Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price based on the rates imposed by the applicable taxing authority. Buyer agrees to reimburse HESCO for all such tax or provide HESCO with acceptable tax exemption certificates.

2.4 Unless otherwise agreed by HESCO in writing, retainage shall not apply and Buyer shall not hold back any retainage from HESCO even if retainage is part of any contract between Buyer and any other person. Payment is not contingent upon Buyer's collection of funds from any other person.

2.5 HESCO may apply payments to any outstanding invoices unless Buyer provides specific payment direction.

2.6 If Buyer fails to make any payment when due or HESCO believes that Buyer is insolvent, HESCO will have the right to suspend performance without notice. Buyer agrees to pay a charge on all amounts that are past due calculated at the greater of the simple interest rate of one and one-half percent (1½%) per month (18% per annum) or the maximum rate allowed by law. Buyer will reimburse HESCO for all costs incurred by HESCO in connection with exercising HESCO's rights and remedies and collecting from Buyer, including all court costs and attorneys' fees equal to fifteen percent (15%) of all unpaid principal and interest.

2.7 HESCO may determine from time to time in its sole discretion that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. HESCO shall be entitled to require payment by certified bank check. Time shall be of the essence with respect to all of Buyer's payment obligations.

2.8 COMMUNICATIONS CONCERNING DISPUTED DEBTS AS WELL AS CHECKS BEARING A "PAYMENT IN FULL" OR SIMILAR LEGEND MUST BE SENT TO SELLER AT 6915 NORTHEAST EXPRESSWAY, DORAVILLE, GEORGIA 30340, CONSPICUOUSLY MARKED TO THE "ATTENTION: CREDIT MANAGER." No debt will be discharged by, and HESCO will not be liable to honor, checks marked "Payment in Full" or with a similar legend if they are not sent in accordance herewith.

3. Returned Products

3.1 All Products to be returned must be accompanied by documentation providing HESCO with the invoice number and date, product identification number, quantity of items to be returned and reason for return. **Stock Items:** HESCO will issue credit for Products returned (i) within 60 days after invoice date, (ii) that are of reasonable quantity to justify return, and (iii) in re-saleable condition as determined by a representative of HESCO. **Non-Stock Items:** Returns are subject to returned goods policies and procedures of HESCO's suppliers, provided, however, that HESCO will give credit for any return necessitated by a material defect existing at the time the risk of loss passed to Buyer. Returned goods will only be accepted by HESCO's trucks if the return has been previously authorized by a Return Merchandise Authorization issued by HESCO.

3.2 Buyer will pay HESCO's customary restocking fee for all Products that HESCO accepts for return.

4. Quotations; Order Acceptance

4.1 Quotations provided by HESCO will be valid for thirty (30) days. Buyer's statements of acceptance and all orders become valid only upon HESCO's confirmation and acceptance.

4.2 Buyer's submission of a purchase order to HESCO shall constitute a representation by Buyer that it is solvent at that time. Acceptance of any order is subject to credit approval by HESCO and acceptance of the order by HESCO and, when applicable, HESCO's manufacturers and other vendors that provide Products to HESCO for resale to Buyer.

4.3 Once HESCO accepts an order from Buyer, that order may not be cancelled by Buyer unless agreed by HESCO, in which event Buyer will pay HESCO's reasonable charges based upon expenses incurred and commitments made by HESCO in connection with the order.

4.4 Any drawings, specifications, blueprints and other material furnished by HESCO to Buyer are approximate only and shall not be binding on HESCO.

5. Delivery and Risk of Loss

5.1 All title and risk of loss and damages shall pass to Buyer upon delivery to Buyer or a common carrier at the F.O.B. point. Buyer shall be responsible for all insurance and transportation charges from the F.O.B. point. As to Products delivered by HESCO's truck, title and risk of loss passes upon delivery at the place Buyer receives possession. All other sales are F.O.B. point of shipment. Claims for Products damaged in transit are Buyer's sole responsibility when not delivered by HESCO's truck.

5.2 HESCO will endeavor to meet requested delivery dates, but such dates are estimates only and are not binding unless an express written agreement to the contrary is made. Delays in delivery do not entitle Buyer to cancel any order, refuse goods or claim damages.

5.3 Even if binding dates of delivery are agreed, HESCO and its vendors will not be responsible for delays in delivery and services caused by force majeure or similar circumstances that make delivery or service difficult or impossible for HESCO or its vendors. Such circumstances include, without limitation, fires; floods; accidents; riots; acts of God; war; governmental interference; embargoes; strikes; labor difficulties; shortage of labor, fuel, power, materials or supplies; transportation delays; and any

other cause or causes, whether or not similar in nature to any of those specified herein, which affect either HESCO or HESCO's suppliers or their subcontractors. Such circumstances entitle HESCO to postpone the delivery or service by the period of their duration, plus a reasonable starting time, or to cancel the order in part or in full with regard to the elements not yet fulfilled.

5.4 HESCO is entitled to execute partial shipment or service at any time. If the delivery of Products is delayed for reasons beyond HESCO's control, HESCO is entitled without prejudice to any other available remedies to immediate invoicing and to store such Products at Buyer's risk and expense.

5.5 All Products shall be installed by and at the expense of Buyer unless HESCO otherwise agrees in writing. Buyer accepts responsibility for all loss occurring during installation.

6. Claims and Warranty

6.1 HESCO transfers to Buyer all transferrable warranties made to HESCO by the manufacturers or suppliers of Products. **HESCO GIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND IT IS EXPRESSLY UNDERSTOOD THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED WITH RESPECT TO ANY AND ALL PRODUCTS PURCHASED FROM OR THROUGH HESCO.** HESCO does not guaranty that Products will conform to any plans, specifications or intended use and makes no representation as to Products' compliance with state, local or federal codes, ordinances, statutes, etc. Buyer bears sole and full obligation to ascertain and comply with all codes, ordinances, statutes, etc. and, when plans and specifications are involved, Buyer is solely responsible to verify HESCO's interpretation of such plans and specifications and to assure that Products purchased from or through HESCO will be accepted for any specific project. If HESCO offers substitute Products on any proposal, Buyer is solely responsible to confirm their acceptability. No repair of Products or other costs are assumed by HESCO unless agreed in advance in writing. The general warranty policy contained in these General Terms and Conditions supersedes any other warranties contained in any plans and specifications upon which a quotation or proposal from HESCO might be based and cannot be expanded without the prior written consent of HESCO.

6.2 Upon delivery of Products to Buyer, Buyer will inspect Products and will immediately (not more than one business day after Buyer receives possession) notify HESCO in writing as to any and all claims that Products delivered are incomplete, do not conform to the sales agreement or are otherwise defective. Claims based on defects that are not determinable immediately must be made in writing to HESCO within the earlier of (1) thirty days after Products have been delivered to the F.O.B. point or such other time period as may have been agreed in writing, or (2) five business days after the discovery thereof. Claims not properly made in accordance with these procedures are deemed absolutely and unconditionally waived by Buyer. All claims that Products are defective are canceled and waived if Buyer takes objected goods into use.

6.3 Buyer's exclusive remedy for breach of any warranty shall be limited to correction of the defect, substitution of conforming goods or services, or cancellation of the order and refund of Buyer's payment, if any, to HESCO, in each case as determined unilaterally by HESCO. HESCO is not liable for any damage caused by incorrect statements made by Buyer or care, storage or use contrary to HESCO's instructions. In no case whatsoever, including justified warranty claims, is Buyer entitled to retain payments due, except upon the written consent of HESCO with respect to undisputed claims.

6.4 HESCO will not be liable for any damage to or defects in Products caused while Products are in the hands of a third party.

6.5 Buyer will indemnify and hold HESCO harmless from any claims arising out of any activities of Buyer with respect to Products, including, but not limited to, any claim by Buyer, Buyer's employees or any third party for personal injury or property damage incurred as a result of or in connection with the installation or use of Products.

6.6 **IN NO EVENT WILL HESCO OR HESCO'S EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, CONTINGENT OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, USE OR TIME OR INJURY TO PERSON OR PROPERTY, WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, PRODUCT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE OR ANY OTHER LEGAL THEORY. IN ALL EVENTS, THE LIABILITY OF HESCO, WHETHER BASED IN TORT, BREACH OF CONTRACT OR WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.**

6.7 Buyer acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies available to Buyer at law or in equity.

6.8 HESCO has all rights pursuant to the Uniform Commercial Code, including, but not limited to, the right of stoppage in transit.

7. Miscellaneous

7.1 These General Terms and Conditions, any credit application completed by Buyer and accepted by HESCO, and any invoices of HESCO constitute the entire agreement between Buyer and HESCO. Should any single provision or subparagraph hereof be deemed invalid, the balance hereof will remain binding and enforceable.

7.2 All sales of Products, as well as these General Terms and Conditions, will be governed by the law of the State of Georgia.

7.3 No waiver of any terms hereof shall bind HESCO unless in writing and no delay or failure on the part of HESCO in exercising any rights or remedies shall constitute a waiver of such right, and no partial or single exercise of any right hereunder shall constitute a waiver of any other right hereunder.

7.4 Buyer may not assign this contract without the prior written consent of HESCO and no consent by HESCO to such assignment shall be construed or interpreted as releasing Buyer from any payment or other obligations hereunder. HESCO may assign all or any of its right, title and interest in, to and under any contract with Buyer or any account created upon Buyer's purchase of Products, including all collection remedies, and Buyer hereby consents to any such assignment.