



"HZ" Branch Location

PURCHASE AND CREDIT AGREEMENT

Please Answer All Questions

LOCATIONS: SPRINGFIELD NORTH HAMPTON PITTSFIELD

ACCOUNT #:

274 Taylor St. • Springfield, MA 01105-1199 • www.hzelectric.com
TEL (413) 734-6407 • TOLL FREE 800-649-6407 • FAX (413) 781-3512

Account (Company) Name: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street City State Zip Tel: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

Street Address if Billing is a P.O. Box: \_\_\_\_\_ Street City State Zip E-Mail: \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

Date Established \_\_\_\_/\_\_\_\_/\_\_\_\_ [ ] LLC [ ] Sole Proprietor [ ] Partnership [ ] Corporation Federal ID# \_\_\_\_\_

If in business less than 2 years, please list previous employer/affiliations and length of time (5 years necessary): \_\_\_\_\_

Business Premises: Rented \_\_\_\_\_ Owned \_\_\_\_\_ In Whose Name \_\_\_\_\_ Electrical License # \_\_\_\_\_

List all members of LLC's, all partners of partnerships or officers of corporations below

Table with 6 columns: Name of Officer/Partner/Member, Title, Home Address, City, State & Zip, Home Phone, Social Security #. Rows 1, 2, 3.

Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Tel. #: (\_\_\_\_) \_\_\_\_\_

Bank Address: \_\_\_\_\_ Street City State Zip Bank Contact Name: \_\_\_\_\_

Credit References - Firms with whom you have done business with for at least one year.

Table with 4 columns: Company Name & Account Number, Address, Tel., FAX. Rows 1, 2, 3, 4.

So that we may accurately set up our records, please complete the following:

1. Shipping Address (if different than billing address) and any special instructions: \_\_\_\_\_

2. Invoice Delivery: [ ] EMAIL [ ] FAX [ ] US Mail Do you want prices to appear on your packing slips? [ ] YES [ ] NO

3. Estimate "DOLLAR" amount of "MONTHLY" purchases from Hampden Zimmerman Electric Supply Co. \$ \_\_\_\_\_. Hampden Zimmerman Electric Supply Co. shall not be limited in its extension of credit to the estimated dollars amount as stated herein, should it decide hereafter to extend credit in excess of said estimated dollar amount of monthly purchases, or should it decide to extend credit in excess of any initial credit limit.

4. Who is your Hampden Zimmerman Electric Supply Co. Salesperson \_\_\_\_\_

5. Is your account taxable? [ ] YES [ ] NO If NO, please attach the appropriate exemption certificate. \_\_\_\_\_

6. Names of additional personnel you wish to receive information on new products, our newsletter, and special promotions that we offer: (include address if different from billing address listed above)

Table with 2 columns: Name, Title. Rows for personnel information.

UC \_\_\_\_\_ CL \_\_\_\_\_ MIA \_\_\_\_\_ PSN \_\_\_\_\_ COLL # \_\_\_\_\_

PLEASE SIGN THE REVERSE SIDE WHERE INDICATED, BY "X"

HAMPDEN ZIMMERMAN ELECTRIC SUPPLY CO. - TERMS AND CONDITIONS OF SALE

1. Hampden Zimmerman Electric Supply Co. with a principal place of business located at 274 Taylor St., Springfield, MA 01105 (hereinafter "HZ") and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies (hereinafter collectively referred to as "Seller"), offers no guarantees or warranties of any kind whatsoever, including any warranties of merchantability or of fitness for a particular purpose, either expressed or implied, on merchandise sold by it, and the undersigned, hereinafter referred to as Buyer, herein assumes all risks and liability for the results obtained in the use of any merchandise sold by Seller and Buyer agrees that Seller shall not be liable for any consequential damages that may result from defective or unfit merchandise. The only warranties on the merchandise sold by Seller are the warranties made by the manufacturer.

2. Price quotations shall not contain sales tax, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Any quotations including sales tax are subject to adjustment in the event that the State tax rate shall be changed. Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall be added when applicable. Oral representations may not be relied upon. Seller hereby rejects Buyer's terms and conditions including, without limitation, on any purchase orders.

3. All sales shall be final and no merchandise may be returned unless consented to by Seller and unless Buyer provides Seller's invoice number. Buyer agrees not to back-charge Seller or take a credit against any amount owed Seller for any reason without first obtaining the written authorization of the Seller.

4. To allow Seller the option of notifying the manufacturer of any defective merchandise and repairing or replacing any defective merchandise, Buyer agrees not to repair or replace any merchandise purchased from Seller or backcharge Seller or take a credit against any amount owed Seller for same without written authorization from Seller. Seller agrees to act within a reasonable time of receiving notice. None of the provisions of this paragraph shall in any way modify or invalidate, either in part or in whole, any of the provisions of paragraph 1.

5. Seller will use its best efforts but does not guarantee delivery dates and all delivery dates given are estimates.

(CONTINUATION OF TERMS & CONDITIONS OF SALE)

- 6. Any cash discount allowed and the terms of same will be printed on Seller's invoice and Buyer agrees not to take any such discount unless Buyer has complied with said terms and not to deduct any greater amount than allowed. Cash discounts shall not be taken unless payment is made by the tenth day of the month following the month of purchase.
7. Buyer agrees to pay all invoices for merchandise sold to it by Seller according to the terms hereof. Payment in full must be made no later than the last day of the month following the month of the purchase and failure of Buyer to make timely payments shall constitute a default.
8. Upon the occurrence of an event of default; (i) All invoices outstanding together with accrued interest thereon and any other sums due under this Credit Agreement, shall, at the option of the Seller, become immediately due and payable; (ii) Seller may cancel or reject any purchase order or scheduled delivery of materials of the Buyer, at the sole discretion of Seller, at anytime prior to delivery without any liability to the Seller; (iii) Buyer expressly waives presentment or demand for payment, notice of non-payment, protest, or any other notice or demand of any kind concerning the Buyer's account; (iv) Buyer agrees to pay all costs of collection, including all attorney's fees, together with any service charge on any unpaid balance, including after any judgment of a court of law, at the rate of 1 1/2% per month (18% per annum), or the maximum allowed by law; (v) Failure of the Seller to exercise any of the options set forth in this paragraph shall not constitute a waiver of the right to exercise the same rights in the event of any subsequent default.
9. If in Seller's sole judgment Buyer's credit shall become impaired at any time, Seller shall forthwith have the right to cancel or discontinue production and/or decline to make shipments hereunder except for full payment in cash in advance until such time as said credit has been reestablished to seller's satisfaction. Buyer agrees that it shall be responsible for all manufacturers' cancellation charges.
10. All shipments of merchandise are F.O.B. point of origin and any damage in transit to merchandise is the responsibility of the carrier and it is the Buyer's responsibility to file a damage claim with the carrier. Buyer agrees that under no circumstances shall it withhold payments from Seller because of damage in transit.
11. The Buyer/ and Guarantor(s) authorizes any person, business, company, bank, consumer or commercial reporting agency, to compile and furnish Seller with credit information on the Buyer, its officers, principals or guarantors at any time without notice.
12. The Buyer hereby represents that all of the information on the reverse side hereof is true and that said representations are made for the purpose of obtaining credit from Seller, and in return for the extension of credit, the Buyer hereby agrees to all of the foregoing terms and conditions, and to any amendments of these terms and conditions upon 30 days written notice by the United States mail.
13. The Buyer desires credit from Seller in a commercial transaction and acknowledges this to be a commercial transaction and not for personal, family or household goods.
14. Buyer grants to Seller a purchase money security interest under the Uniform Commercial Code in all Goods purchased from Seller, until the Goods are paid in full. If Buyer fails to pay for the Goods as agreed, Seller may repossess any Goods in which it retains a security interest and Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer authorizes Seller to file financing statements covering the Goods. Further, to secure the representations and covenants made by Buyer in this agreement Buyer hereby grants the Seller a continuing security interest in all personal property and fixtures in which Buyer has an interest, now or hereafter existing or acquired, and wheresoever located, tangible or intangible, including but not limited to, inventory, furniture, vehicles, receivables, accounts, notes, cash or cash equivalents, and all promises or duty to pay money, now or hereafter owned or acquired by Buyer. Further to this purpose, Buyer hereby grants Seller and its agents Power of Attorney to sign it's name on any applicable financing statements (UCC1 and otherwise) in order to effectuate filing(s) on the aforementioned assets of Buyer. Upon any default by Buyer, as set forth in paragraph 8, Seller may enforce said security agreement in accordance with the provisions of the Uniform Commercial Code.

15. This Credit Agreement and any claims arising under it shall be governed by the laws, both substantive and procedural, of the Commonwealth of Massachusetts and exclusive venue shall be in Worcester County, Massachusetts, unless stipulated otherwise by Seller (at its sole discretion).

16. BUYER ACKNOWLEDGES THAT SAID TRANSACTION IS A COMMERCIAL TRANSACTION AND WAIVES BUYER'S RIGHTS TO NOTICE AND HEARING ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH SELLER MAY DESIRE TO USE, AND FURTHER WAIVES ALL REQUIREMENTS OF DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS CREDIT AGREEMENT. THE BUYER ACKNOWLEDGES THAT BUYER MAKES THESE WAIVERS KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER.

Buyer: \_\_\_\_\_
X By: \_\_\_\_\_ Date: \_\_\_\_\_
Title: \_\_\_\_\_
(Duly Authorized)

CONTINUING GUARANTY

I, the undersigned, do hereby agree that in consideration of Hampden Zimmerman Electric Supply Co. ("HZ") and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies making delivery of any and all goods, materials, merchandise and/or equipment which may be ordered and/or delivered to the above Buyer, do hereby guaranty personally, irrespective of any representative title annexed to my signature, and agree to assume liability for the payment of all bills rendered or to be rendered which are not paid promptly by the Buyer, its subsidiaries, successors, assigns, affiliates, officers and/or directors, when due and subject to all of the terms and conditions of this credit agreement and I agree to pay all costs of collection, including a reasonable attorney's fee, together with interest on any unpaid balance at the rate of 1 1/2% per month (18% per annum), or the maximum allowed by law. I do expressly waive notice of sale and delivery of any goods, materials, merchandise and/or equipment to the said purchase, notice of nonpayment thereof, notice of extension of time for the payment of any and all goods, wares, merchandise and/or equipment and notice of presentment and protest of any notes or other evidences of indebtedness received by "HZ" and/or indebtedness of the purchasing corporation, company, or business without in any way changing, releasing or discharging me from my obligations hereunder. This guaranty shall remain in full force and effect until a revocation by registered mail is sent to, received and agreed to in writing by "HZ" This guarantee shall be binding upon the undersigned and the undersigned's(s) heirs, administrators, executors, and successors and assigns.

GUARANTOR(S) ACKNOWLEDGE(S) THAT SAID TRANSACTION IS A COMMERCIAL TRANSACTION AND WAIVES GUARANTOR(S)'S RIGHTS TO NOTICE AND HEARING ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH E. W. MAY DESIRE TO USE, AND FURTHER WAIVES ALL REQUIREMENTS OF DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS UNDER THE CREDIT AGREEMENT.

Guarantor - full signature required, no title X \_\_\_\_\_ Social Security No.: \_\_\_\_\_
Print Name: \_\_\_\_\_
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
Guarantor - full signature required, no title X \_\_\_\_\_ Social Security No.: \_\_\_\_\_
Print Name: \_\_\_\_\_
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_