



CorporateFinance@cesco.com



Powered by Crescent™

Credit@stoneway.com



Powered by Crescent™

Credit@womackelectric.com

- BA Supply
- Crescent Electric Supply Co.
- Interstate Electric Supply
- Mesco Electrical Supply
- National Electric Supply Co.
- Stoneway Electric Supply Co.
- Womack Electric Supply Co.

CRESCENT ELECTRIC SUPPLY COMPANY AND SUBSIDIARIES (COMPANY) APPLICATION FOR ACCOUNT PRIVILEGE

Acc #: _____ AM: _____

Business Type: Proprietorship Partnership Corporation LLC Other: _____

Customer Name: _____ Credit Limit Requested: _____ If greater than \$5000, or in business less than 2 years, provide recent financial statement. Monthly Sales Volume \$: _____

Mailing Address: _____ Ship-To Address: _____ A/P Contact: _____

Mailing City, ST, Zip: _____ Ship-To City, ST, Zip: _____ A/P Phone Number: _____

Phone: _____ Referred by: _____ A/P Email: _____

Federal ID #: _____ Contractor License #: _____ Business Started: (Mo/Yr) _____ State Incorporated: _____ # of Employees: (include officers) _____

Send Invoices by Email to: _____ Send Statements by Email to: _____ Sales Tax Exempt? Yes No
If yes, please attach a copy of tax certificate

Bonding Company: _____ Bond #: _____ Website: _____

Do you pledge or borrow on Accounts Receivable? Yes No Do you use purchase order numbers? Yes No Do you require written purchase orders to be sent? Yes No

EDI Required? Yes No Do you want your pricing on your delivery receipts? Yes No PO Acknowledgments: Yes No

Customer is a certified MWDDBE (Minority, Women, and Disadvantaged Business Enterprise) If there is a change in minority status, applicant agrees to notify company within 30 days of status change. Yes No

Has the Applicant and/or any of the Proprietor(s), Partner(s), Officer(s), and/or Guarantor(s) ever:

Had an account with us before? Yes No If yes, specify _____

Done business under another name? Yes No If yes, specify _____

Been a debtor in a bankruptcy proceeding? Yes No If yes, specify _____

Had liens or judgments entered against them? Yes No If yes, specify _____

Had or currently involved in any legal actions, arbitrations or owe past due taxes? Yes No If yes, specify _____

Personal Information on Proprietor(s), Partner(s), Officer(s), and/or Guarantor(s)

Name: _____ Title: _____ Social Security # _____

Home Address, City, ST, Zip: _____ Home Phone # _____

Name: _____ Title: _____ Social Security # _____

Home Address, City, ST, Zip: _____ Home Phone # _____

Name: _____ Title: _____ Social Security # _____

Home Address, City, ST, Zip: _____ Home Phone # _____

Trade/Credit References (Please include other electrical suppliers, if applicable)

Name: _____ Phone # _____

Address, City, ST, Zip: _____ Email Address: _____

Name: _____ Phone # _____

Address, City, ST, Zip: _____ Email Address: _____

Name: _____ Phone # _____

Address, City, ST, Zip: _____ Email Address: _____

Bank References

Name: _____ Bank Contact: _____ Account # _____

Address: _____ Phone: _____ Email Address: _____



CRESCENT ELECTRIC SUPPLY COMPANY AND SUBSIDIARIES TERMS AND CONDITIONS OF SALE

- 1. CRESCENT AND ITS AGENTS:** For all sales, “Seller” or “Crescent” shall mean Crescent Electric Supply Company and its subsidiaries, including but not limited to Womack Electric & Supply Company, Inc. and Stoneway Electric Supply Company (hereinafter collectively referred to as “Seller” or “Crescent”). Any change to these terms and conditions or document claiming to bind Crescent to any affirmation, waiver, representation or warranty inconsistent with these terms and conditions must be expressly agreed to in writing or otherwise approved by a duly authorized corporate resolution. Wherever Seller’s signature or approval is required, it must be by an Officer of Crescent.
- 2. GENERAL AGREEMENT:** All sales are expressly conditioned on these terms and conditions, and acceptance of or payment for any goods constitutes Buyer’s agreement to Crescent’s terms and conditions of sale. Unless expressly agreed to in writing by an authorized Officer of Crescent, no additional or different terms shall apply. No course of prior dealings between the parties or any usage of trade will be relevant or admissible to supplement, explain, or vary any of these terms and conditions. Any acceptance by Buyer with additional or different terms is deemed rejected by Crescent and notice is hereby given that Crescent objects to any different or additional terms. All existing personal guarantees will remain in full force and effect to secure these terms and conditions unless a new personal guaranty is signed. The amount of credit Crescent extends is subject to change at any time without notice. If any provision of this agreement is found to be unenforceable or invalid in its entirety, such provision will be severed from these terms and conditions and will not affect the enforceability or validity of the remaining terms and conditions. CRESCENT’S ACCEPTANCE OF BUYER’S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER’S AGREEMENT TO THESE TERMS AND CONDITIONS AND THAT SUCH TERMS AND CONDITIONS CONSTITUTE THE SOLE TERMS AND CONDITIONS OF ALL SALES. All typographical or clerical errors made by Crescent in any quotation, acknowledgment or publication are subject to correction. These terms and conditions are subject to revision. Such revisions will be deemed accepted for new sales unless objected to within 5 days of the change. Unless a term or condition is specifically changed, all existing terms and conditions, including Personal Guarantees, will remain in full force and effect.
- 3. WARRANTIES:** Crescent agrees to assign and pass-through to Buyer any warranties expressly provided by the manufacturer of the product purchased, if any, which is Buyer’s exclusive right of warranty. Buyer’s remedies are subject to any limitations contained in manufacturers’ terms and conditions to Seller. If the manufacturer does not provide a warranty, then the goods are sold “as is.” THE WARRANTY EXPRESSED IN THIS PARAGRAPH, AND THE OBLIGATIONS AND LIABILITIES OF SELLER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES WHETHER OR NOT OCCASIONED BY CRESCENT’S NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY CRESCENT AND BUYER. Crescent is a distributor, not a manufacturer and makes no warranties or representations, express or implied, as to workmanship, performance, quality, durability or fitness for a particular purpose, suitability or merchantability for any of the goods sold. This disclaimer is for all liability including liability in contract, in tort or otherwise and precludes claims for incidental, consequential, special damages, or any loss or damage, whether to property or injury to persons, whether foreseeable or not foreseeable, resulting, directly or indirectly, from the use or loss of use of any goods sold. The parties affirmatively state that the goods sold hereunder are not intended for use in or in connection with a nuclear facility, any safety application (unless the goods are specifically designed and marketed as a safety product), or in a healthcare application where the goods have potential for patient contact. Crescent makes no representation whatsoever whether any goods comply with the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), or any other federal, state, or local statute, law, ordinance, or ruling.
- 4. SPECIFICATIONS:** It is Buyer’s sole responsibility to determine whether materials sold by Crescent to Buyer comply with any drawings, plans or specifications. Crescent makes no representation or warranty with respect to any drawings, plans or specifications and expressly disclaims the same.
- 5. LIABILITY:** Crescent is not liable for special, indirect, incidental or consequential damages of any kind from the use or loss of use of any goods or due to, arising out of or connected with the sale of materials or the

provision of services by Crescent to Buyer, including but not limited to back charges, labor costs, costs of removal or replacement, lost profits, delays, or any claims from Buyer's customers or third parties. In addition to a manufacturer's warranty, if any, as stated in the Warranties section of these terms and conditions, Buyer's exclusive remedy for any claim against Crescent is for Crescent, at its option, to repair or replace the goods, or for Crescent to request return of the goods and tender to Buyer the purchase price paid upon redelivery. The remedies of Buyer as set forth herein are exclusive, and Crescent's liability will not exceed the purchase price of the goods sold with respect to any contract of sale or anything related to such sale, whether Buyer's claim is in contract, tort, negligence, strict liability, breach of contract, indemnity or under any other legal theory, warranty or otherwise. No action for breach of any term of sale or any other duty of Crescent with respect to goods or services may be commenced more than one year after any cause of action accrues. No labor expense or other charges will be accepted by Crescent as a result of the use or modification of any of the goods sold hereunder, unless approved in writing by a duly authorized representative of Crescent in advance.

6. **DELIVERY & PRICING:** Shipping dates given in advance of actual shipment are estimates only and Crescent does not guarantee shipment dates. Unless otherwise indicated in the applicable quotations or statement of work, prices for goods/services are those in effect at time of shipment. Crescent is not liable for failure to perform or delay in performance resulting from fire or other casualty loss, war, riot, act of terrorism or revolutions, pandemic, labor difficulties, embargo, transportation problems, accidents, breakdown of machinery, interruptions or delays in the usual source of supply, governmental action or regulation, or any other cause, contingency or circumstance, within or without the United States, not subject to Crescent's control which shall make the fulfillment of the agreement impracticable; any of which shall, without liability, excuse Crescent from the performance of the agreement. All shipments are FOB shipping point, with a full reservation of all bond and lien rights. Buyer has sole responsibility for filing claims with the manufacturer or carrier.
7. **ACCEPTANCE OF GOODS:** Buyer will examine all goods delivered immediately upon receipt. Buyer's failure to give written notice of any claim within 10 days of receipt shall constitute Buyer's unqualified acceptance of the goods and a waiver of all claims including any right to revoke acceptance. Upon acceptance, Buyer assumes all risks and liability related to the use of any goods delivered or by the use of such goods in combination with other goods or materials. In no event is customer permitted to set-off payment for any rejected or revoked acceptance goods against payment due on goods accepted.
8. **PAYMENT:** Unless there is an express written agreement between Crescent and Buyer specifying different payment terms, Crescent invoices are due 30 days from date of invoice. There is no grace period, and Buyer's account may be placed on hold if payment is not timely received. Crescent is not responsible for any losses or damages that Buyer may incur due to suspension or termination of any account or agreement. Payments are to be issued to the location detailed on the invoice or statement. If paying by ACH or by online services, Buyer agrees to contact a local Crescent Credit Department for additional instructions. Credit Cards are accepted for point of sale purchases only, but not for statement balances. Buyer's obligation to pay Seller for the goods and services provided is not conditioned on Buyer obtaining acceptance or approval from any third party (e.g. lenders, contractors, project managers, bondholders, insurance companies, owners) or receiving payment from any third party (e.g. "retainage" amounts, insurance or bond proceeds, or "pay-when-paid" or "pay-if- paid" provisions).
9. **TAXES:** The prices for goods do not include any sales, use or other taxes or charges payable to state or local authorities. Buyer is responsible for paying all federal, state and local sales, use, property, excise, freight or other taxes imposed on or with respect to the goods, except taxes levied on Seller's net income with respect to such goods. To the extent that Buyer claims that a job is tax exempt, Buyer must provide adequate supporting documentation satisfactory to Seller to substantiate such claim, and Buyer's certification that the sale of the goods is exempt from such taxes. Buyer assumes all liability for any such tax which is found to be due and agrees to indemnify and hold Crescent harmless with respect to payment of such tax.
10. **SERVICE CHARGES:** Invoices that are more than 30 days past due are subject to interest from the due date until paid at the lesser of 1.5% per month (18% per annum), or the highest rate permitted by applicable law. Failure by Crescent to levy a late charge will not be construed as a waiver unless specifically agreed to in writing.
11. **RETURNS:** Credit may be allowed for goods returned with prior approval by a duly authorized representative of Crescent. No request for a credit will be processed unless Buyer provides the original invoice number and date. Buyer will pay the costs of return of any goods and will use its best efforts to ensure that all packaging materials that Crescent provides are maintained in suitable storage areas to protect them from damage, including, without limitation, from forklifts and weather. Goods must be securely packed to reach Crescent without damage. Specially fabricated or nonstock special ordered materials are nonreturnable. Material accepted for credit may be subject to a restocking and/or cancellation fee. Credit balances are non-refundable and only can be used to

purchase new materials.

- 12. APPLICABLE LAW:** Any action to enforce this agreement will be in the county and/or venue of Crescent's choosing unless otherwise required by the laws of the state in which the action is brought. Any dispute arising under this Agreement is governed by the laws of any state in which Crescent maintains a place of business, at Crescent's sole discretion, unless otherwise required by the laws of the state in which the action is brought and Buyer agrees to submit to personal jurisdiction in such state. In the event that Crescent is forced to initiate collection proceedings for amounts it is owed, Buyer agrees that it will be liable for all collection and other costs incurred by Crescent whether or not litigation is commenced including, but not limited to, reasonable attorneys' fees.
- 13. NON-WAIVER BY CRESCENT:** Waiver by Crescent of a breach of any of these terms and conditions is not a waiver of any other term or condition. Crescent's acceptance of less than full payment is not a waiver of any of its rights.
- 14. WAIVERS BY BUYER:** Buyer waives demand, notice of default, protest, notice of acceptance of this agreement, notice of credit extended, and notice of collateral delivered or received.
- 15. CANCELLATION:** Once an order is placed with and accepted by Crescent, the order cannot be canceled, unless Crescent consents in writing. If an order is canceled, Buyer will reimburse Seller for any cost it incurs as a result of such cancellation, including but not limited to cancellation or restocking fees. Buyer agrees to indemnify and hold Seller harmless from any claims by Seller's vendor against Seller related to any cancellation.
- 16. THIRD PARTY CONTRACT OBLIGATIONS:** In the event that Buyer has contracted for or otherwise assumed with any other Party any obligation or liability to an Owner, Contractor, Construction Manager or any other person or entity responsible for the completion of any portion of any project in which Seller's goods will be used, Buyer agrees that Seller is not a party to such contract, and that Seller does not assume any liability or obligation under any such contract or agreement unless expressly agreed to in writing in advance. Buyer is not permitted to delay, set-off or condition any payment obligation based on any third-party obligation or condition, including but not limited to retainage conditions, "pay-when-paid" or "pay-if-paid" terms between Buyer and any third party. Buyer releases and agrees to defend, indemnify and hold Seller harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility that Buyer has undertaken pursuant to any contract or which was assumed by Buyer to any Owner, Contractor, Construction Manager or other party related to the goods or work sold by Seller.
- 17. NOTICES:** All notices, requests, consents and other communications required or permitted under these Terms and Conditions will be in writing and sent by regular U.S. Mail and one or more of the following delivery methods: registered or certified mail, postage prepaid; transmitted by facsimile or e-mail if confirmed by such mailing or delivery, to Buyer and Crescent at their respective addresses on file. Either party may change its address by written notice to the other.
- 18. TERMS AND CONDITIONS RECEIPT:** BUYER AGREES TO AND ACKNOWLEDGES RECEIPT OF THESE TERMS AND CONDITIONS WHETHER ACCESSED ONLINE OR HAND DELIVERED AT ONE OF THE ADDRESSES LISTED BELOW, where copies are available. Buyer may also request additional copies by contacting the credit department (contact information is listed below). Buyer agrees that it has read and fully understands Crescent's terms and conditions and has had the opportunity to consult with its attorney.
- 19. CHANGE IN COMPANY INFORMATION:** Applicant agrees to notify Crescent in writing via certified mail, return receipt requested, within seven (7) days of the change of any information given to Crescent in this Application, including, but not limited to, changes in name, ownership, corporate status or structure, or other material changes. Contact information is listed below.

Crescent Electric Supply Company
Credit Department
PO Box 851686
Minneapolis, MN 55485-1686
Ph: (815) 747-3145
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Web: www.crescentelectric.com

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