

BRIGHT ELECTRICAL SUPPLY, 217 N. WESTERN AVENUE, CHICAGO, IL 60612
APPLICATION FOR OPEN ACCOUNT PRIVILEGE
BUSINESS CREDIT ONLY

Applicant's Business Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____ Cell Phone: _____ Email: _____
 We operate a _____ business. We are a subsidiary of: _____
 (State type and nature of business)
 We have been located at the present location for _____ years. We have been established _____ years No. of employees: _____ S.I.C. Code: _____
 Year incorporated or present business entity established: _____ Ours is a: (Check one)
 Corporation Partnership Limited Partnership Limited Liability Company Sole Proprietorship
 Monthly Credit Limit Requested: \$ _____ Monthly Sales Volume: \$ _____

The principal owners or stockholders and officers of Applicant are: (List all Officers, Directors, any Shareholder owning 5% or more of the stock of Applicant, all general partners, all members or managers of any Limited Liability Company, and the owner of any Sole Proprietorship.)

Name	Title	Home Address	Home Phone	Social Security No.

Accounts Payable Contact Person: _____ Phone: _____
 In addition to the above, the following persons are authorized to charge on this account:

Name	Title	Home Address	Home Phone	Social Security No.

Are Purchase Orders Required: Yes No
 Are Written Purchaser Orders Required: Yes No
 Are Monthly Statements Requested: Yes No

Bank Reference: _____ Telephone Number: _____
 Bank Account No.: _____ Contact or Loan Officer: _____

YOU MAY CHECK WITH THE FOLLOWING SUPPLIERS FOR CREDIT EXPERIENCE.
 (Three references are required as a minimum; at least one must be an electrical distributor.)

COMPANY NAME _____ FAX _____

COMPANY NAME _____ FAX _____

COMPANY NAME _____ FAX _____

Please Attach References

Sale Tax Exempt? NO YES If yes please complete the attached Sale Tax Certificate.

Applicant ("We") agree that if payment on this account is received by Bright Electrical Supply Company ("Bright" or "You") 30 or more days past Bright's terms as detailed on the reverse side of this Application we agree to pay a service charge for unexpected delay in payment equal to the lesser of 1 1/2 % per month (18% Annual Percentage Rate) or the maximum allowed by law on all such past due balances.

We realize that you expect to investigate our credit. We authorize you to obtain, if you desire, a written or oral credit report on the Applicant and individual credit reports on all officers, directors, shareholders, general partners, or members or managers of any Limited Liability Company listed above. We further authorize any bank with whom we are doing or have done any business to give any and all necessary information to Bright which will assist Bright in your credit investigation, and we release any claim we may have for breach of contract or invasion of privacy because any such information is furnished to Bright.

If our application for business credit is denied, we have the right to a written statement of the specific reasons for the denial. To obtain the statement, we should contact _____ at Bright Electrical Supply Company, 217 N Western Ave., Chicago, IL 60612, (312-738-0330), within 60 days from the date we are notified of Bright's decision. Bright will send us a written statement of reasons for the denial within 30 days of receiving our request for the statement.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Chicago Regional Office, 55 E. Monroe Street, Suite 1860, Chicago, IL. 60603.

Except as provided in the Equal Credit Opportunity Act, Bright may withdraw credit and the open account privileges which may be offered to Applicant at any time and for any reason whatsoever, or without reason, and Bright shall not be liable for any such action on its part. The decision to terminate an open account is Bright's, exercisable in its sole and absolute discretion, and open accounts may be withdrawn at any time with or without cause.

We agree to pay all costs of collection incurred by Bright, including reasonable attorney's fees.

WAIVER OF JURY. WE HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THE ACCOUNT OR ANY AMENDMENT, INSTRUMENT, DOCUMENTS OR AGREEMENT DELIVERED IN CONNECTION HEREWITH, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THE ACCOUNT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Terms and conditions of sale appear on the reverse side of this application. We agree that all sales made by Bright to us will be subject to and governed by these terms and conditions.

By: _____ Date: _____

Applicant

Title

1. GENERAL AGREEMENT. All sales are expressly conditioned on the terms and conditions set forth on this and the reverse side of the Application, together with those contained in any attachments hereto. No additional or different terms shall apply (whether a part of Applicant's purchase order or other communication from Applicant) unless expressly agreed to in writing by a duly authorized representative of Bright Electrical Supply Company, ("Bright"). Notice is hereby given that Bright does object to any different or additional terms and that such different or additional terms shall not be binding upon Bright. Acceptance of goods or payment for any of the goods constitutes Applicant's agreement to Bright's terms and conditions.

2. WARRANTY. Since the goods sold by Bright are not manufactured by Bright, Bright makes no warranties or representations, express or implied, as to workmanship, performance, quality, durability, fitness for purpose or merchantability for any of the articles it sells. This disclaimer is for all liability including, among others, liability for incidental, consequential and special damages. The only warranties that apply to the goods sold by Bright are those which are written and are specially provided by the manufacturer of those goods. Bright makes no warranties of any kind, but it does maintain and will provide to any customer, upon request, information concerning the manufacturer's warranties.

BRIGHT MAKES NO WARRANTIES (INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS) EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS IT SELLS UNLESS ENDORSED BY BRIGHT IN WRITING. APPLICANT IS LIMITED TO THE WARRANTIES OF THE RESPECTIVE MANUFACTURER(S) OF THE PRODUCTS SOLD.

3. DELIVERY. Shipping dates given in advance of actual shipment by Bright are estimates only. Bright is not liable for failure to deliver by any estimated date, or for any delay in performance resulting from fire or other casualty loss, labor difficulties, transportation problems, interruptions or delays in source of supply, or any other cause beyond its reasonable control. All direct shipments are F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Responsibility for filing claims with the manufacturer or carrier, as the case may be, rests with Applicant.

4. TAXES. Prices for goods do not include any sales, use, or other taxes or charges payable to state or local authorities. To the extent such taxes do not appear as an additional, separately itemized charge, Applicant certifies that the sale of the goods is exempt from such tax and Applicant assumes the responsibility and liability for any such tax which may be found due, hereby agreeing to indemnify and hold Bright harmless with respect thereto.

5. SERVICE CHARGES/TERMS. Payment is ordinarily due on or before the last day of the month following delivery of the goods. (Special payment terms may be required for specially ordered or manufactured material.) A service charge of 1 ½ % per month (18% Annual Percentage Rate) will be added to all invoices that are not paid within these terms.

6. RETURNS AND WILL CALL MATERIAL. No goods may be returned without the written consent of Bright, which consent, if given, shall be understood only as: (a) acceptance for credit of the goods returned if they are in the same condition as they were when delivered to Applicant; (b) conditioned upon the payment by Applicant of all transportation charges with respect to the delivery and return of those goods; and, (c) in addition all returns are subject to a minimum 25% handling or restocking charge. (Higher charges may be imposed if the manufacturer of the goods imposes a higher charge upon Bright.) In no circumstances will specially manufactured goods be accepted for return. Material ordered by Applicant and not picked up or released for delivery by Applicant within 60 days of notice to Applicant that such goods are available or ready for delivery may be returned to the manufacturer for credit subject to the foregoing restocking charges. All deposits made by Applicant will in such event be forfeited.

7. LIMITATION OF BRIGHT'S LIABILITY. Bright shall not be liable for any special, incidental or consequential damages. The remedies of Applicant as set forth herein are exclusive and the liability of Bright with respect to any contract of sale or anything done in connection therewith, whether sounding in contract, tort, negligence or under any warranty or otherwise, is limited, at the discretion of Bright, to repair or replacement of the goods or refund of the purchase price, and Bright's liability shall in all events not exceed the price of the goods sold on which such liability is based.

8. QUOTATIONS. The following terms and conditions shall apply to all quotations made by Bright and to all orders of Applicant received by Bright:

- (A) All of the foregoing terms and conditions contained in this Application shall apply.
- (B) The obligation of Bright to supply the goods is expressly conditioned on the manufacturer continuing to produce such goods and unless otherwise indicated prices are subject to change in the event the manufacturer changes its prices.
- (C) Except as noted above all prices quoted are firm for thirty (30) days only.
- (D) Unless otherwise indicated, prices for fixtures do not include lamps.
- (E) Changes from any quotations or orders accepted by Bright, including reduction in quantity, deletion of lamps, and delays as to release dates requested by Applicant, may result in price changes.
- (F) Bright reserves the right to reject all purchase orders, whether issued as to terms quoted, or otherwise.
- (G) If, in the sole discretion of Bright, the financial condition of Applicant at the time the goods are ready for delivery or release for delivery to Applicant does not justify the extension of credit, Bright reserves the right to require full payment in cash before delivery or shipment.
- (H) It is the responsibility of Applicant to verify that all items and quantities contained in Bright's quotations are correct. Although Bright will endeavor to quote in accordance with plans and specifications or other information submitted, Bright makes no warranties or guaranties in this regard, and assumes no responsibility for accuracy as to quantities, fitness for purpose, or performance. In instances where approved drawings or cuts are required and submitted, no goods will be released until approved copies have been returned.
- (I) All special or standard terms and conditions of sale in effect by the manufacturer(s) of the material contained in a quote supplied by Bright shall be considered as a part, in their entirety, of Bright's terms and conditions of sale as if fully written out in the quotation.

10. NO DISCOUNTS ON TAX. All goods are sold at the net price indicated on invoices unless a discount is expressly noted on that invoice. No discounts are allowed on excise, sales or use tax.

11. NO WAIVER. Regardless of any delay or omission in exercising any right or power hereunder, no provision hereof shall be deemed waived by Bright unless such waiver is in writing and signed by an authorized representative of Bright. Nor shall any such waiver by Bright be considered or construed to be a waiver by Bright of any succeeding breach or default or term or condition hereof.

12. COSTS OF ENFORCEMENT. Applicant agrees to pay all costs, expenses, and reasonable attorney's fees incurred by Bright in enforcing the covenants and agreements of the open account and this Application, whether by the institution of litigation or in the taking of advice of counsel, or both.

13. COMMERCIAL APPLICATION. Bright represents the goods sold under this open account are of commercial grade, unless otherwise indicated, and may not be suitable for a nuclear application. Further certification will be required for use of equipment and goods in any safety related application in a nuclear facility.

14. GOVERNING LAW. This open account is created in Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws.