

APPLICATION DATE

CREDIT LIMIT REQUESTED

PAYMENT TYPE / METHOD
 COD CREDIT NET

Phone (516) 873-6155
Fax (516) 873-6156
EnergyWeb

CUSTOMER APPLICATION

COMPANY INFORMATION

Type: C Corporation S Corporation LLC Partnership Proprietor

COMPANY'S COMPLETE LEGAL NAME (Please Print or Type)		DOING BUSINESS AS NAME / D/B/A	
COMPANY'S WEBSITE ADDRESS OR URL	YEAR STARTED	STATE OF INCORPORATION	
MAILING ADDRESS OF CORPORATE OFFICE	CITY	STATE/PROV	POSTAL CODE
STREET ADDRESS OF CORPORATE OFFICE (If different)	CITY	STATE/PROV	POSTAL CODE
CORPORATE TELEPHONE NUMBER	CORPORATE FAX NUMBER		

CONTACT INFORMATION

EXECUTIVE CONTACT NAME AND TITLE	ACCOUNTS PAYABLE MANAGER NAME
EXECUTIVE CONTACT TELEPHONE NUMBER	ACCOUNTS PAYABLE MANAGER TELEPHONE NUMBER
EXECUTIVE CONTACT FAX NUMBER	ACCOUNTS PAYABLE MANAGER FAX NUMBER
EXECUTIVE CONTACT EMAIL ADDRESS	ACCOUNTS PAYABLE MANAGER EMAIL ADDRESS

Please indicate if you authorize EnergyWeb to communicate with your company via fax, email and telephone:
 No Yes

TAX INFORMATION

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN)	NOTE: Please attach a copy of exemption certificate(s) for each state or use the Multijurisdiction Form Tax Certificate available from your tax professional.
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PURCHASING INFORMATION

Do you require a PURCHASE ORDER NUMBER before we accept an order?
 No Yes

ENDORSEMENT / AUTHORIZATION

By signing this application Applicant hereby acknowledges that it is submitting this Application to EnergyWeb and each of its subsidiaries and/or affiliates. Applicant hereby gives the right to each of EnergyWeb and its subsidiaries and affiliates to rely on this application in considering the extension of trade credit at any time. Applicant's authorized signature constitutes a representation of the trust and accuracy of all statements made on this Application and its express agreement to abide by the Terms and Conditions of Sale on the second page hereof. A faxed copy of the signature will be considered an original.

APPLICANT AUTHORIZED NAME (Please print or type)	TITLE	SIGNATURE	DATE
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Please attach the applicant's latest two (2) fiscal year end financial statements for EnergyWeb Financial Service's processing. This information will be for the exclusive use of EnergyWeb Financial Services ONLY and will remain confidential.

TERMS AND CONDITIONS OF SALE

EnergyWeb, including its subsidiaries and/or affiliates ("Seller"), makes all sales of its products ("Products") to buyer ("Buyer") subject to the following terms and conditions:

- 1. Acceptance of Terms and Conditions.** Seller's acceptance of all orders, however made, is expressly conditioned upon Buyer's consent, either express or implied, to these terms and conditions, and Seller will not accept, and expressly objects to and rejects, any other terms and conditions (whether written or oral) originating from Buyer that purport to modify, add to, or otherwise vary the terms and conditions stated herein. Buyer's acceptance of these terms and conditions shall be indicated by any of the foregoing: (a) Buyer's written acknowledgement or other act or expression of acceptance, (b) Buyer's offer to purchase Products from Seller, (c) Buyer's acceptance of shipment from Seller, or (d) Buyer's payment for any Products.
- 2. Shipment/Title/Risk of Loss/Taxes.** Title to the Products shall pass to Buyer upon delivery of the Products to (1) the common carrier or (2) Buyer's representative at Seller's dock. Seller's delivery of the Products shall be Ex Works Seller's shipping point, with all risk of loss, damage, theft or destruction passing to Buyer at such point, subject to Seller's rights under applicable law. No such loss, damage, theft or destruction to the Products, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect. Seller shall not be liable for any shipping delays. Buyer shall bear all applicable federal, state, municipal or other governmental tax, as well as any applicable import or customs duties, license fees and similar charges, however designated or levied on the sale of Products (or delivery thereof) or measured by the purchase price paid for the Products.
- 3. Shortages/Rejection of Delivery.** All claims for shortages or rejection of delivery must be made by Buyer to Seller in writing within a period of forty-eight (48) hours from receipt of Products and must state in reasonable detail the grounds therefore. Unless such notice is given within the stated period of time, Buyer agrees that it shall be conclusively presumed that Buyer has fully inspected the Products and acknowledged that NO shortage or grounds for rejection exists.
- 4. Security Interest.** Buyer grants Seller a security interest in all Products sold hereunder and to all Products now or hereafter acquired by Buyer from Seller, and to any proceeds thereof, until the purchase price and any other amounts due to Seller have been paid in their entirety. Buyer hereby authorizes Seller to prepare and file any financing statement listing the Products as collateral and to file any such financing statement in such filing offices as the Seller may deem appropriate. Buyer further agrees promptly to execute any other documents requested by Seller in order to protect Seller's security interest. Upon any default by Buyer of any of its obligations to Seller, Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.
- 5. Payment.** Unless otherwise agreed in writing by Seller, all credit purchases must be paid in accordance with Seller's normal terms of sale, which are Net twenty (20) days from date of invoice. All past due amounts are subject to a one and a half percent (1.5%) monthly financing charge or the maximum permissible under applicable law, whichever is lower. All drafts dishonored for any reason shall be assessed a twenty-five dollar and 00/100 (\$25.00) service charge. In the event that Buyer stops payment on any drafts issued to Seller, for any reason, Buyer hereby recognizes that Seller would suffer damage, the exact amount of which cannot be determined with certainty, and Buyer shall pay Seller liquidated damages in the amount of five hundred and 00/100 (\$500) for each such draft in addition to the purchase price. Buyer may not use anticipated credit memos before Seller issues the credit on account. Payment using an anticipated credit memo before Seller has issued credit will be considered a short payment and may result in delayed shipments. It is not Seller's policy to issue refunds. Credit memos must be used on current outstanding balances or future purchases. In the event that Buyer utilizes a credit card to purchase Products, Buyer agrees to not unnecessarily dispute such charges and further agrees to use best efforts to resolve any good faith dispute. Seller has no continuing obligation to deliver Products on credit. Seller may extend credit to Buyer for purchasing Products to the extent Buyer may be eligible under the applicable Seller's programs and consistent with Buyer's credit capability, as determined by Seller from time to time in Seller's absolute discretion. In the event that Buyer's account with Seller is dormant for more than six (6) months and has a credit balance, Buyer agrees that Seller may impose a monthly administrative charge for inactivity at a rate of the lesser of ten and 00/100 dollars (\$10.00) a month or the credit balance outstanding on Buyer's account. Seller, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Seller any and all amounts owed by Seller to Buyer.
- 6. Returns.** The terms for all Product returns, for whatever reason, are limited to those set forth in Seller's return merchandise authorization ("RMA") policies and procedures, which are located on Seller's website and in Seller's catalog. These policies and procedures may be modified in any manner by Seller at any time. All returns must be accompanied by an RMA from Seller. All returns are subject to in-house credit only. The time periods allowed for returns are determined by manufacturers of the Products and are printed in Seller's catalog.
- 7. No Warranties by Seller.** Product warranties, if any, are provided by the manufacturer or publisher of the Products. Seller makes no warranties whatsoever. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. SELLER DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES AND COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OR VIOLATION OF ANY PATENTS, TRADEMARKS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS BY ANY PRODUCTS. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED. NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS TO THE CONTRARY, SELLER'S LIABILITY UNDER THIS SECTION SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE ALLEGED LIABILITY.
- 8. Events of Default.** Buyer shall be in default under this agreement upon the happening of any of the following events or conditions: (a) default by Buyer on payment of any installment, invoice, bill or any other indebtedness or obligation now or hereafter owed by Buyer to Seller, (b) default in the performance of any obligation, covenant or liability contained in this agreement or any other agreement or document between Buyer and Seller, (c) any inaccuracy with respect to any warranty, representation or statement made or furnished by Buyer, (d) dissolution, termination of existence, insolvency, business failure, or discontinuance of Buyer's business or the appointment of a receiver for any part of the property of, or assignment for the benefit of creditors by, Buyer or the commencement of any proceedings under any bankruptcy reorganization or arrangement laws by or against Buyer or the attachment, levy, seizure or garnishment of any of Buyer's property, rights, assets (contingent or otherwise) including the Products, or (e) any change in control of the ownership or management of Buyer, unless prior to the occurrence of such change of control Seller shall have been notified in writing and Buyer shall have obtained Seller's prior written approval to such change in control.
- 9. Remedies of Seller.**
 - A. In General. Upon the occurrence of any event of default or any time thereafter, Seller may, at its option and without notice to Buyer, exercise one or more of the following remedies as Seller, in its sole discretion, shall elect: (1) declare immediately due and payable all outstanding invoices under this or any other contract and demand or, without demand, sue for amounts then due or thereafter accruing under this invoice or under any other invoice, bill or other document evidencing Buyer's indebtedness to Seller, (2) suspend deliveries as to any or all Products, (3) take possession of the Products wherever found and for this purpose enter upon any premises of Buyer and remove the Products, without court order or other process of law, without any liability for damages, suit, action or other proceeding by Buyer as a result of such entry and/or removal, (4) cause Buyer, at its expense, to promptly return the Products to Seller in good, like-new condition, (5) sell the Products, or any part thereof at public or private sale (for cash or credit) at such time or times as Seller shall determine, free and clear of any rights of Buyer, and if notice thereof is required by law, any notice in writing of any such sale by Seller to Buyer not less than ten days prior to the date thereof shall constitute reasonable notice thereof to Buyer, and (6) exercise any and all rights accruing to Seller under any applicable contract or law upon a default by Buyer, including all rights and remedies accorded to sellers and secured parties under the Uniform Commercial Code.
 - B. Mitigation of Damages. Should Seller repossess any of the Products because of Buyer's default, Seller may make a commercially reasonable effort to sell such Products at a reasonable price to a third party, provided, however, that Seller shall have no obligation to actively seek out and solicit potential third party Buyers for said Products.
 - C. Collection Costs. In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorneys' fees and costs, incurred by Seller.
 - D. Rights and Remedies Not Exclusive. No right or remedy conferred upon or reserved to Seller by this agreement shall be exclusive of any other right or remedy provided herein or by law. All rights or remedies conferred upon Seller by this agreement and by law shall be cumulative and in addition to any other right or remedy available to Seller.
- 10. Time of the Essence.** Time is of the essence with respect to each of the provisions of this agreement.
- 11. Indemnification.** Buyer agrees to indemnify and hold Seller and their officers, directors, servants, employees, agents and advisors harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from any third party using the Products provided under this agreement. Any defense provided hereunder shall be by counsel of Seller's choice.
- 12. Limitation of Liability.** In the event that a Product's malfunction leads to damage or injuries to the Products, to Buyer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, Seller shall not be liable for such damages or injuries. Buyer understands and agrees that if Seller shall be found liable for loss or damage caused by failure of Seller to perform any of Seller's obligations hereunder or the failure of the Products in any respect whatsoever, Seller's liability shall be limited to the price paid for such Products, and this liability shall be exclusive. Buyer understands and agrees that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of any of Seller's obligations or from negligence, active or otherwise, of Seller, or its agents, servants, assignees or employees. IN NO EVENT SHALL SELLER BE LIABLE FOR AMOUNTS REPRESENTING INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13. Assignment.** This agreement and all rights, obligations and performance hereunder may not be assigned by Buyer without prior written consent of Seller.
- 14 Waiver.** No delay or omission by Seller to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by Seller of any term, condition or agreements to be performed by Buyer or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless presented in writing to Seller and signed by an authorized representative of Seller.
- 15. Severability.** If any section, term, condition or portion of this agreement shall be found to be illegal or void as being against public policy, it shall be stricken and the remainder of this document shall stand as the original.
- 16. Governing Law/Venue.** This agreement shall be construed and enforced in accordance with the laws of South Carolina without regard to the conflicts of law provisions thereof. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS, IF OTHERWISE APPLICABLE. All claims, actions, disputes, controversies or suits shall be litigated exclusively in the courts of South Carolina. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and Buyer, if not a resident of the United States, hereby appoints the Secretary of State of South Carolina as its agent for service of process in the United States.
- 17. Entire Agreement/Modification.** The parties intend this agreement to be the complete statement of the terms of their agreement. No course of prior dealing or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed modified or amended except by an instrument in writing signed by both Seller and Buyer. All Products delivered to Buyer hereunder are for resale only and Buyer acknowledges and shall advise its customer that the Products may be controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States.

REQUIRED

INDIVIDUAL PERSONAL GUARANTEE

In conjunction with my individual personal guarantee and customer application to EnergyWeb and its subsidiaries and/or affiliates (hereinafter "Creditor") on behalf of _____ (hereinafter "Debtor") of _____ (company name)

which I, _____, residing at _____ (guarantor) (guarantor's address, city, state & zip code)

am an officer, principal, partner, or major shareholder, I represent to Creditor that neither Debtor nor any company in which I have been an officer, principal, partner, or major shareholder, nor have I personally ever experienced any type of insolvency including bankruptcy.

I for good and valuable consideration, including the extension of trade credit to debtor which I hereby acknowledge as having been received, do hereby personally guarantee and promise to pay any obligation to Creditor on demand for any indebtedness of Debtor to Creditor now due and/or which may hereafter become due to Creditor for merchandise and other property hereafter sold and delivered by it to Debtor. This guarantee is one of payment, not of collection.

This guarantee is given individually, not in my capacity as _____ of _____ (guarantor's title) (company name).

This guarantee shall be an irrevocable guarantee and indemnity to Creditor. Further, I hereby subrogate any indebtedness of Debtor, which it may have to me to the indebtedness of Creditor.

I do hereby waive notice of default, non-payment and notice thereof and to jury trial and consent to (i) changes in the terms of the guaranteed indebtedness and (ii) any and all renewals or modifications of extension of trade credit. I agree that Creditor may take any action with regard to the disposition of the collateral, including releasing it, and still enforce this guarantee without foreclosing on the collateral first. I agree that this guarantee shall be governed by the substantive law of the State of New York without regard to its provisions concerning conflicts of law. I grant permission to Creditor to obtain information from any and all sources required to properly ascertain my capability to meet my financial obligations.

DATE	SIGNATURE	SOCIAL SECURITY NUMBER
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NOTE: Please attach photocopy of Driver's License/State I.D. Card, and Major Credit Card.