

## APPLICATION FOR CREDIT

**INSTRUCTIONS:** Please complete the form and sign the "Acknowledgement & Agreement to Terms & Conditions" on page 2.

**PLEASE CHECK THE BOX(S) FOR THE BUSINESS UNIT(S) THAT CREDIT IS BEING APPLIED FOR:**

- RESA Power Solutions, LLC (d.b.a. RELECTRIC SUPPLY COMPANY, LLC) - Low Voltage Components
- RESA Power Solutions Connecticut, LLC (d.b.a. SATIN AMERICAN, LLC) - Engineered Products
- RESA Power Solutions Plant City, LLC (d.b.a. SWITCHGEAR UNLIMITED, LLC) - Engineered Systems

**WHEN COMPLETE, RETURN THIS FORM TO RESA POWER SOLUTIONS BY FAX AT 408.550.2490.**

### GENERAL INFORMATION

Your RESA Power Solutions Sales Contact:		
Business Name:		
Business Structure (Corp, LLC Sole Proprietor, etc...):		Annual Sales: \$
Tax ID (EIN or SSN) #:	State	Date Registered:
Tax Exemption # (also fax copy of exemption certificate):		
Dun & Bradstreet (DUNS) # (if available):		
Main Telephone:	Main Fax:	

### BUSINESS (PHYSICAL) ADDRESS

Street:		Suite   Apt#:
City:	State:	Zip:

### BILLING / MAILING ADDRESS (IF DIFFERENT)

Street:		Suite   Apt#:
City:	State:	Zip:

### ACCOUNTS PAYABLE CONTACT

Name:	Phone:
Email:	Fax:

### AUTHORIZED BUYERS First, Last & Title of your staff authorized to issue PO's to RESA Power Solutions. If more than four, please list on separate page.

1.	2.
3.	4.

### BANK REFERENCE

Bank Name:	Account (#)   Type:
Address:	City   St   Zip:
Bank Contact Name:	Bank Phone:

**COMMERCIAL (TRADE) REFERENCES** Need 4 references!

1.	Business Name:	Phone:	Fax:
Street:		City   St   Zip:	
Business Name		Phone:	Fax:
Street:		City   St   Zip:	
3.	Business Name:	Phone:	Fax:
Street:		City   St   Zip:	
4.	Business Name:	Phone:	Fax:
Street:		City   St   Zip:	

**OWNERSHIP INFORMATION** Please Provide Home Address and Personal Phone Number!

1.	Owners   Officers Name:	Title:	% Owned:
Street:		City   St   Zip:	Phone:
2.	Owners   Officers Name:	Title:	% Owned:
Street:		City   St   Zip:	Phone:
3.	Owners   Officers Name:	Title:	% Owned:
Street:		City   St   Zip:	Phone:
4.	Owners   Officers Name:	Title:	% Owned:
Street:		City   St   Zip:	Phone:

**ACKNOWLEDGMENT & AGREEMENT TO TERMS & CONDITIONS**

Applicant agrees that applicant's purchase of goods from and RESA Power Solutions sale of goods to Applicant, shall be subject to RESA Power Solutions Terms & Conditions of Sale (attached - version 09-08), and to the provisions of RESA Power solutions Order Acknowledgments and Invoices, as any of the same may be changed from time to time by RESA POWER SOLUTIONS ON BEHALF OF APPLICANT AND THE OWNERS WHOSE NAMES APPEAR ABOE, AND IN ORDER TO INDUCE RESA POWER SOLUTIONS TO SELLF GOODS TO APPLICANT, I CERTIFY, REPRESENT, AND WARRANT THAT ALL OF THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT, AND DULY AUTHORIZE RESA POWER SOLUTIONS TO OBTAIN CREDIT REPORTS ON APPLICANT AND ITS OWNERS.

Signature	Print Name	Title	Date

**PERSONAL GUARANTEE**

In consideration of credit being extended by RESA Power Solutions to the above named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other etnity, the undersigned guarantor or guarantors each hereby contract and guarantee to RESA Power Solutions the faithful payment, when due, of all accounts of said applicant for the purchases made within five years next after the date of this application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to application, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by RESA Power Solutions extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to whic the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be reovked.

Signature	Print Name	Title	Date



## TERMS & CONDITIONS OF SALE (REV. 09-08)

### 1. ENTIRE AGREEMENT.

This Agreement is made by and between Seller and Buyer for the sale and purchase of goods. This Agreement is comprised of this document, Buyer's Application for Credit, Seller's Order Acknowledgments and Invoices for the goods, and, if Buyer has ordered the goods through Seller's website, the provisions of that web site to the extent not inconsistent with the provisions of the remainder of this Agreement. This Agreement constitutes the complete and exclusive statement of the understanding and agreement of the parties with respect to the sale and purchase of the goods. No representation, condition, usage of trade, course of dealing or course of performance explain or supplement its terms or conditions.

### 2. MODIFICATION, AMENDMENT & WAIVER.

Except as otherwise noted, this Agreement may NOT be altered, supplemented, or amended by the use of any other document, including, but not limited to, any acknowledgment, acceptance, contract, or shipping instruction form containing terms or conditions at variance with or in addition to those set forth in this document. Any attempt to alter, supplement or amend this document or to enter an order for goods that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written instrument signed by both Buyer and RESA Power Solutions. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any breach or default or of any right or remedy unless such waiver is expressed in a writing signed by the party to be bound.

### 3. DELIVERIES.

Delivery dates, if any are specified in Seller's Order Acknowledgments or Invoices, are approximate and are based upon prompt receipt of all necessary information concerning packaging, routing and shipping. Each delivery under this Agreement shall be treated, for the purposes of payment only, as a separate contract.

### 4. TITLE & RISK OF LOSS.

If the goods sold pursuant to this Agreement are delivered to Buyer at Seller's premises, title to and risk of loss of the goods shall pass to upon Buyer's receipt of the goods. Otherwise, title to and risk of loss of the goods shall pass to Buyer upon delivery of the goods to the location specified on the face of this Agreement.

### 5. TAXES & FREIGHT CHARGES.

Buyer shall reimburse Seller for (a) all taxes and other charges (except franchise or income taxes) that Seller may be required to pay to any governmental entity upon the production, sale, transportation, or delivery of the goods and (b) all freight charges. Seller may add all such taxes, duties and other charges, if any, to its invoices.

### 6. PAYMENTS.

Payments shall be made to Seller at the address shown on Seller's invoice for the goods. Unless otherwise indicated on Seller's Order Acknowledge or Invoice for the goods, all payments shall be due in full, without any setoff or withholding for any reason, immediately upon Seller's delivery of the goods sold pursuant to this Agreement.

#### 7. BUYER'S CREDIT.

If Buyer fails to pay for any one delivery when it becomes due, Seller, in Seller's sole discretion, may terminate this Agreement or suspend further deliveries under it. Further, should Buyer's financial condition become unsatisfactory to Seller, Seller, in Seller's sole discretion, may require cash payment or security satisfactory to Seller for future Deliveries. Any action taken pursuant to this paragraph shall be without prejudice to any other rights and remedies Seller may have.

#### 8. INTEREST ON LATE PAYMENTS.

Interest shall accrue on all sums due or found to be due under this Agreement at the lower of the rate of 18% per annum or the maximum rate then permitted by applicable law, until such sums are paid.

#### 9. EXCUSE OF PERFORMANCE.

Seller shall not be liable to Buyer for any delay in performance or nonperformance that is caused in whole or part by an event or circumstance beyond Seller's reasonable control, including, but not limited to, fire, flood, accident, labor trouble, strike, lockout or injunction, compliance with governmental requests, laws, regulations, orders or actions, riot, sabotage, or war. The quantity of goods so effected may be eliminated from this Agreement, but this Agreement otherwise shall not be effected.

#### 10. PRICING & ERROR DISCLAIMER.

Pricing, specifications, availability, and terms of offers may change without notice, are not transferable and are valid only for new purchases from RESA Power Solutions. Taxes and shipping charges are extra, vary and are not subject to discount. RESA Power Solutions cannot be responsible for errors, omissions, or consequences of misuse of site and its functions. Offers not necessarily combinable. Discounts cannot be retroactively applied. Orders subject to cancellation by RESA Power Solutions at any time for any reason.

#### 11. LIMITED WARRANTY.

RESA Power Solutions warrants to the original purchaser that any part of the commodity purchased excluding documentation and similar items will be free of defects in workmanship and materials for the period of your warranty from the date of delivery. During the warranty period, RESA Power Solutions will, at its option: (1) provide replacement parts necessary to repair the product; (2) replace the product with a comparable product; or (3) refund the amount you paid for the product upon its return. Replacement parts or products will be new or serviceably used, comparable in function and performance to the part or product ordered, and warranted for the longer of thirty days or the remainder of the warranty period. Any additional purchases or upgrades will not extend this warranty. This product warranty covers normal use only. This product warranty does not cover damage caused during shipment and any damage caused by: actions that are beyond RESA Power Solutions control, including without limitation, impacts, fluids, fire, flood, wind, earthquake, lightning or similar disaster, war, lockout, epidemic, destruction of production facilities, riot, insurrection, or material unavailability; unauthorized modifications, attachments or peripherals; improper use, environment, installation or electrical supply; improper maintenance; any other misuse, abuse or mishandling.

EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, RESA POWER SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. RESA Power Solutions AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED UNDER THE APPLICABLE LAW. NEITHER YOU NOR RESA POWER SOLUTIONS WILL BE LIABLE TO THE OTHER FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, "DOWN TIME", PURCHASER'S TIME, LOSS OF USE OF RELATED EQUIPMENT, LOST PROFITS, LOST DATA OR OTHER

#### 11. LIMITED WARRANTY. CONT...

CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), ABSOLUTE OR STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER THE APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

#### 12. INSPECTION & CLAIMS.

Within 10 days after receipt of each delivery of the goods, Buyer shall examine the goods for any damage, defect or shortage. All claims for any cause whatsoever (whether based in contract, negligence, strict liability, other tort or otherwise) shall be deemed waived unless made in writing and received by Seller within 30 days after Buyer's receipt of the goods with respect to which the claim is made, or, if the claim is for non-delivery of goods, within 45 days after the date upon which the goods were to be delivered. Buyer's failure to give written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim.

#### 13. LIMITATION OF LIABILITY.

Buyer's exclusive remedy with respect to any claim concerning this Agreement or any goods sold pursuant to this Agreement shall be for damages. Seller's liability with respect to any claim concerning the goods shall not exceed the purchase price of the particular goods with respect to which the claim is made, or, at Seller's option, the repair or replacement of those goods. These amounts are agreed upon as liquidated damages and not as penalties. It is intended and expressly agreed that the purpose of the preceding provisions is to set upper limits to the amount recoverable by Buyer. These liability limitations shall apply whether the claim is based in contract, negligence, strict liability, other tort, or any other cause. In no event shall Seller be liable for indirect, special, incidental, consequential or punitive damages, even if it has been advised of the possibility of such damages. Further, Seller shall not be required to pay transportation charges for the return of any goods unless Seller authorizes such return in advance. If Buyer desires that Seller assume a greater liability than what is provided for in this paragraph, Seller will amend this Agreement by attaching an addendum setting forth the additional liability and an additional amount to be paid by Buyer for Seller's assumption of that additional liability. No such amendment shall be effective unless signed by Buyer and Seller. Seller is not an insurer, and nothing in such addendum shall be construed to hold Seller as an insurer. No suit shall be brought against Seller more than one (1) year from the date the cause of action accrues.

#### 14. THIRD PARTY CLAIMS.

Buyer shall indemnify, hold harmless and defend Seller for, from and against any and all damages, expenses, costs and attorney fees arising from any demand, claim, allegation or lawsuit made or filed by or on behalf of any third party concerning the goods (whether based in contract, negligence, strict liability, other tort or any other cause), including, but not limited to, any demand, claim, allegation or lawsuit concerning the failure of the goods in any respect.

#### 15. ASSIGNMENT.

Buyer shall not assign (by operation of law or otherwise) its rights or delegate its performance under this Agreement to anyone without Seller's prior written consent. Any attempted assignment or delegation without such consent shall be void.

**16. ATTORNEY'S FEES & COSTS.**

Buyer shall pay to Seller all reasonable attorneys' fees, costs and expenses incurred by Seller in collecting any amounts due with respect to the goods sold under this Agreement or in otherwise enforcing Seller's rights under this Agreement, whether or not by prosecution of a claim against Buyer in an action at law.

**17. CHOICE OF LAW & FORUM.**

THIS AGREEMENT, AND THE APPLICATION AND INTERPRETATION OF THE TERMS OF THIS AGREEMENT, SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS OF THIS AGREEMENT AND BY THE LAWS OF THE STATE OF CALIFORNIA AND APPLICABLE FEDERAL LAW OF THE UNITED STATES, EXCLUDING ANY CONFLICT-OF-LAWS PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH EACH OTHER TO THE LAW OF ANOTHER JURISDICTION. BUYER AGREES AND CONSENTS TO THE JURISDICTION OF THE STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA AND ACKNOWLEDGES THAT SUCH COURTS SHALL CONSTITUTE PROPER AND CONVENIENT FORUMS FOR THE RESOLUTION OF ANY ACTION AMONG BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND AGREES THAT SUCH COURTS SHALL BE THE SOLE AND EXCLUSIVE FORUMS FOR THE RESOLUTION OF ANY ACTIONS AMONG BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

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