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MEMBER



### CREDIT APPLICATION & AGREEMENT

BUSINESS INFORMATION			DESCRIPTION OF BUSINESS	
Business Name:			Fed Tax ID #:	
Legal Name:			DUNS #:	
Address:			Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	
City:	State:	Zip:	<input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship	
Phone:		Email:	No. of employees:	
Taxable: <input type="checkbox"/> Yes <input type="checkbox"/> No (if tax-exempt must provide a valid certificate)			Date started:	Years in Business:
Purchasing Contact:		Email:	Phone:	
Accts Payable Contact:		Email:	Phone:	
Delivery Notifications Email:		Delivery Notification Text/SMS:		
Web Order Entry <input type="checkbox"/> Yes <input type="checkbox"/> No	Primary Contact Name:		Email:	
<b>COMPANY PRINCIPALS</b>				
NAME	TITLE	ADDRESS	PHONE	
<b>CREDIT REFERENCES</b>				
NAME	CONTACT	ADDRESS	PHONE/EMAIL	
<b>BANK REFERENCES</b>				
BANK NAME/BRANCH	CONTACT NAME	CHECKING ACCOUNT #	PHONE/EMAIL	
Credit limit requested:		Are purchase orders required for each order? Yes <input type="checkbox"/> No <input type="checkbox"/>		

### CREDIT DEPARTMENT USE ONLY

Date Received: \_\_\_\_\_ Approved by: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Account # \_\_\_\_\_

### PERSONAL GUARANTY

In consideration of the extension of credit to the above Applicant, the Guarantor(s) hereby warrants and unconditionally personally guarantees to Shepherd Electric Company, Inc., which trades as Shepherd Electric Supply ("Shepherd") the full and prompt payment when due of all indebtedness, obligations, and liabilities of the applicant listed above to Shepherd, including finance charges if applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for or established credit line, and including the agreed upon collection fees paid or incurred by Shepherd in endeavoring to collect such indebtedness or part thereof or in enforcing this guaranty. Guarantor agrees to be personally bound by all the terms and conditions contained in this agreement and hereby irrevocably authorizes and empowers any attorney of any Court of Record within the United States to appear for Guarantor in any Court in one or more proceedings, or before any Clerk thereof, and to confess judgment against the Guarantor, without prior notice to Guarantor or opportunity for a prior hearing, in favor of Shepherd, or its assigns or successors in interest, for any sums due by virtue of this Personal Guarantee and/or the underlying obligations guaranteed herein, plus accrued interest, late charges, finance charges, taxes, costs of suit and collection fees including attorney's fees in the amount of 33% of the amount due or actual attorney's fees, whichever are greater. Guarantor hereby waives all rights to stay of execution on said judgment, as well as any demand or presentment for payment, notice of dishonor, protest, notice and any right to trial by jury. The incorporation, merger, reorganization or sale of the Applicant's business shall not operate as a termination of their Guaranty, and the Guaranty shall continue as to credit extended such other entity. Guarantor hereby agrees that in the event any dispute, difference or disagreement shall arise upon or in respect of this Guarantee, and/or the meaning and construction hereof, Shepherd, shall have the option, in its sole and absolute discretion, to require any and all such dispute, difference, or disagreement to be settled by arbitration in Baltimore County/State of Maryland in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. This Agreement shall be subject to and interpreted under the Maryland Arbitration Act. This guarantee shall be enforceable before or after proceeding against the Applicant, or simultaneously with any action against the Applicant. Guarantor(s), recognizing that their individual credit history may be a factor in the evaluation of accepting this GUARANTY, hereby consent to and authorize SHEPHERD to obtain and use (from time to time and on an "as needed" basis) any and all information related to the credit evaluation process, including but not limited to, the Guarantors consumer credit report. **IMPORTANT NOTICE: THIS INSTRUMENT PERMITS US TO OBTAIN AND USE YOUR INDIVIDUAL CREDIT HISTORY FOR CREDIT EVALUATION PURPOSES.**

By signing below, I confirm that I am an authorized agent of the company and am authorized to sign this agreement.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ SS# \_\_\_\_\_

Printed Name: \_\_\_\_\_

**SHEPHERD ELECTRIC SUPPLY  
TERMS AND CONDITIONS OF SALE**

This agreement contains the full, final and entire agreement between Shepherd Electric Company, Incorporated, which trades as Shepherd Electric Supply ("Shepherd") and the applicant applying for credit on the first page of this Agreement (Purchaser"). This agreement pertains, among other things, to the sale of goods (hereinafter the "Goods") by Shepherd to the Purchaser. All orders placed by Purchaser shall be subject to the terms and conditions set forth herein. Any additional or different terms proposed by Purchaser are deemed to be rejected unless expressly consented to in writing by an officer of Shepherd.

If the applicant is not a registered business entity at the time of the application, and subsequently becomes a formal business entity duly organized under the laws of one of the states of the United States of America, with or without the knowledge of Shepherd, the applicant agrees to be jointly and severally liable to Shepherd for any indebtedness incurred by or transferred to such successor entity.

1. PRICE: Unless otherwise stated in writing by an agent of Shepherd, all prices are FOB shipping point and are firm. Prices do not include sales use or similar taxes or duties which may be imposed by federal, state, county, city or other governmental agencies. Purchaser accepts liability for any such taxes or duties imposed and the amount of this shall be paid by Purchaser. Exemptions, where applicable, shall be established by the Purchaser and Purchaser shall indemnify Shepherd from the obligation to pay any amounts due as a result of such taxes or duties.

2. DISCLAIMER OF WARRANTIES: SHEPHERD does not manufacture Goods. ALL GOODS ARE DELIVERED "AS IS" AND "WITH ALL FAULTS". SHEPHERD MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE GOODS, THEIR QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, THEIR DESIGN, CONDITION OR WORKMANSHIP, THEIR FREEDOM FROM PATENT INFRINGEMENT, THE ENFORCEABILITY OF THE MANUFACTURER'S WARRANTIES AND GUARANTEES, OR AS TO THE TAX OR ACCOUNTING TREATMENT OF THE SALE OF THE GOODS, AND HEREBY DISCLAIMS THE SAME. SHEPHERD PASSES TO PURCHASER ALL WARRANTIES, IF ANY, RECEIVED BY SHEPHERD FROM MANUFACTURER.

3. LIMITATION OF LIABILITY: SHEPHERD SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL RESULTING FROM ITS DELIVERY OF DEFECTIVE OR NON-CONFORMING SERVICES, WORK PRODUCT AND/OR GOODS, OR FOR ITS DELAY IN DELIVERING GOODS OR SERVICES. PURCHASER'S REMEDY IS LIMITED, AT SHEPHERD'S SOLE OPTION, TO THE MANUFACTURER'S LIMITED REMEDY, OR REPAIR, REPLACEMENT OR RETURN OF GOODS.

4. CLAIMS: Any claim must be made in writing within three (3) business days after receipt of the Goods, if for shortages, or within fifteen (15) days after receipt of the goods, if for defects, and the Goods must be held at Purchaser's place of business for Shepherd's inspection, otherwise such claim shall be deemed waived. No claim may in any event be made after the Goods have in whole or in part been used or processed by the Purchaser. Time is of the essence concerning this notification. No Goods may be returned to Shepherd without obtaining a Return Merchandise Authorization (RMA).

5. CONFESSION OF JUDGMENT/PERSONAL LIABILITY: In the event the Purchaser is a corporation, partnership, or any other legal entity, the individual(s) whose signature(s) appear hereon (the "Owner") agree to and do personally guarantee payment for all amounts due to Shepherd from Purchaser. The guarantee shall confer primary liability upon the Owner. Purchaser and Owner acknowledge that they have read and agree to all of the terms and conditions listed herein. Purchaser and Owner hereby jointly and severally irrevocably authorize any attorney of any court of record to appear for Purchaser and confess judgment, where such action is permitted by law, against Purchaser and/or Owner, for all unpaid amounts owed by Purchaser to Shepherd plus all expenses incurred in enforcing the terms of this Agreement including but not limited to court costs, expert witness fees, and attorney's fees in the amount of 33% of the amount due or actual attorney's fees whichever are greater, and waiving any right or privilege of exemption, stay of execution or supplementary proceedings, or other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment. If Shepherd shall successfully defend any controversy, claim or suit instituted by Purchaser (whether as an original action or as a counter-claim or cross action or otherwise) Purchaser shall pay expert witness fees and counsel fees incurred by Shepherd in defending such controversy, claim or suit. The Purchaser and/or Owner agree that Maryland Courts shall have personal jurisdiction over them and that venue shall be proper in the Circuit or District Court of any county/city for the State of Maryland for any suit or controversy arising between the parties and Purchaser and Owner waive their right to trial by jury.

6. INDEMNIFICATION: Purchaser shall indemnify, save and keep Shepherd harmless against all liabilities, judgments, costs, damages and expenses arising out of or relating to personal injuries or debt sustained by any person or persons and for all damage to property directly or indirectly by any violation of law or act or omission of the Purchaser or any subcontractor, or any servant, agent or employee of the Purchaser, in the performance of work with the Goods or in which such Goods are used, installed or employed.

7. CREDIT TERMS NET 30. Shepherd reserves the right to bill for any part of the order which has been completed. Shepherd shall be entitled to collect a finance charge on the unpaid balance of any invoice(s) which has been outstanding 30 or more days past due. Such finance charge shall be applied to the unpaid balance at the rate of 2% per month (corresponding to an annual percentage rate of 24%). All orders are subject to credit approval. If in Shepherd's judgment there is an impairment of the Purchaser's credit or any default in the payment of any of Purchaser's indebtedness to Shepherd, when due, then all indebtedness of Purchaser to Shepherd on all open accounts shall be due and payable. If the Goods are to be delivered in more than one shipment, Shepherd reserves the right to cancel or suspend deliveries if Purchaser fails to pay for prior shipment. If Purchaser's financial situation is unsatisfactory to Shepherd, cash on delivery or satisfactory security may be required by Shepherd. This agreement contains the full and final agreement between the parties and no changes to any of the terms and conditions of sale shall be binding upon Shepherd unless confirmed in writing by an officer of Shepherd.

8. RESTOCKING CHARGE: Orders regularly entered, verbal or written, cannot be canceled. All cancellations which are authorized in writing by Shepherd are subject to a 20% restocking charge for stock items and returns of non-stock merchandise is subject to manufacturers return policy and restocking charges.

9. SAFETY RESPONSIBILITY: It is the Purchaser's responsibility to provide and use proper safety devices, equipment and operating procedures to safe guard its employees from injury at all times and on a continuing basis from any set-up use or operation of the Goods. It is the Purchaser's responsibility to train all employees on the Goods and in their proper and safe operation and usage. It is the Purchaser's and its employee's joints and several responsibilities to set-up, use and operate the Goods in conformity with all federal, state and local government safety standards and all industry safety standards.

10. DELIVERIES, LIMITATION OF LIABILITIES AND FREIGHT: Estimated date of shipping is computed from receipt at the factory of the manufacturer of the Goods of all written details pertaining to the purchase order. Shipment date and time is approximate only and is subject to delay. Shepherd shall under no circumstances be responsible or liable for delays, non-performance, loss or damages, whether direct or consequential, due to any circumstances beyond the control of Shepherd. All Goods delivered by Shepherd or the manufacturer to the carrier at the agreed shipping point or consigned to the Purchaser in accordance with the Purchaser's instructions or purchase order, will travel totally at Purchaser's risk, and the Purchaser hereby assumes all risk of loss, injury or destruction occurring after the time of such delivery or consignment. No such loss, injury or destruction shall operate in any manner to release the Purchaser from the obligation to pay for such Goods or from any other terms or conditions of this Agreement.

11. DRAWINGS: Any drawings furnished by Shepherd to Purchaser are provided as a service to Purchaser to conceptually illustrate the assembly of Shepherd Goods only. Such drawings are not intended to be fully directive, and do not cover engineering details on Goods not furnished by Shepherd, nor the interconnection of Shepherd Goods to other goods. Since Shepherd does not control job-site assembly or procedures, grade or quality of materials or equipment supplied by other, it is the Purchaser's sole responsibility to integrate Shepherd drawings into composite drawings suitably complete for purposes consistent with safe practice and overall project objectives. In the case of customer designed goods, at Purchaser's request, Shepherd will furnish design drawings for Purchaser's approval prior to any fabrication of custom goods. Shepherd shall not be responsible for any errors in the drawings or in the event of any deviations, changes or alterations to the recommended assembly details described in Shepherd layout drawings.

12. SPECIAL ORDERS: All special orders for Goods not kept in stock are final, and require a 50% deposit at time of order with balance due upon arrival at Shepherd. Returns will not be permitted on special orders.

13. GOVERNING LAW: This addendum and the Credit Agreement are/were entered into in and shall be governed by and interpreted in accordance with the laws of the State of Maryland save its conflict of laws provisions.

14. JURISDICTION, VENUE AND WAIVER OF RIGHT TO JURY TRIAL: Each party (including all guarantors) hereto consents to having all disputes arising out of or related to this Agreement being exclusively resolved within the geographic boundaries of the State of Maryland, whether such resolution takes the form of litigation or some alternative dispute resolution format. In the event litigation is properly initiated, each of the parties hereto agrees that they may be sued in the state or federal courts of the State of Maryland and consents and submits to the jurisdiction and venue of such courts in any such action. If any action related to or arising out of this Agreement is brought in the U.S. District Court for the District of Maryland or is removed to such court from a state court, both parties hereby waive any right they may have to obtain a change of venue to any other federal court. The parties waive any objection to venue and any objection based on a more convenient forum in any action instituted under the Agreement. The parties each further waive their right to a jury trial for any disputes arising out of or related to this Agreement.

IT IS THE INTENT OF THE PARTIES THAT THIS AGREEMENT IS EXECUTED UNDER SEAL TO IMPORT A TWELVE YEAR STATUTE OF LIMITATIONS. THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS THE EXPRESS AUTHORITY TO BIND PURCHASER. THE UNDERSIGNED ALSO AGREES HE/SHE IS AN AUTHORIZED AGENT OF THE COMPANY AND IS AUTHORIZED TO SIGN THIS AGREEMENT.

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Purchaser's Signature

Title

Name (Print)

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Purchaser's Signature

Title

Name (Print)

**SUBMIT FORM**