

CREDIT APPLICATION / BILLING INSTRUCTIONS AND CONTINUING PERSONAL GUARANTY

WARREN DEL CARIBE and their related division, affiliates, tradenames and fictitious names (all collectively referred to herein as "Seller")

Exact Business Name (Purchaser) _____ Requested Credit Line: _____

Street Address _____

Mailing Address _____

Email Address: _____ Cellular Number _____ Other: _____

Business Phone Number (_____) _____ Fax Phone Number (_____) _____

Proprietorship
 Partnership
 Corporation
 Joint Venture
 Non-Profit Org.
 Ltd. Liability Company

Corporate Social Security Number: _____ **Date This Business Started :** _____

Occupational License # _____

Type Of Business _____

Business Property is: Leased, From Whom _____ Owned, By Whom _____

PRINCIPALS, OWNERS, PARTNERS, AND / OR OFFICERS

Name _____ Title _____ Social Security # _____

Home Address _____ Home Phone (_____) _____

Name _____ Title _____ Social Security # _____

Home Address _____ Home Phone (_____) _____

Name _____ Title _____ Social Security # _____

Home Address _____ Home Phone (_____) _____

List Any Other Current Business Names _____

If any of the principals were in business before, please provide business name, location, date, and list the reason for discontinuing:

If any of the principals were involved in bankruptcy proceedings, please provide name (personal or business), location, date and bankruptcy type:

TRADE REFERENCES

List Suppliers where you have an Active Account:

Name	City, State	Account Number	Telephone	Fax
_____	_____	_____	(_____) _____	(_____) _____
_____	_____	_____	(_____) _____	(_____) _____
_____	_____	_____	(_____) _____	(_____) _____
_____	_____	_____	(_____) _____	(_____) _____

BANK REFERENCES

Name	City, State	Account Number	Telephone
_____	_____	_____	(_____) _____
_____	_____	_____	(_____) _____

The undersigned certifies the above information to be true and correct, that it is submitted for the purpose of obtaining credit and agrees to the Terms and Conditions of Sale of Seller on page 2 and any changes to those terms which may occur in the future all of which are herein incorporated by reference. The undersigned further authorizes Seller to request and receive credit reports from credit bureaus and other credit service organizations regarding the undersigned's personal credit for the purpose of investigating the Purchaser's business and its eligibility for commercial credit. The undersigned consents to an investigation into the creditworthiness of the Purchaser.

PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT

Authorized Signature of Purchaser _____
 By: (Print or Type) _____
 Title: _____ Date: _____

SELLER'S USE ONLY

Account Manager _____
 Customer Service Specialist _____
 Branch Name & Number _____
 Price Class _____

TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall mean Warren del Caribe, and also include each division or d/b/a of Sonepar Distribution US, Inc. whether or not specifically identified herein, including but not limited to Warren del Caribe.

All sales made by Seller are subject to these Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Seller's terms and conditions are subject to change upon written notice and all future sales and extension of credit are at the sole discretion of the Seller.

Prices in quotation made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions, when made, are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are subject to any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labour troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's direct and immediate control.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods. All warranty claims shall be made directly to the manufacturer in accordance with the manufacturer's warranty.

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT. PURCHASER, IN ADDITION TO COMPLYING WITH THE MANUFACTURER'S WARRANTY, MUST GIVE SELLER WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

No credit for goods returned by Purchaser shall be given without Seller's prior written authorization. All returns are subject to a restocking charge of not less than 25%. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller's responsibility ceases upon issuance of Bill of Lading. Seller shall not be liable to Purchaser for goods that are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Special order items are considered billable at time of order and are non-returnable. All material shall be shipped/delivered uninsured unless stated otherwise. Any change in quantities or destination may result in a price adjustment by Seller.

Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated, payment terms are Net 30 Days. Payment is due in the form of cash, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. Purchaser agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Purchaser and Seller. The interest rate stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. All payments shall be applied to late fees first, interest second, and principal last.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorney's and paralegal fees, incurred pre-suit, during suit, through trial, after suit, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Seller may assign any cause of action that Seller may have against Purchaser to Warren del Caribe or any affiliate thereof without the consent of Purchaser. To the extent Seller agrees to release a lien or waive bond rights, this does not constitute a waiver or release of Seller's rights or claims in contract, tort or equity. All releases are expressly contingent upon receipt of good funds in-hand-paid to Seller.

Purchaser waives any and all privileges and rights that Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought as a result of the account or business relationship between Purchaser and Seller shall be brought in the venue of the state where monies are due to Seller or, at the election of the Seller, where Purchaser is located, including, but not limited to Puerto Rico.

If Purchaser fails to comply with these Terms and Conditions of Sale or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

