

PRIORITY WIRE & CABLE, INC.

CREDIT APPLICATION AND PURCHASE AGREEMENT

BUSINESS NAME: _____ (“PURCHASER”)

STREET ADDRESS: _____ CITY: _____

MAILING ADDRESS: _____

PROVINCIAL SALES TAX VENDOR #: _____ REASON FOR EXEMPTION: _____

TELEPHONE#: _____ FAX # _____

CHECK ONE: _____ SOLE PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____ OTHER

IF OTHER, PLEASE EXPLAIN: _____

THE OWNERS OR PRINCIPAL STOCKHOLDERS OF THE COMPANY ARE:

NAME _____ NAME _____ NAME _____

TITLE _____ TITLE _____ TITLE _____

PHONE # _____ PHONE # _____ PHONE # _____

THE OFFICERS OF THE COMPANY ARE:

NAME _____ NAME _____ NAME _____

TITLE _____ TITLE _____ TITLE _____

PHONE # _____ PHONE # _____ PHONE # _____

DATE BUSINESS BEGAN: _____ GROSS ANNUAL SALES (last two years): _____

PLEASE FURNISH FOUR CREDIT REFERENCES (INCLUDING PRIMARY BANK INFORMATION):

1. BANK NAME: _____ TELEPHONE #: (____) _____

CONTACT: _____ FAX #: (____) _____

LENGTH OF RELATIONSHIP WITH CREDITOR: _____ ACCOUNT NUMBER: _____

2. NAME: _____ TELEPHONE #: (____) _____

CONTACT: _____ FAX #: (____) _____

LENGTH OF RELATIONSHIP WITH CREDITOR: _____

3. NAME: _____ TELEPHONE #: (____) _____

CONTACT: _____ FAX #: (____) _____

LENGTH OF RELATIONSHIP WITH CREDITOR: _____

4. NAME: _____ TELEPHONE #: (____) _____

CONTACT: _____ FAX #: (____) _____

LENGTH OF RELATIONSHIP WITH CREDITOR: _____

ALL CREDIT REFERENCES ARE SPECIFICALLY AUTHORIZED TO PROVIDE CREDIT AND ACCOUNT INFORMATION TO PRIORITY WIRE & CABLE, INC. THE UNDERSIGNED REPRESENTS AND VERIFIES THAT THE INFORMATION CONTAINED IN THIS CREDIT APPLICATION AND PURCHASE AGREEMENT IS TRUE AND CORRECT AND THAT HE/SHE HAS THE AUTHORITY TO EXECUTE THIS CREDIT APPLICATION AND PURCHASE AGREEMENT.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

TERMS AND CONDITIONS

PURCHASER HEREBY AGREES THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. ALL AMOUNTS DUE FOR GOODS AND SERVICES PURCHASED FROM PRIORITY WIRE & CABLE, INC., ARE PAYABLE AT P.O. BOX 398, NORTH LITTLE ROCK, AR 72115, NO LATER THAN THE DUE DATE SPECIFIED ON THE INVOICE. (NORMALLY 30 DAYS) FOLLOWING THE DATE OF PURCHASE. SPECIAL ORDERS AND NON-STOCK ITEMS WILL REQUIRE A DEPOSIT AND/OR PAYMENT IN FULL PRIOR TO DELIVERY.
2. PURCHASER SHALL PAY ALL AMOUNTS OF GST/HST INVOICED CONCURRENTLY WITH THE AMOUNTS DUE FOR GOODS AND SERVICES PURCHASED. **PRIORITY WIRE & CABLE, INC.'S GST/HST REGISTRATION NUMBER IS: 81285 3869 RT0001.** PURCHASER SHALL, WHERE REQUIRED, SELF-ASSESS AND REMIT ANY ADDITIONAL AMOUNTS OF GST/HST OR QST NOT INVOICED BY PRIORITY WIRE & CABLE, INC. IF PURCHASER CLAIMS EXEMPTION FROM PROVINCIAL SALES TAX IN MANITOBA, SASKATCHEWAN OR PRINCE EDWARD ISLAND, PURCHASER MUST INDICATE ITS VENDOR PERMIT NUMBER ON THIS PURCHASE AGREEMENT.
3. PURCHASER SHALL PAY, IN THE EVENT ITS ACCOUNT BECOMES DELINQUENT AND IS TURNED OVER TO AN AGENT FOR COLLECTION, REASONABLE AGENT'S FEES PLUS ALL COURT COSTS AND COLLECTION COSTS.
4. THE GOODS AND/OR SERVICES PURCHASED FROM PRIORITY WIRE & CABLE, INC. ARE NOT PAYABLE IN INSTALLMENTS BUT ARE PAYABLE IN FULL AS STATED HEREIN. ALL LATE PAYMENTS ARE SUBJECT TO INTEREST CHARGES UP TO 12% PER ANNUM.
5. THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS. PURCHASER IRREVOCABLY SUBMITS AND ATTORNS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ARKANSAS WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR RELATED TO THIS AGREEMENT.
6. THE TITLE TO GOODS PURCHASED WILL PASS TO PURCHASER UPON RECEIPT OF THE GOODS. GOODS AND/OR SERVICES PURCHASED FROM PRIORITY WIRE & CABLE, INC. WILL MEET THE APPLICABLE PRODUCT SPECIFICATIONS MADE AVAILABLE TO PURCHASER [**UPON REQUEST**]. PRIORITY WIRE & CABLE, INC. DISCLAIMS ANY OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE LIABILITY OF PRIORITY WIRE & CABLE, INC. SHALL BE LIMITED IN ALL CASES TO THE VALUE OF THE GOODS AND/OR SERVICES PURCHASED.
7. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE GOODS AND SERVICES ARE SOLD TO PURCHASER IN RELIANCE ON THE INFORMATION PROVIDED HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES AND CONFIRMS THAT HE/SHE HAS THE EXPRESS AND ACTUAL AUTHORITY TO EXECUTE THIS CREDIT APPLICATION AND PURCHASE AGREEMENT ON BEHALF OF PURCHASER.

SIGNED: _____ DATE: _____
NAME (Print): _____ TITLE: _____

SIGNED: _____ DATE: _____
NAME (Print): _____ TITLE: _____

PERSONAL GUARANTEE

WE, THE UNDERSIGNED, DO HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE THE PAYMENT OF ALL SUMS AS THEY MAY BECOME DUE ON THE ABOVE ACCOUNT AND FURTHER PERSONALLY GUARANTEE THE ABOVE PURCHASER'S FULL PERFORMANCE OF ALL PURCHASES ON SAID ACCOUNT. WE FURTHER PERSONALLY GUARANTEE THE PAYMENT OF ANY LOSS, EXPENSE (INCLUDING LEGAL FEES) AND/OR LIABILITY SUSTAINED BY PRIORITY WIRE & CABLE, INC. BY REASON OF, OR RELATED TO, THE ABOVE PURCHASER'S FAILURE TO PERFORM OR TO PAY WHEN DUE THE CHARGES INCURRED IN ACCORDANCE WITH THE ABOVE AGREEMENT. PRIORITY WIRE & CABLE, INC. SHALL NOT BE REQUIRED TO, AND THE UNDERSIGNED HEREBY WAIVE ANY AND ALL RIGHTS TO REQUIRE, PRIORITY WIRE & CABLE, INC. TO PROSECUTE OR SEEK TO ENFORCE ANY REMEDIES AGAINST THE PURCHASER OR ANY OTHER PARTY LIABLE TO PRIORITY WIRE & CABLE, INC. FOR PAYMENT OF THIS ACCOUNT. THE UNDERSIGNED RECOGNIZE AND ACKNOWLEDGE THAT THE PURCHASER IS BEING EXTENDED CREDIT SOLELY UPON THE CONDITION OF THE EXECUTION OF THIS GUARANTEE AND THAT SAID EXTENSION OF CREDIT CONSTITUTES SUFFICIENT CONSIDERATION FOR THE ENFORCEMENT OF THIS GUARANTEE.

THIS GUARANTEE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS. THE UNDERSIGNED IRREVOCABLY SUBMIT AND ATTORN TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ARKANSAS WITH RESPECT TO ANY MATTER ARISING UNDER THIS PERSONAL GUARANTEE OR RELATED TO THIS PERSONAL GUARANTEE.

SIGNED: _____ DATE: _____
NAME (Print): _____ TITLE: _____

SIGNED: _____ DATE: _____

NAME (Print): _____ TITLE: _____