

**PRIORITY WIRE & CABLE, INC.**

**CREDIT APPLICATION AND PURCHASE AGREEMENT**

BUSINESS NAME: \_\_\_\_\_ (“PURCHASER”)

STREET ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

SALES TAX EXEMPTION: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL \_\_\_\_\_

CHECK ONE: \_\_\_\_\_ SOLE PROPRIETORSHIP \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION \_\_\_\_\_ LLC \_\_\_\_\_ 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: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

LENGTH OF RELATIONSHIP WITH CREDITOR: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

2. NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

LENGTH OF RELATIONSHIP WITH CREDITOR: \_\_\_\_\_

3. NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

LENGTH OF RELATIONSHIP WITH CREDITOR: \_\_\_\_\_

4. NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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, ARKANSAS 72115, NO LATER THAN THE DUE DATE SPECIFIED ON YOUR INVOICE (NORMALLY 30 DAYS FOLLOWING 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, IN THE EVENT ITS ACCOUNT BECOMES DELINQUENT AND IS TURNED OVER TO AN ATTORNEY FOR COLLECTION, REASONABLE ATTORNEY'S FEES PLUS ALL COURT COSTS AND ATTENDANT COLLECTION COSTS.
3. 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 FINANCE CHARGES UP TO THE MAXIMUM ALLOWED BY LAW.
4. PRIORITY WIRE & CABLE, INC. ("PRIORITY WIRE") WARRANTS THAT, UNLESS OTHERWISE AGREED IN WRITING, ALL PRODUCTS SOLD TO PURCHASER ("PRODUCTS") WILL MEET THE EXPRESS WRITTEN SPECIFICATIONS (IF ANY) IN THE APPLICABLE PURCHASE ORDER AND WILL BE FREE FROM DEFECTS THAT ADVERSELY AFFECT THE PERFORMANCE OF THE PRODUCTS. PURCHASER ACKNOWLEDGES AND AGREES THAT THE EXPRESS LIMITED WARRANTIES ARE THE ONLY REPRESENTATIONS, WARRANTIES (EXPRESS OR IMPLIED) OR PROMISES MADE BY PRIORITY WIRE WITH RESPECT TO ANY PRODUCTS. PRIORITY WIRE WILL REPAIR OR REPLACE DEFECTIVE PRODUCTS FOR THE LENGTH OF TIME WARRANTED BY THE MANUFACTURER OF THE PRODUCTS. SINCE THE LENGTH OF THE WARRANTY WILL VARY FROM PRODUCT TO PRODUCT, IF THE PURCHASER WANTS CONFIRMATION OF THE WARRANTY TERM THEN PURCHASER SHOULD REQUEST THE LENGTH OF THE WARRANTY FROM PRIORITY WIRE AT THE TIME OF PURCHASE AND SECURE A RESPONSE FROM PRIORITY WIRE IN WRITING (AS A VERBAL RESPONSE WILL NOT BE ENFORCEABLE). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF PRIORITY WIRE FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE PRODUCTS. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, PURCHASER HEREBY WAIVES ANY AND ALL, AND AGREES THAT IT WILL NOT ASSERT, SEEK, RECOVER OR RETAIN ANY, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO DENIAL OR MODIFICATION OF ANY ORDER, DELAY IN SHIPMENT, LOST PROFITS, LOSS OF USE OR OTHER EVENT. PRIORITY WIRE SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ARISING FROM A COURSE OF DEALING OR USAGE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT SHALL THE TOTAL LIABILITY OF PRIORITY WIRE EXCEED THE TOTAL CONTRACT PURCHASE PRICE OF THE PRODUCTS. ANY UNAUTHORIZED MODIFICATION, OR ANY UNAUTHORIZED, FAULTY OR INSUFFICIENT INSTALLATION OR MAINTENANCE, OR ANY MISUSE OR ABUSE OF THE PRODUCTS VOIDS EACH AND EVERY APPLICABLE WARRANTY.
5. THIS PURCHASE AGREEMENT IS PERFORMABLE IN LITTLE ROCK, PULASKI COUNTY, ARKANSAS. THE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS. PURCHASER CONSENTS AND AGREES THAT PRIORITY WIRE MAY MAINTAIN ANY SUIT TO ENFORCE THIS PURCHASE AGREEMENT OR TO COLLECT ANY DEBT OWED TO PRIORITY WIRE IN ANY COURT IN PULASKI COUNTY, ARKANSAS WHICH HAS SUBJECT MATTER JURISDICTION, AND THE PURCHASER EXPRESSLY CONSENTS AND SUBMITS TO THE JURISDICTION, AND WAIVES ANY OBJECTION TO VENUE OR PERSONAL JURISDICTION, OF ANY SUCH COURT.
6. 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 ATTORNEY'S FEES) AND/OR LIABILITY SUSTAINED BY PRIORITY WIRE 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 SHALL NOT BE REQUIRED TO, AND THE UNDERSIGNED HEREBY WAIVE ANY AND ALL RIGHTS TO REQUIRE, PRIORITY WIRE TO PROSECUTE OR SEEK TO ENFORCE ANY REMEDIES AGAINST THE PURCHASER OR ANY OTHER PARTY LIABLE TO PRIORITY WIRE 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 IS PERFORMABLE IN PULASKI COUNTY, ARKANSAS, AND GUARANTOR CONSENTS AND AGREES THAT PRIORITY WIRE MAY MAINTAIN ANY SUIT TO ENFORCE THIS GUARANTEE, IN ANY COURT LOCATED AND SITTING IN PULASKI COUNTY, ARKANSAS WHICH HAS SUBJECT MATTER JURISDICTION AND GUARANTOR EXPRESSLY CONSENTS AND SUBMITS TO THE JURISDICTION, AND WAIVES ANY OBJECTION TO PERSONAL JURISDICTION OR VENUE, OF ANY SUCH COURT.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_

TITLE: \_\_\_\_\_