

PRIORITY WIRE & CABLE, INC.

CREDIT APPLICATION AND PURCHASE AGREEMENT

BUSINESS NAME: _____ (“PURCHASER”)

STREET ADDRESS: _____ CITY: _____

MAILING ADDRESS: _____

SALES TAX EXEMPTION #: _____ TELEPHONE#: _____

FAX # _____

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: _____ 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, 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. 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 & CABLE, INC. MAY MAINTAIN ANY SUIT TO ENFORCE THIS PURCHASE AGREEMENT OR TO COLLECT ANY DEBT OWED TO PRIORITY WIRE & CABLE, INC. 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.
5. 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 & 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 IS PERFORMABLE IN PULASKI COUNTY, ARKANSAS, AND GUARANTOR CONSENTS AND AGREES THAT PRIORITY WIRE & CABLE, INC. 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: _____