



# Bell Electrical Supply, Inc.

316 Mathew Street  
Santa Clara, CA 95050

(408) 727-2355 Phone  
(408) 748-0376 Fax

*Quality ■ Service ■ Innovation*

## APPLICATION FOR CREDIT

Business or Corporate Name	Type of Business: <input type="radio"/> Corporation <input type="radio"/> Sole Proprietor <input type="radio"/> Partnership		Application Date
Street Address of Business	Contractor License Number		Federal ID Number
City, State, Zip	Type of Business	Years in Business	Statement <input type="radio"/> Yes <input type="radio"/> No
Billing Address (Street or PO Box)	Phone Number(s)	Fax Number	PO Required? <input type="radio"/> Yes <input type="radio"/> No
City, State, Zip	Material for Resale? <input type="radio"/> Yes <input type="radio"/> No	If Yes, please attach a resale certificate	* Tax will be charged without valid Resale certificate.
Bonding Co. Name	Bond Expiration Date	Method of Invoicing <input type="radio"/> Fax <input type="radio"/> E-Mail <input type="radio"/> Std. Mail	

**(OFFICERS – If applicant is a Corporation) (Owners – If applicant is a Sole Proprietorship or a Partnership)**

Name	Title	Soc. Sec. No.	Home Address	Home Phone

**Bank Information**

Name of Bank	Branch	Account No.	Contact's Name

**Trade References**

Reference Name	Address	City, State, Zip	Fax No.

**TERMS OF SALE**

"STANDARD TERMS AND CONDITIONS OF SALE (Doc# TCB01)" APPEAR ON THE REVERSE SIDE (PRINT) OR SECOND PAGE (WEB) OF THIS APPLICATION. It is agreed that sales of product by Bell Electrical Supply, Inc. will be based on these terms and conditions. The undersigned certifies the information above to be correct, that it is submitted for the purpose of obtaining credit, and agrees to send to Bell Electrical Supply, Inc., written notice by certified mail of any changes in ownership from the applicant's business within five days of such changes. Applicant certifies by signing this application, that the business is not insolvent, give authorization to contact the references listed above for credit information, to obtain any information necessary from any source concerning the statements in this application, and agrees that credit information may be given to other trade sources as a normal course of business.

**PAYMENTS ARE DUE IN SANTA CLARA**

Authorized Signature	Title	Date
Print Name		



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### TERMS AND CONDITIONS OF SALE

1. All sales are expressly conditional on Buyer's agreement to the terms and conditions on the front and back of this form. Any order or statement of intent to purchase any goods from Bell Electrical Supply, Inc. which is hereafter referred to as "Seller;" or any direction to proceed with engineering, procurement, manufacture or shipment of any said goods; or acceptance of all or part of such goods; or payment of all or part of such goods shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Payment terms are Net 30.
3. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by Seller prior to any acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes; and where applicable, such taxes shall be billed as a separate item and paid by the Buyer. Seller reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations only; any increase or decrease in quantities is solely at the option of the Seller. Seller assumes no responsibility for quoted materials meeting any job specifications or requirements unless specifically so stated in its written quotation. Seller is merely quoting its interpretation of Buyer's requirements and bill of material
4. As to goods delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damage shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Seller.
5. Shipping dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
6. Goods sold by Seller are the products of reputable manufacturers. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in this paragraph. NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Seller shall not, under any circumstance, be liable, for any labor charges without the prior written consent of Seller. Seller shall not in any circumstance be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, or tort (including negligence) or other grounds.
8. No goods will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a restocking charge. Manufacturers restocking charges will apply when material has to be returned to manufacturer. Goods will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All material returned to Seller without prior authorization shall be considered Buyer's property and subject to disposal within 30 days without credit to Buyer if material does not meet return criteria outlined above. All goods claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. Since the products sold by Seller are not manufactured by Seller, but are sold under its respective manufacturer's brand or trade names, Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by Buyer of any claim of patent infringement with respect to any product sold hereunder, use its best efforts to secure for the Buyer such indemnity right as manufacturer may customarily give with respect to such product.
11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
12. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial payment or other adequate assurance of performance before manufacture or shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants Seller a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
13. Orders may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
14. Payment of goods shall be made at Seller's location: Santa Clara, Santa Clara County, California. In the event Buyer does not pay when due, Buyer agrees to pay a service charge on all past due amount, at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law for sale of goods on credit, whichever is lower. Any partial payments on overdue accounts shall be applied first to service charges, then to the remaining principal balance.
15. If it is necessary for Seller to institute legal proceedings against Buyer to enforce any of the terms of Contracts of Sale, Seller shall be entitled to recover from Buyer its reasonable attorney fees and court costs.

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**PERSONAL GUARANTEE**

For Our Contractor Customers Only

In consideration for **Bell Electrical Supply, Inc.** extending credit to the business identified below for any materials and/or services after this date at the request of applicants or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed to **Bell Electrical Supply, Inc.** by the business identified below whether said sums are due under open account, contract or otherwise.

It is understood and agreed that credit, if extended is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between **Bell Electrical Supply, Inc.** and the business. **Bell Electrical Supply, Inc.** shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the undersigned waives demand, notice of default and any extension of time or any other forbearance which may be extended by **Bell Electrical Supply, Inc.**

The guaranty shall continue in force until notice in writing sent by registered or certified mail, return receipt requested is received by **Bell Electrical Supply, Inc.** Said notice shall specify the date on which this guaranty is to be terminated; said date not to be less than seven days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
(Name of person guaranteeing payment, NO TITLE)

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ SS#: \_\_\_\_\_

Signature of person guaranteeing payment: \_\_\_\_\_

Name of Business whose account is guaranteed: \_\_\_\_\_

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California – Blanket Certificate of Resale

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Address of Purchaser

I hereby certify, that I hold valid seller's permit number \_\_\_\_\_  
issued pursuant to the sales and use tax law;

That I am engaged in the business of selling \_\_\_\_\_  
\_\_\_\_\_

That the tangible personal property described herein which I shall purchase from Bell Electrical Supply, Inc. will be resold by me in the form of tangible personal property; provided, however that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sales in the regular course of business, it is understood that I am required by the sales and use tax law to report and pay for the tax, measured by the purchase price of such property.

Description or property to be purchased: Electrical Parts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser or Authorized Agent

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Title