CREDIT APPLICATION

RETURN TO:
P.O. BOX 352377
TOLEDO OH 43635
PH: 419-537-1818
FAX: 419-537-6627

The company described below ("Applicant") hereby applies to Gross Electric, Inc. for the extension of credit in connection with purchases from Gross Electric, Inc. Applicant must complete entire application in order to be considered for a credit account.

1.) Full legal name of business _____

2.) Billing address _____City/State/Zip_____

3.) Physical Address _____City/State/Zip_____

4.) Business phone _____Business Fax _____

5.) Type of Entity: Corp _____ LLC _____ Partnership _____Sole Prop _____ Other _____

6.) Type of business: _____ (classification codes on back)

7.) Federal Tax ID # _____ Date Business Commenced_____

8.) Resale Certificate #_____If exempt, please send form.

9.) What types of products do you intend to purchase from us? _____

10.) Would you prefer invoices by Fax _____ Mailed _____ By email _____

11.) Do you require a P.O.? Yes_____No_____ 12.) Amount of credit desired _____

13.) Names of any authorized purchasers that are able to use this account. Please list names of authorized.

_____ _____ _____ _____

14.) **If corporation, name of President (Must be completed entirely)**:_____

Address _____City/State/Zip_____
If a limited liability company (L.L.C) please provide all member names, and home address.

(A) Name: _____

Address: _____City/State/Zip_____

(B) Name: _____

Address: _____City/State/Zip _____

If Partnership: for all general partners provide name and home address. (Must be completed entirely)

(A) Name: _____

Address: _____City/State/Zip_____

(B) Name: _____

Address: _____City/State/Zip _____

If sole proprietorship, please provide owners name and home address. (Must be completed entirely.)

Name: _____

Address: _____City/State/Zip_____

Please identify a financial institution, where the Applicant currently maintains an account and which may be contacted for references by Gross Electric, Inc.

Name of financial institution: _____

Address of financial institution: _____

Telephone # of financial institution: _____

Type of account(s): _____

Account number(s): _____

Please identify three businesses, which are currently providing credit to the Applicant, and which may be contacted for references by Gross Electric, Inc.

Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
City, State, ZIP _____	City, State, ZIP _____	City, State, ZIP _____
Telephone # _____	Telephone # _____	Telephone # _____
Fax # _____	Fax # _____	Fax # _____
Account# _____	Account # _____	Account # _____

Gross Electric customer classification codes

A	Electrical Wholesalers
B	Builders
C	Government, University, Library
D	Hotels, Motels and other lodging places
E	Hospitals
F	Churches
G	Charitable and Non-Profit, Labor Organizations
H	Industrial and Manufacturing
I	Agriculture (Forestry and Fishing)
J	All Retail Trade (Including eating and drinking places)
K	Retail Hardware (Home Centers, Lumber Dealers)
L	Remodeling
M	Commercial, Industrial, and General Contractors
N	Transportation and Warehousing
O	Plumbing, Heating and Air Conditioning Contractors
P	Finance and Insurance
Q	Real Estate (Property Management, Condo Mgmt, Property owners, Developers, Lessors, Trailer Parks)
R	Electrical Contractors
T	Other Sub-Contractors (not Electric, HVAC or Builders including cabinet shops)
T1	Kitchen and Bath
T2	Landscaping
U	Services (Doctors, Dentists, Law Firms, Accountants, Advertising, Theaters, Recreation, Medical Labs, Nursing Homes, Funeral Homes)
V	Utilities (Electricity, Gas, Water)
W	Communications (Phone, Radio, TV Stations, Cablevision, Alarm Companies, Security Firms)
Y	Interior Designers
Z	Sign Companies

TERMS AND CONDITIONS

In consideration of any credit that may be extended to applicant by Gross Electric, Inc. Applicant hereby agrees to the following:

A.) If Gross Electric Inc extends any credit to Applicant, all such amounts owed will be due and payable pursuant to Gross Electric invoice terms, which are NET 30. Any amount that is not paid when due shall bear service charges calculated at the rate of two percent (2%) per month until balance is paid in full.

B.) Minimum charge is $15.00 per order

C.) Security Interest: Applicant grants Gross Electric a security interest in all goods purchased from it by applicant until paid.

D.) **DISCLAIMER OF WARRANTY: Gross Electric, Inc. disclaims all express or implied warranties including, without limitation , any implied warranty of merchantability, fitness for a particular purpose, satisfactory quality, accuracy of informational content, or arising from a course of dealing, law, usage or trade practice, are hereby excluded to the extent allowed by applicable law and are expressly disclaimed.**
This warranty statement (together with the Liability Limitations stated below) sets forth the extent of the liability of Gross Electric for breach of any warranty or deficiency in connection with the sale or use of products purchases from Gross Electric.

E.) **LIABILITY LIMITATIONS:** Under no circumstance shall Gross Electric be liable for consequential or incidental damages of any nature (whether based on contract or tort) including, but not limited to, loss of profits, loss of production, delays or expense, and the liability of Gross Electric shall not, under any other circumstance, exceed the purchase price of the products furnished.

F.) Applicant agrees to indemnify and hold Gross Electric harmless from and against any and all loss, cost, damage liability, and expense (including without limitation reasonable attorney fees) which Gross Electric may suffer or incur as a result of any failure by Applicant to pay to Gross Electric any amount when due.

The undersigned states that he/she is duly authorized to apply for credit with Gross Electric, Inc. on behalf of the Applicant; that the information set forth herein is correct to the best of his/her knowledge, information and belief; and that he/she has read the foregoing terms and conditions, understands that they are material to Gross Electric, Inc's credit decision, and agrees to such terms on behalf of the Applicant.

Applicant signature: _____

Title: _____

PERSONAL GUARANTY OF PAYMENT

As a direct inducement to Gross Electric, Inc. to extend credit to _____. Hereinafter referred to as "Applicant," each of the undersigned hereby unconditionally, and irrevocably guaranties, jointly and severally, the payment of any and all amounts now or at any time hereafter owed by Applicant to Gross Electric, Inc., including without limitation, all costs and expenses incurred by Gross Electric, Inc., including its reasonable attorney's fees, in endeavoring to collect such indebtedness and in enforcing this Guaranty. The parties to this Guaranty agree that the law of the State of Ohio shall govern its terms, and any legal action brought under or related to this Guaranty shall be filed in any court of competent jurisdiction in Lucas County, Ohio.

Each of the undersigned agrees that this Guaranty shall be directly enforceable against him or her without first resorting to Applicant or exhausting remedies against it, and any indulgences, forbearances or extensions of credit or time of payment shall not in any way release any of the undersigned from liability hereunder. This is an absolute and continuing Guaranty. Any notice of revocation by any guarantor hereunder must be in writing and delivered to Gross Electric, Inc., PO BOX 352377, Toledo, Ohio 43635-2377, via mode of delivery evidencing receipt.

The undersigned waives any and all notices to which he or she may be entitled, including without limitation demand notice of any extension of credit to Applicant, and notice of any indulgences, forbearances or extensions of time of payment which may be granted to Applicant.

THIS GUARANTY IS INTENDED BY THE SIGNER TO BE PERSONAL AND NOT LIMITED TO HIS/HER CAPACITY WITH THE APPLICANT

(A) Individual's printed name: _____

(B) Signature: _____ Date _____

(C) Home address: _____

(D) Home phone: _____ Social Security Number: _____