

R&R
SUPPLY COMPANY, INC.
ELECTRICAL SUPPLIES

To Whom It May Concern:

Re; Credit Application and Contract

Thank you for your interest in opening an account with R&R Supply Co., Inc., I am attaching a Credit Application and Contract as you requested. Please fill in all information promptly to avoid any delay in processing your application. All documents must be signed by an owner or an authorized officer. You can save this application and email it to donr@randrsupply.com and it will be acceptable for processing, however the original copy must be returned to me prior to the release of any orders.

Thank you again for your interest in R&R Supply, we look forward to servicing your needs. If I can be of any assistance, please feel free to contact me.

R&R Supply Co., Inc.

Don Reynolds

R&R Supply Co., Inc.

Credit Application and Contract

Legal Name of Business or Individual _____

FEIN _____ DUNS Number _____

Billing Address: _____ Street _____ Shipping Address: _____ Street _____

_____ City _____

_____ City _____

_____ State _____ Zip _____

_____ State _____ Zip _____

Phone: (____) _____ - _____ Fax: (____) _____ - _____ Billing Contact: _____

Invoice Delivery: __ Mail __ Fax __ E-mail _____ E-Mail _____

Is your street address located inside city limits? __yes __no County _____

Will you have purchases that are tax exempt? __yes __no **If yes, please complete attached sales tax exemption certificate**

Check One: __ Corporation __ L.L.C. __ Partnership __ Individual __ government __ other: _____
Please Specify

Date business started: _____ Do you require purchase orders? __yes __no Number of Employees at this location _____

Estimated monthly purchases \$ _____. **Please attach copy of most recent financial statement.**

Type of business and work performed _____

Have you ever filed bankruptcy? __yes __no, Owner/Officer's __yes __no Are you now or have you ever been involved in a lawsuit? __yes __no If yes, please explain _____

Name and address of bonding company _____

Your bank: _____
Name Contact Person Phone Number Fax Number

How did you hear about us? __ Referred by _____ __ R&R Salesperson __ Website __ Advertisement __ other

Trade References:				
Name	Address	Account Number	Phone	Fax

Full Names of Officers, Partners, Members or owners.

Name	Title	Street Address	City	County	State	Zip	Social Security Number
Name	Title	Street Address	City	County	State	Zip	Social Security Number
Name	Title	Street Address	City	County	State	Zip	Social Security Number
Name	Title	Street Address	City	County	State	Zip	Social Security Number

Authorization to check credit

The undersigned hereby consent(s) to R&R Supply Co., Inc. use of a consumer credit report in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and or guarantor(s) in connection with the extension of credit as contemplated by this credit application. The undersigned hereby authorize(s) R&R Supply Co., Inc. to utilize a consumer credit report from time to time in connection with the extension or continuation of the credit represented by the credit application and contract. The undersigned as (an) authorized officer or member of a corporation as well (an) individual(s) herby knowingly consent to the use of such credit report.

_____ Name of Company Business	_____ Signature and Title	_____ Date
_____ Signature and Title	_____ Signature and Title	_____ Date

Personal Guaranty

To: R&R Supply Co., Inc.

The undersigned request R&R Supply Co., Inc. to extend credit to or otherwise do business with _____
Legal Name of Business or individual

as listed on this application and contract, hereinafter called the "Applicant" To induce R&R Supply Co., Inc. to grant Applicant an open account and in consideration thereof, I (we) personally and unconditionally guarantees to R&R Supply Co., Inc. the payment of all of the applicant's present and future obligations to R&R Supply Co., Inc. I (we) personally and unconditionally guarantee(s) to pay on demand all sums due and that become due to R&R Supply Co., Inc. from the Applicant and all losses, attorney's fees and all costs of collections. R&R Supply Co., Inc. may proceed to collect all sums that are or that become due, or any part thereof from the undersigned without R&R Supply Co., Inc. first exercising any of its rights against the applicant or any collateral, the undersigned hereby waiving any right to require R&R Supply Co., Inc. to pursue the Applicant or any collateral before enforcing the obligations of the undersigned. If Applicant is not a corporation or a limited liability company (LLC) at the time this guaranty is executed, but Applicant subsequently incorporates or forms a LLC, with or without the knowledge or consent of R&R Supply Co., Inc., the undersigned shall be jointly and severally liable to R&R Supply Co., Inc. for any indebtedness incurred by or transferred to such corporation or LLC. No termination of this guaranty shall be effected by the death of any or all of us. This guaranty may not be terminated except by notice sent to R&R Supply Co., Inc. by registered mail naming a termination date effective no less than thirty (30) days after receipt of such notice by R&R Supply Co., Inc. No termination shall affect indebtedness and obligations arising from agreements or arrangements made prior to an effective termination date. I (we) waive notice of acceptance hereof and waive presentment, demand notice of dishonor, protest and nonpayment as to any note obligation signed, accepted, endorsed, or assigned to R&R Supply Co., Inc. by the applicant, and all exemptions, demands and notices required by law. Guarantor(s) agree that venue for any legal proceedings to collect on this account will be in the city and county of Montgomery, Alabama. This guaranty is a joint and several obligation on the part of the undersigned and shall bind our respective heirs, administrator, personal representatives, successors and assigns and shall insure to R&R Supply Co., Inc.'s successors and assigns, including, but not limited to any party to whom R&R Supply Co., Inc. may assign any item or account. We hereby waive notice of any such assignment. All of R&R Supply Co. Inc.'s rights are cumulative and not alternative.

Witness our hands and seals, this _____ day of _____, _____.
Month Year

DO NOT USE TITLE OR AFFIX CORPORATE SEAL • CO-OWNERS OF JOINTLY HELD PROPERTY MAY BE REQUIRED TO SIGN

_____ Guarantor's Signature (personally)	_____ Social Security Number	_____ Street Address	_____ City	_____ County	_____ State	_____ Zip
_____ Guarantor's Signature (personally)	_____ Social Security Number	_____ Street Address	_____ City	_____ County	_____ State	_____ Zip
_____ Guarantor's Signature (personally)	_____ Social Security Number	_____ Street Address	_____ City	_____ County	_____ State	_____ Zip

Terms And Conditions of Sale

1. All Prices are F.O.B shipping point unless otherwise specified. All prices are subject to change without notice unless R&R Supply Co., Inc. has guaranteed price protection in writing.
2. Any tax including, but not limited to sales, use, and excise taxes on the sale or use of merchandise sold by R&R Supply Co., Inc. must be paid by Applicant and will be added to the amount due from each sale. R&R Supply Co., Inc. will except sales tax exemption certificates and exclude appropriate sales and use taxes from the invoice provided that (1) Applicant provides R&R Supply Co., Inc. with a sales tax exemption certificate issued by the state that charges the particular tax in question, (2) Applicants purchase is to be used for the same purpose the exemption certificate was granted by the state, (3) the name on the exemption certificate is Applicants current legal name, and (4) the exemption certificate has not expired. A request by Applicant for an exemption fro tax constitutes Applicants warranty that the exemption is justified and Applicant promises to indemnify R&R Supply Co., Inc. against all claims, liabilities, interest, and penalties, including reasonable attorney's fees that result from any attempt by a state or local tax authority to collect from R&R Supply Co., Inc. taxes which R&R Supply Co., Inc. did not charge and receive from Applicant.
3. All shipping dates that are quoted are approximate and dependent upon all necessary information by R&R Supply Co., Inc. R&R Supply Co., Inc. shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts, and for other causes beyond its reasonable control, and R&R Supply Co., Inc. shall not be liable for incidental or consequential damages arriving from late delivery.
4. All invoices are due upon receipt of an invoice. If a monthly billing statement is not paid in full by the 25th day of the following month the date on the billing statement, all unpaid amounts shown on such statement will be past due and the account will be in default. All amounts that are past due will be assessed a monthly service charge at the rate of twenty-four per-cent (24%) per annum. Payments will be applied first to unpaid service charges. R&R Supply Co., Inc. shall also be entitled to all costs of collection including court costs and attorneys fees in the default of purchaser.
5. The person(s) signing the credit application and contract certify that all of the information contained in this application and any attachment(s) is/are true and correct to the best of their knowledge and belief.
6. R&R Supply Co., Inc. makes no warranties of merchantability or fitness for a particular purpose or other warranties of quality, whether express or implied except of title. Any warranty extended to the purchaser is that of the manufacturer and not R&R Supply Co., Inc.
7. These terms and conditions shall apply to and govern all purchases of goods by the Applicant from R&R Supply Co., Inc. Terms or conditions or purchase orders and/or contracts different from the terms of R&R Supply Co., Inc. will become a part of any sales agreement, purchase order, or other document(S) unless specifically approved in a separate writing by R&R Supply Co., Inc.
8. R&R Supply Co., Inc. shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of customers of purchaser for service interruptions. Any remedy of purchaser shall be with respect to any warranty extended by the manufacturer. The remedy of the purchaser set forth herein is exclusive, and liability of R&R Supply Co., Inc. with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the sale, delivery, resale, installation or use of any goods sold, whether arising out of any contract, negligence, strict tort, or any other warranty or otherwise, shall not exceed the price of the goods upon which such liability is based.
9. Applicant shall be responsible for all expenses and charges incurred by or assessed against R&R Supply Co., Inc. as a result of Applicant's cancellation of any order placed with R&R Supply Co.
10. Applicant agrees that any disputes concerning this contract in the default by Applicant or any other reason will be resolved with Montgomery, Alabama being the county of venue and jurisdiction.
11. Applicant agrees that failure by R&R Supply Co., Inc. to exercise any of its rights under this agreement shall not be deemed a waiver of such rights.

Returned Goods Policy

12. R&R Supply Co., Inc. will issue full credit for material returned that meets the following conditions:
 - A. Material must be returned within 30 days of invoice date.
 - B. Material must be a currently stocked item of R&R Supply Co., Inc. and within reason of R&R Supply Co., Inc.'s normal stock quantity.
 - C. Material must be in new and in resalable condition as determined by an R&R Supply Co., Inc. representative.
13. Material returned that does not meet the requirement as listed in item 13 above will be subject to the following conditions:
 - A. Material returned within 31-90 days of invoice date that is a currently stocked item by R&R Supply Co., Inc. and within reason of R&R Supply Co., Inc.'s normal stock quantity will be charged a 25% restocking fee
 - B. Material over 90 days from purchase date cannot be returned.
 - C. Return of defective material that is a currently stocked item of R&R Supply Co., Inc. will be credited immediately, however if the manufacturer determines that credit is not due, Applicant agrees to repay any credit previously issued.
 - D. Items that are not a stocked item by R&R Supply Co., Inc. cannot be returned without prior written consent. Due to each manufacturer's policy, it is not unusual for many items to be non-returnable, therefore we must make a determination of whether or not the manufacturer will allow the return as well as the costs involved. If the material can be returned, R&R Supply Co., Inc. will issue a "Return Goods Authorization".
 - E. Material will only be accepted by our drivers if pick-up has been previously approved and a "Return Goods Authorization" has been issued.
 - F. Material that is a stock item beyond our normal stocked quantity will be subject to additional restocking charges and possibly freight charges.

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14. This agreement constitutes the entire agreement between Applicant and R&R Supply Co., Inc., and may not be modified except in writing, signed by an officer of R&R Supply Co., Inc. and Applicant.

I understand all of the terms and conditions of this contract and agree to all of its terms and conditions.

Printed Name: _____

Signed by: _____ Title: _____

On this _____ day of _____, _____
Month Year

Contact List

1. Buyer _____ Direct Phone Number _____ Cell Number _____

Email _____

2. Position _____ Direct Phone Number _____ Cell Number _____

Email _____

3. Position _____ Direct Phone Number _____ Cell Number _____

Email _____

4. Position _____ Direct Phone Number _____ Cell Number _____

Email _____

5. Position _____ Direct Phone Number _____ Cell Number _____

Email _____

6. Position _____ Direct Phone Number _____ Cell Number _____

Email _____

Customer Notes:

Company Website: