



ACE Wire & Cable Co., Inc.

NEW ACCOUNT & CREDIT APPLICATION

This form must be completed in its entirety in order to open a new account.

Date _____

PLEASE PRINT

Company Name _____

Owner's/Officer's Full Name _____ Title _____

Phone (_____) _____ Fax (_____) _____

Billing Address _____

City _____ State _____ Zip _____

Federal Tax I.D. # _____ Duns # (if known) _____

Number of Years in Business _____ How Did You Hear about Ace? _____

Purchasing Agent _____ E-mail Address _____

A/P Contact _____ E-mail Address _____

Bank Information:

Bank Name _____ **Account Number** _____

Contact _____

Address _____ City _____ State _____ Zip _____

Phone (_____) _____ Fax (_____) _____

Authorization to Release Bank Information: Signature _____

Trade References: (Please furnish at least one electrical supply reference, if possible)

Company Name _____

Contact _____

Address _____ City _____ State _____ Zip _____

Phone (_____) _____ Fax (_____) _____

Company Name _____

Contact _____

Address _____ City _____ State _____ Zip _____

Phone (_____) _____ Fax (_____) _____

Company Name _____

Contact _____

Address _____ City _____ State _____ Zip _____

Phone (_____) _____ Fax (_____) _____

DO NOT WRITE BELOW THIS LINE - FOR OFFICE USE ONLY

Approved Credit Limit _____ Approval Signature and Date _____

Salesperson Name: _____ Salesperson Number _____



TERMS AND CONDITIONS OF SALE

All sales made by Ace Wire & Cable Co., Inc. (Seller) are subject to the Terms and Conditions of Sale stated herein. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative.

- 1. Payment terms are 30 days from invoice date. Invoices are dated when the material is shipped. Past due accounts are subject to credit hold. Past due invoices are subject to monthly service charges of 1 1/2 percent per month (18% per annum) or the maximum allowable by law, whichever is less.
2. Purchaser agrees that the Seller is entitled to 30% attorney or collection fees in the event that the delinquent account is turned over for collection action.
3. No credit for goods returned by Purchaser shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller's responsibility ceases upon issuance of Bill of Lading. Seller shall not be liable to Purchaser for goods that are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Special order items are considered billable at time of order and are non-returnable.
4. Prices in quotation made by Seller are subject to change without notice, and all quotations expire and become invalid within 30 days from the date of issue, unless otherwise noted by Seller in writing. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or Local authority. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.
5. Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, fire, damage and destruction of goods, manufacturer shortages, acts of God, or any other cause whatsoever beyond Seller's control.
6. Goods and services are warranted and guaranteed only to the extent and in the manner warranted and guaranteed by the original manufacturer of such goods or the provider of such services.
7. If Purchaser fails to comply with these Terms and Conditions of Sale, or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Ace Wire & Cable Co. written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.
8. In the event that there is any inconsistency between the Ace Wire & Cable Terms and Conditions of Sale as stated herein, and the terms and conditions of any order or contract submitted by the Purchaser, Ace Wire & Cable terms and conditions shall prevail.

I HAVE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND AGREE TO THE TERMS CONTAINED THEREIN. ACE WIRE & CABLE CO., INC. OR AN AUTHORIZED REPRESENTATIVE HAS MY AUTHORIZATION TO CONTACT ANY REFERENCES GIVEN HERE.

COMPANY NAME

TAXPAYER ID #

AUTHORIZED SIGNATURE (MUST BE AN OFFICER, OWNER, OR MEMBER)

NAME (PRINT)

TITLE

DATE