



# OPEN ACCOUNT CREDIT APPLICATION & AGREEMENT

**LANER ELECTRIC SUPPLY CO., INC.**  
1310 SOUTH 51st STREET  
RICHMOND, CA 94804

**CREDIT DEPARTMENT**  
510-215-5100  
510-215-5135 FAX

## APPLICANT'S GENERAL INFORMATION

Business Name: \_\_\_\_\_ Billing Address: \_\_\_\_\_  
 Business Description: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Establish Date: \_\_\_\_\_ Contractor's Lic# \_\_\_\_\_ Shipping Address: \_\_\_\_\_  
 Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

## SOLE PROPRIETORSHIP / INDIVIDUAL APPLICANT

Owner's Name: \_\_\_\_\_ Phone #: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Social Security#: \_\_\_\_\_ CA D/L#: \_\_\_\_\_

## PARTNERSHIP APPLICANT

Managing Partner's Name: \_\_\_\_\_ Phone #: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Social Security#: \_\_\_\_\_ CA D/L#: \_\_\_\_\_

## CORPORATE APPLICANT

Date Incorporated: \_\_\_\_\_ State: \_\_\_\_\_ Federal Tax / Employer ID#: \_\_\_\_\_  
 Name of Authorized Officer: \_\_\_\_\_ Title: \_\_\_\_\_  
 Name of Authorized Officer: \_\_\_\_\_ Title: \_\_\_\_\_

## CREDIT TERMS AND CONDITIONS

The following terms and conditions apply to all credit extended to Applicant by Laner Electric Supply Co., Inc., at all of its business locations and all business names under which they operate (hereinafter referred to as "LESCO"):

- 1) The person signing below represents that (s)he is the individual, or an authorized owner, partner, or officer of the Applicant named herein. The signature appearing below gives authorization to Applicant's bank and trade references to release credit history and account information to LESCO now, and at any time in the future. It is understood that any information so obtained shall be used by LESCO solely for determining whether, and in what amount, to grant credit to Applicant. The person signing below warrants that all information provided is true and correct and that it may be relied upon in the granting of future credit.
- 2) Full payment of each and every LESCO invoice is due no later than 30 days from invoice date.
- 3) Merchandise may not be returned without prior written authorization from LESCO.
- 4) Returned merchandise is subject to inspection and a minimum 15% restock and handling charge and must be in as-new condition with all original packaging and documentation intact. In the event that applicant places an order for merchandise, but does not take delivery of it within 45 days of LESCO notifying Applicant that the merchandise is ready for pick-up or delivery, LESCO may assess restocking and handling charges to applicant and return merchandise to manufacturer without prior notice.
- 5) LESCO may, at its discretion, refuse to accept returns of any merchandise, except defective material or merchandise shipped in error. Authorization for the return of merchandise will not be issued after 30 days following the date of its original shipment, delivery, or release. Proof of original purchase shall be required for all returns.
- 6) Any payment made which is subsequently returned or rejected by the issuing bank shall be subject to a minimum charge of \$20.00 for each occurrence of a return or rejection, or actual charges, if greater than \$20.00.
- 7) Any and all past-due balances are subject to service charges which shall accrue at the rate of 1.5% per month, or 18% per annum.
- 8) Should it be necessary for LESCO, its successors or assigns, to collect any amounts due from Applicant through an attorney, by legal proceedings, by collection agency, or otherwise, the undersigned, including endorsers, promise to pay LESCO, or its successors or assigns, all costs of collection including all collection agency fees, reasonable attorney's fees and costs, including but not limited to expert witness fees and costs, and all post-judgement costs and fees. Venue for all actions at law arising under this Agreement shall be in the courts of Contra Cost County, State of California.
- 9) Each and every shipment, delivery, or release of merchandise to the Applicant named herein shall also be governed by the Standard Terms and Conditions of Sale ("Sales Terms") which appear on the reverse side of LESCO shipping documents and/or invoice forms. Sales Terms are subject to change without prior notice. Any contradiction between the terms stated herein and the Sales Terms shall be governed by the terms stated herein.
- 10) Applicant waives any and all rights it may have under California Civil Code Section 1526, and California Commercial Code Sections 3311 and 1207. Applicant hereby agrees that the words "payment in full", or other words of similar meaning notated on a check or draft to LESCO on Applicant's behalf, shall not constitute an accord and satisfaction.
- 11) The credit terms and conditions stated herein, including personal guarantee if executed, shall supersede all credit terms and conditions previously agreed to between Applicant and LESCO and shall apply to any and all of Applicant's invoices or accounts which are outstanding or unpaid as of the date which appears below.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

**LANER ELECTRIC SUPPLY CO., INC.**  
**OPEN ACCOUNT CREDIT APPLICATION & AGREEMENT**

**APPLICANT'S ACCOUNT PREFERENCES**

Amount of Credit Line Requested: \$ \_\_\_\_\_  
Written Purchase Order Required? (Y/N): \_\_\_\_\_ Names of Authorized Purchasers: \_\_\_\_\_  
Invoice Delivery Via Fax OK? (Y/N): \_\_\_\_\_ After Hours Faxes OK? (Y/N): \_\_\_\_\_ Allowable Fax Delivery Times: \_\_\_\_\_  
Invoice Delivery Via Email OK? (Y/N): \_\_\_\_\_ Email Address for Invoice / Statement Email: \_\_\_\_\_  
Monthly Statement Required? (Y/N): \_\_\_\_\_ Monthly Statement Via Fax OK? (Y/N): \_\_\_\_\_ Monthly Statement Via Email OK? (Y/N): \_\_\_\_\_  
Monthly Statement Type (choose one):  Open Item  Balance Forward  No Preference  Don't Know

**APPLICANT'S BANK REFERENCES**

Bank Name: \_\_\_\_\_ Account#: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_ Phone#: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_  
Bank Name: \_\_\_\_\_ Account#: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_ Phone#: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_

**APPLICANT'S TRADE REFERENCES - PLEASE PROVIDE ALL INFORMATION FOR AT LEAST 3 OPEN ACCOUNT SUPPLIERS**

Supplier Name: \_\_\_\_\_ Account#: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Supplier Address: \_\_\_\_\_ Phone#: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_  
Supplier Name: \_\_\_\_\_ Account#: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Supplier Address: \_\_\_\_\_ Phone#: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_  
Supplier Name: \_\_\_\_\_ Account#: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Supplier Address: \_\_\_\_\_ Phone#: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_  
Supplier Name: \_\_\_\_\_ Account#: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Supplier Address: \_\_\_\_\_ Phone#: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_  
Supplier Name: \_\_\_\_\_ Account#: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Supplier Address: \_\_\_\_\_ Phone#: ( ) \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_

**SALES TAX EXEMPTION AFFIDAVIT - COMPLETE ONLY IF PURCHASES WILL BE NON-TAXABLE**

Company Name: \_\_\_\_\_ I hereby certify that I hold a valid California State Board of Equalization seller's permit number \_\_\_\_\_ issued pursuant to California Sales and Use Tax law; that I am engaged in the business of selling \_\_\_\_\_, that the tangible property which I purchase from Laner Electric Supply Co., 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 sale 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 of property to be purchased: **Electrical construction and lighting supplies.**  
Date: \_\_\_ / \_\_\_ / \_\_\_ At: \_\_\_\_\_ Signature: \_\_\_\_\_  
Phone #: ( ) \_\_\_\_\_ Address: \_\_\_\_\_ By & Title: \_\_\_\_\_

**INDIVIDUAL PERSONAL GUARANTEE**

I, \_\_\_\_\_, residing at \_\_\_\_\_ for and in consideration of LANER ELECTRIC SUPPLY CO., INC. or its successors or assigns (hereinafter referred to as "Creditor") extending credit at my request to \_\_\_\_\_ (hereinafter referred to as "Applicant"), of which I am an authorized agent or representative with the title of: \_\_\_\_\_, hereby unconditionally and personally guarantee to Creditor the payment, at any location designated by Creditor, of any current obligation of the Applicant to Creditor and I hereby agree to bind myself to pay Creditor on demand any sum which may become due to Creditor by the Applicant, whenever the Applicant shall fail to pay same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Applicant. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification of the Credit Agreement hereby granted. Should it be necessary for Creditor to collect any amounts due from Applicant through an attorney, by legal proceedings, or otherwise, I promise to pay Creditor all costs of collection including but not limited to, all collection agency fees, reasonable attorney's fees and costs, including but not limited to expert witness fees and costs, and all post-judgement fees and costs. Venue for all actions at law arising under this Agreement shall be in the courts of Contra Cost County, State of California.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Cal D/L#: \_\_\_\_\_  
Witness Name: \_\_\_\_\_ Witness Address: \_\_\_\_\_