



USESI A U.S. Electrical Services Inc. Company
Corporate Headquarters

6500-A Sheriff Road Landover, MD 20875
Phone: 301-333-5990 Fax: 877-780-4298

Introduced by: (Salesperson and/or Branch location)

TO EXCEED YOUR EXPECTATIONS WITH HONEST AND DEPENDABLE SERVICE EVERY TIME!

DATE:

LEGAL NAME OF BUSINESS: DBA:

ADDRESS: STREET CITY STATE ZIP

BUSINESS PHONE: FAX: CELL:

EMAIL: DUNN & BRADSTREET #

FEDERAL TAX ID: CORPORATION SOLE PROP PARTNERSHIP

NAME AND ADDRESS OF HEADQUARTERS:

NATURE OF BUSINESS: DATE STARTED:

INVOICES REQUIRED: YES NO MONTHLY STATEMENT REQUIRED: YES NO P.O. REQUIRED: YES NO
TAXABLE NON-TAXABLE - If tax exempt, an appropriate tax exempt certificate must be provided.

SPECIAL BILLING INSTRUCTIONS:

Table with 5 columns: PRINCIPALS, FULL NAME, HOME ADDRESS & PHONE #, POSITION, SOCIAL SECURITY #. Rows 1, 2, 3.

Table with 4 columns: SUPPLIERS REFERENCES, NAME, ADDRESS & PHONE #, ACCT #. Rows 1, 2, 3.

BANK (CHECKING)

PLEASE ENCLOSE A VOIDED COMPANY CHECK

TERMS AND CONDITIONS OF SALE

- 1. These terms and conditions of sale shall control any and all sales, including all direct shipment sales arranged by or through Electrical Wholesalers Metro DC Inc, dba Maurice Electrical Supply, hereinafter referred to as "Maurice Electrical Supply" whether or not materials are delivered by or through Maurice Electrical Supply and sales billed to separate job accounts.
2. Maurice Electrical Supply sells to purchaser and purchaser hereby purchases all items of material, subject to the terms and conditions set forth herein below. All orders are based on the quotations and, if placed within 30 (thirty) days from the date of quotation and accepted by Maurice Electrical Supply will be billed at the prices quoted. ALL PRICES ARE SUBJECT TO ADDITIONAL FEDERAL, STATE, OR LOCAL TAXES.
3. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer's shipping error, or any other error, purchaser agrees to hold Maurice Electrical Supply harmless for any delay and agrees to make payment in full for said goods.
4. All materials delivered must be examined and inspected by purchaser and/or his agent upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. Where purchaser and/or his agent cannot examine and inspect material upon receipt, any and all claims must be made within three (3) working days of delivery. Any claims made after the prescribed time period shall not be honored.
5. Stocked items which are defective may be returned without prior authorization for credit or replacement. Credit for properly returned stock items shall be given when material is received. Non-stock items cannot be returned without prior authorization. Restocking charges imposed by the manufacturer will be charged to the customer. Credit for properly returned non-stock items shall be given when Maurice Electrical Supply receives credit. All returns must be accompanied with the original invoice number of purchase for reference. Maurice Electrical Supply must be furnished with the reason for the return of the item.
6. Purchaser acknowledges that any and all decisions as to the return of materials are made AT THE SOLE DISCRETION of Maurice Electrical Supply AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE.
7. Purchaser agrees that his/her SOLE REMEDY available for any default arising out of the sale and/or use of any and all materials purchased shall be the return of said materials purchased for a full refund. Purchaser acknowledges that no suit will be brought against or shall include Maurice Electrical Supply where either consequential or incidental damages are sought.
8. Purchaser agrees that any claim or controversy shall be settled either by binding arbitration or by any court of competent jurisdiction located for Virginia customers, in Fairfax County, and for Maryland customers, in Montgomery County.

9. On all matters referred by Maurice Electrical Supply to their attorneys for collection, purchaser agrees to pay 33 1/3% of the total price or the actual amount billed, whichever is greater, for attorney's fees, plus costs, and disbursements.

10. PURCHASER AGREES THAT Maurice Electrical Supply SHALL NOT BE RESPONSIBLE FOR ANY MANUFACTURER'S OR SHIPPING DEFECT. Purchaser further agrees to hold Maurice Electrical Supply harmless for any manufacturer's or shipping defect of any injury to person(s) due to said defects.

11. Maurice Electrical Supply makes NO WARRANTIES express or limited, including without limitation, WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, and as such shall have no effect or bearing, and the terms contained herein shall control.

12. TITLE FOR ALL GOODS AND/OR MATERIALS REMAINS WITH Maurice Electrical Supply UNTIL PAID FOR IN FULL BY PURCHASER. Should purchaser take action under Title 11 or the United States Code, or take any other action to avoid making payments in full, purchaser agrees to promptly return any material not paid in full. Purchaser agrees to keep the material fully insured until paid for in full.

13. The RISK OF LOSS of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to purchaser at its place of business or any other place specifically designated by the purchaser for the delivery.

14. Purchaser agrees that any unpaid balance thirty (30) days past due shall be charged 1.5% per month interest (18% per annum.) Terms of sale are 10th prox n/25th.

15. In the event the purchaser is a corporation, partnership, or any other legal entity, the individual(s) whose signature appears hereon agrees to and personally guarantees payment for any and all materials sold to the above named entity.

16. Purchaser waives his/her/its homestead exemption as well as all requirements or rights with regard to notice, demand, presentation, or protest and, for Virginia purchasers, hereby appoint Sandra M Charles or Robert E Clarke, Jr. as attorney-in-fact for the purpose of confessing judgment, in favor of Maurice Electrical Supply in the Circuit Court for Fairfax County, Virginia, and Maryland purchasers hereby appoint any attorney for the purpose of confessing judgment, in favor of Maurice Electrical Supply for the unpaid balance on this account, including interest, costs and attorney's fees in the amount of thirty-three and one third (33 1/3%) of the principal amount due.

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOW THE CREDITOR TO OBTAIN JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE.

Purchaser acknowledges that he/she has read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE

Signature Title

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GUARANTEE

In order to induce Maurice Electrical Supply to extend credit to, or otherwise become the creditor of the business named above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We hereby unconditionally PERSONALLY GUARANTEE to Maurice Electrical Supply the prompt payment of every claim of Maurice Electrical Supply that may hereafter arise.

I/We do also unconditionally PERSONALLY GUARANTEE payment of all reasonable costs of collection, including but not limited to, thirty-three and one third percent (33 1/3%) attorney's fees, court costs and 1.5% per month (18% per annum) interest on the unpaid balance of any account thirty (30) days past due.

This is a continuing GUARANTEE and shall remain in full force until revoked by Guarantor by notice in writing to Maurice Electrical Supply. Such revocation shall be effective only as to claims of Maurice Electrical Supply that arise out of transactions entered into after Maurice Electrical Supply's receipt of said notice. This Guarantee shall cover the renewals of any claims guaranteed by this instrument or extension of time payment hereof, and shall not be affected by any surrender or release by Maurice Electrical Supply of any other security held by it for any claim hereby guaranteed. The GUARANTEE is, and shall remain binding upon the heirs, estate representatives, successors and assigns of Guarantor(s).

This GUARANTEE is independent of any other guarantee or rights that Maurice Electrical Supply may have with respect to the above noted debt.

The guarantors hereby waive their homestead exemption as well as all requirements or rights with regard to notice, demand, presentation, or protest and, for Virginia purchasers, hereby appoint Sandra M Charles or Robert E Clarke, Jr. as attorney-in-fact for the purpose of confessing judgment, in favor of Maurice Electrical Supply in the Circuit Court for Fairfax County, Virginia, and Maryland purchasers hereby appoint any attorney for the purpose of confessing judgment, in favor of Maurice Electrical Supply for the unpaid balance on this account, including interest, costs and attorney's fees in the amount of thirty-three and one third (33 1/3%) of the principal amount due.

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