

DATE OF APPLICATION	SALESPERSON	BRANCH NO.	EST. MONTHLY PURCHASES	CREDIT LINE REQUESTED
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CONFIDENTIAL CREDIT APPLICATION



colonial electric supply
Since 1972...Powered by Excellence!

Applying for Credit at (check all that apply):

- Bright Light Design Center Annapolis Lighting
 Colonial Electric Supply

COMPANY NAME	FEDERAL TAX IDENTIFICATION NO.	SOCIAL SECURITY NO.	
BILLING ADDRESS-PO BOX/STREET ADDRESS	CITY	ST	ZIP CODE
SHIPPING ADDRESS (IF DIFFERENT THAN BILLING ADDRESS)	CITY	ST	ZIPCODE
PURCHASING CONTACT (PLEASE PRINT)	TELEPHONE NUMBER	FAX NUMBER	
ACCOUNTING CONTACT (PLEASE PRINT)	TELEPHONE NUMBER	FAX NUMBER	

TYPE OF ENTITY	<input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP	STATE OF INCORPORATION	DATE OF INCORPORATION
	<input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER		

Have any lawsuits been filed against Applicant within the last three years for non-payment debt? Yes No
 Has applicant including any of its owners, partners, or officers ever filed a voluntary petition in bankruptcy? Yes No

FILER NAME:	FILING DATE:
	DATE ESTABLISHED

TYPE OF BUSINESS	<input type="checkbox"/> INDUSTRIAL CONTRACTOR	<input type="checkbox"/> RETAIL	<input type="checkbox"/> MECHANICAL
	<input type="checkbox"/> COMMERCIAL CONTRACTOR	<input type="checkbox"/> PROP. MGMNT, OR INSTITUTION, OR GOV'T	<input type="checkbox"/> ENGINEER
	<input type="checkbox"/> RESIDENTIAL CONTRACTOR, BUILDER OR ELECTRICIAN	<input type="checkbox"/> UTILITY	<input type="checkbox"/> INTERIOR DESIGNER OR DECORATOR
	<input type="checkbox"/> INDUSTRIAL/OEM	<input type="checkbox"/> DATACOM	<input type="checkbox"/> KITCHEN & BATH
	<input type="checkbox"/> ARCHITECT	<input type="checkbox"/> LANDSCAPER	

NAME OF PARENT COMPANY AND DIVISIONS (IF APPLICABLE)	
TAX EXEMPT <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, ATTACH TAX EXEMPTION CERTIFICATE)	PURCHASEE ORDER REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO

HOW DID YOU LEARN ABOUT COLONIAL _____ DO YOU WANT LITERATURE/MAILINGS SENT TO YOU PERIODICALLY? YES NO

PRIMARY CONTACT'S EMAIL _____

REFERENCES-(LIST PRINCIPAL SUPPLIERS, PREFERABLY ELECTRICAL)

NAME	TELEPHONE NO.	FAX NO.	ACCOUNT NO.	
ADDRESS		CITY	ST	ZIP CODE

NAME	TELEPHONE NO.	FAX NO.	ACCOUNT NO.	
ADDRESS		CITY	ST	ZIP CODE

BANK NAME	TELEPHONE NO.	FAX NO.	ACCOUNT NO.	
ADDRESS		CITY	ST	ZIP CODE

ANY AND ALL SALES MADE BY COLONIAL TO APPLICANT PURSUANT TO THIS APPLICATION FOR CREDIT ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE TERMS AND CONDITIONS OF SALE CONTAINED IN THE ATTACHED TERMS AND CONDITIONS. APPLICANT MUST SIGN THIS APPLICATION.



APPLICANT CERTIFIES THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT, AND THAT APPLICANT FULLY UNDERSTANDS THE CREDIT TERMS AND CONDITIONS OF COLONIAL ELECTRIC SUPPLY COMPANY, INC. ("COLONIAL") AND AGREES TO THE PROPER PAYMENT IN CONSIDERATION OF EXTENDED CREDIT. APPLICANT HEREBY AUTHORIZES COLONIAL TO INVESTIGATE THE REFERENCES LISTED HEREIN, PERTAINING TO THE APPLICANTS CREDIT AND FINANCIAL RESPONSIBILITY.

NAME (PLEASE PRINT)	SIGNATURE
TITLE	COMPANY

**Please return credit application to Attn: Customer Financial Services Dept.
201 W. Church Road, King of Prussia, PA 19406 or fax to 610-312-8130**

TERMS AND CONDITIONS

1. WARRANTY. Colonial makes no warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or use. The only warranties and remedies for breach of warranty, if any, provided in connection with the sale of the goods sold hereunder shall be those warranties and remedies provided by the manufacturer of the goods as set forth in the product literature of the manufacturer accompanying such goods upon delivery to Applicant.

2. LIMITATIONS ON REMEDIES. Unless otherwise agreed between Applicant and Colonial, Applicant's exclusive remedy against Colonial for breach of this application or the warranty set forth above, if any, shall be to permit Colonial to cure the non-conforming goods by, at Colonial's option, replacement of defective parts or delivery of replacement goods. The above is subject to full compliance by Applicant with any instructions of Colonial or the manufacturer regarding storage, handling, assembly and application pertaining to the particular goods sold, and such instructions are hereby incorporated by reference and made part of this agreement.

3. LIMITATION ON LIABILITY. Colonial's liability for damages for any cause whatsoever, whether in contract (including for failure to deliver or delays in delivery) or tort, including negligence shall be limited to the total price paid for the goods which are the subject of the dispute. Other than as specified herein, in no event shall Colonial be liable for direct, consequential, indirect, special or incidental damages for any cause whatsoever.

4. CLAIMS. Claims for nonconforming goods must be made by Applicant in writing within ten (10) days of Applicant's receipt of such nonconforming goods and such writing shall state with particularity all material facts concerning the claim then known to Applicant. Failure of Applicant to give notice within such ten- (10) day period shall constitute unqualified acceptance of such goods and a waiver of the right to revoke acceptance, subject only to the continuing aforesaid warranties, if any. In the event of a claim of defective goods, Applicant shall, at its own expense, hold the goods complained of intact and protected for a reasonable period, but in no event shall such period be less than thirty (30) days, for inspection by Colonial. If any credit is allowed to Applicant by Colonial for defects or nonconforming goods, such goods must be retained intact and duly protected by Applicant to allow Colonial to dispose of such goods. In no event shall Applicant return any goods to Colonial unless expressly authorized to do so in writing by Colonial. All shipping, freight, and insurance charges incurred in connection with the return of nonconforming goods shall be borne by Applicant.

5. DELAYS; FORCE MAJEURE. Colonial shall not be liable for delays in delivery of the goods or failure to deliver the goods caused, in whole or in part, by inability to obtain transportation, equipment, or material, insurrection, fires, floods, storms, embargoes, action of any military or civil authorities, whether legal or de facto, strikes, labor difficulties, lockouts, acts of God, or other similar or different circumstances beyond the control of Colonial.

6. WAIVER. A waiver by Colonial of any breach by Applicant of this Agreement shall not constitute a waiver by Colonial of any other breach of this Agreement by Applicant.

7. COLONIAL'S SECURITY INTEREST. Colonial shall retain a security interest in the goods sold hereunder until Applicant has paid in full for such goods provided by Colonial in connection therewith and performed all of Applicant's obligations under this Agreement. Upon a breach of this Agreement by Applicant, including, but not limited to, a default in the payment or performance of any of Applicant's obligations contained or referred to herein, Colonial may declare all such obligations immediately due and payable and Colonial shall then have, in addition to all rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code as adopted in Pennsylvania, including, but not limited to, the right to take immediate possession of any collateral. In event that Colonial elects to take possession of such goods, Applicant, upon three (3) days' notice by Colonial, shall assemble and deliver such goods at the time and to the place designated by Colonial in such notice (Absent such designation, Applicant shall deliver such goods to Colonial at 201 W. Church Rd., King of Prussia, PA 19406).

8. PAYMENT TERMS. Within thirty (30) days after Applicant's receipt of the goods, Colonial will remit to Applicant an invoice setting forth the purchase price of all goods sold to Applicant in the preceding month, less credits and adjustments between the parties hereto where appropriate. Applicant shall pay such invoices within thirty (30) days of the date of such invoices; any payments not received by Colonial when due shall be subject to interest at a rate of one and one-half percent (1-1/2%) per month.

9. SERVICE CHARGE. Any amounts past due are subject to a service charge of one and one-half percent (1-1/2%) per month or the maximum legal rate, if such is less.

10. COLLECTION. Applicant shall reimburse Colonial for all costs of collection, including, but not limited to, attorneys' fees in the amount of fifteen percent (15%) of the total sum due (but in no event less than \$1,000) and costs of suit, incurred by Colonial to collect any monies owing under this Application.

11. STATUTE OF LIMITATIONS. Any action for breach of this Agreement must be commenced by Applicant within thirteen (13) months after the cause of action has accrued.

12. APPLICABLE LAW AND VENUE. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute between the parties hereto relating to the execution, performance, validity, interpretation or construction of this Agreement that cannot be resolved amicably between the parties hereto shall be submitted to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania. The parties hereto consent to the exclusive jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in any and all actions or proceedings arising under this Application.

13. ATTORNEYS' FEES. If any legal action or any other proceeding is brought for the enforcement of this Application, or if a dispute arises under this Application, the successful or prevailing party shall be entitled to recover attorneys' fees for collection in the amount of fifteen percent (15%) of the total sum due (but in no event less than \$1,000) and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

14. AMENDMENT. Colonial reserves the right at any time to alter or suspend credit or to change credit terms provided herein when, in Colonial's sole opinion, the financial condition of Applicant so warrants. In such case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from Applicant may be required by Colonial before delivery, or the due date of payment by Applicant under any contract or order with Colonial may be accelerated by Colonial. Failure of Applicant to pay invoices at the due date makes, at Colonial's option, all subsequent invoices immediately due and payable, irrespective of terms, and Colonial may withhold all subsequent deliveries until the full account is settled.

15. ADEQUATE ASSURANCES. Demands under applicable law by Colonial for adequate assurances of performance will be satisfied by Applicant within five (5) days. In the event that the grounds of insecurity is Applicant's financial condition, adequate assurances shall be accompanied by a satisfactory report of Applicant's credit by a responsible financial institution. Pending such assurances, Colonial may, at Colonial's option, make sales and deliveries to Applicant C.O.D.

Witness/Attest: _____

Applicant: _____

GUARANTY AND SURETYSHIP AGREEMENT

In consideration of Colonial extending credit to Applicant and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound herewith, _____ (the "Guarantor") is willing to guarantee and become a surety for the performance by Applicant of its obligations pursuant to attached credit Application and hereby agrees as follows:

1. Guarantor agrees to guarantee and indemnify Colonial for any and all debts of Applicant and Applicant's successors and assigns. It is understood that such guaranty and indemnification shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of Applicant.

2. This Agreement shall be effective until expressly revoked by Guarantor by thirty (30) days' written notice to Colonial and any such revocation shall not in any manner affect Guarantor's liability to Colonial, and any such revocation shall not in any manner affect Guarantor's liability as to Guarantor's indebtedness contracted prior thereto. Guarantor hereby waives notice of default, non-payment and notice thereof and consent to any modification or renewal of the Credit Agreement hereby granted.

Guarantor represents and agrees that Guarantor has read the terms and conditions of the Credit Application and agrees to be bound by said terms and conditions as of even date thereof.

Witness/Attest: _____

Applicant: _____