

Burrell Connect, LLC

1220 Rowley Mile, Fairview, Texas 75069
972 529-9923 • 972 542-3710 (fax)

COMMERCIAL CREDIT APPLICATION AND CONTRACT

DATE:

LEGAL NAME (individual or entity):

(hereinafter "APPLICANT")

TRADE NAME (d/b/a) (if different):

PHONE #:

FAX #

BILLING ADDRESS:

STREET ADDRESS (if different):

TYPE OF ENTITY: Corporation Partnership Sole Proprietorship LLC Other :

Date entity was formed:

State:

Is Applicant a subsidiary of another company? Yes No

If yes, state legal name of parent company:

State Taxpayer's ID No. or State Tax Exempt No.:

Names of Principles, Owners and/or Officers of Applicant (with titles):

Banking References: Name:

Address:

Account Number:

Bank Contact:

Bank Contact Phone:

Lender (if different):

Trade and Credit References:

1. Name:

Phone:

Address:

Contact:

City/State/Zip:

2. Name:

Phone:

Address:

Contact:

City/State/Zip:

3. Name:

Phone:

Address:

Contact:

City/State/Zip:

Credit Limit Requested: \$

APPLICANT AUTHORIZES BANKS AND TRADE REFERENCES LISTED IN THE CREDIT APPLICATION TO RELEASE FINANCIAL AND CREDIT REPORTS TO BURRELL CONNECT, LLC.

APPLICANT understands that the information furnished on this Application for an account is for the purpose of obtaining credit from Burrell Connect, LLC, (the "COMPANY"). APPLICANT understands that the COMPANY may at any time refuse to grant credit to APPLICANT even though credit is initially granted pursuant to this Application. The individual signing below is authorized to bind APPLICANT for any and all credit which the COMPANY may extend to APPLICANT. It is further agreed and understood that all accounts or monies due the COMPANY shall be due and payable at the COMPANY's offices in Fairview, Collin County, Texas. Venue and jurisdiction of any lawsuit between Applicant and the COMPANY will be in the state courts of Collin County, Texas. In addition, all past due accounts, notes, or invoices shall bear interest at the rate of 1 1/2% per month (18% per annum), (but in no event in excess of the maximum rate allowed by law) beginning thirty (30) days after the date of the indebtedness was incurred. Moreover, if the account is placed in the hands of an attorney for collection, then APPLICANT agrees that APPLICANT is liable to the COMPANY for additional reasonable attorney's fees and all reasonable costs incurred in the collection of the indebtedness.

By executing our acceptance of this agreement below APPLICANT agrees to be bound by all terms and conditions of this Commercial Credit Application and Contract.

APPLICANT SIGNATURE: _____

PRINTED NAME:

TITLE:

GUARANTY

In consideration of credit being extended to the above named APPLICANT, I (we) execute this **Guaranty** and agree that I (we) shall be jointly and severally liable for any and all indebtedness of the above named APPLICANT to the COMPANY. I (we) agree to personally guarantee any and all indebtedness, including principal, interest, attorney's fees and other collection costs that may become due the COMPANY by the above named APPLICANT. I (We) agree that liability hereunder is direct and primary. There is no obligation on the part of the COMPANY to exhaust remedies against the above named APPLICANT prior to enforcement of this **Guaranty**. This **Guaranty** is absolute, complete, and continuing and no notice of indebtedness created by the above named APPLICANT or any extension of credit already or hereafter extended need be given. The terms of the above named APPLICANT'S indebtedness may be rearranged, extended, and/or renewed without notice to the Guarantor(s). I (We) agree to pay any and all indebtedness of the above named APPLICANT to the COMPANY within five (5) days after receiving demand to do so.

GUARANTOR SIGNATURE: _____

PRINTED NAME OF GUARANTOR:

ADDRESS:

PHONE:

TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:** The COMPANY's acceptance of the sale is conditional on the Purchaser's agreement to these following terms and conditions.
2. **SALE:** The Purchaser agrees to purchase and the COMPANY agrees to sell in accordance with the terms of this Agreement. In addition, Purchaser agrees to accept the responsibility for (1) Purchaser's selection of goods and/or services to achieve the Purchaser's intended results; (2) Purchaser's use; and (3) the results to be obtained therefrom. The Purchaser is solely responsible for the results obtained from any other product obtained from any other equipment, products or chemicals not delivered or manufactured by the COMPANY.
3. **PRICES:** Prices quoted are those in effect at the time the order is placed. Any bids will be binding only for a period of sixty (60) days from the date of the bid.
4. **TERMS OF PAYMENT AND INTEREST:** Payment is due COMPANY within thirty (30) days of delivery of the goods and/or services unless other arrangements for payment have been made. All accounts or monies due the COMPANY shall be due and payable at the COMPANY's offices in Fairview, Collin County, Texas. All prices are in U.S. dollars and all payments should be made in U.S. dollars. In addition, all past due accounts, notes, or invoices shall bear interest at the rate of 1 1/2% per month (18% per annum) (but in no event in excess of the maximum rate of interest allowed by law) beginning thirty (30) days after the date of the date the indebtedness was incurred. Moreover, if the account is placed in the hands of an attorney for collection, the Purchaser agrees that it is liable for additional reasonable attorney's fees and all reasonable costs incurred in the collection of the indebtedness.
5. **CHANGE ORDERS:** Purchaser's order, after acceptance by the COMPANY, shall not be subject to cancellation, change, or reduction in amount without the COMPANY's prior written agreement. If the COMPANY accepts a change order, Purchaser and the COMPANY will both execute a written Change Order Form.
6. **LIMITED WARRANTY:** The COMPANY warrants to the original Purchaser that the goods sold hereunder shall be free from defects in workmanship and material under normal use and service for a period of one year from the date of shipment. If a claim is made within the warranty periods, defective parts will be repaired and/or replaced by the COMPANY or by an authorized representative of the COMPANY. This warranty will be void if the factory specifications for operation and maintenance are not followed. The COMPANY makes no warranty, whether express or implied, with respect to the design or operation of any entire system in which the COMPANY furnished only certain pieces of equipment or certain components of the system THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All warranties, whether express or implied, regarding equipment or labor, are fully set forth herein. This warranty applies only the original Purchaser and is not transferable without the express written agreement of the COMPANY. No additions or modifications to the terms of the limit warranty are permitted unless expressly agreed upon by the COMPANY and signed by an authorized representative of the COMPANY in writing.
7. **LIMITATION OF LIABILITY:** The COMPANY shall not be liable for incidental, special, consequential, or exemplary damages resulting from the performance or use of any goods or services sold due to the breach of contract, breach of warranty or negligence of Purchaser, including but not limited to loss of business, inconvenience or for any service not expressly provided herein. The COMPANY agrees to use its best efforts to make any warranty claim repairs in the most efficient manner possible and within a reasonable time period. THIS LIMITATION OF LIABILITY EXTENDS TO ANY DAMAGES OF WHATEVER NATURE RESULTING FROM PURCHASER'S USE OF THE PRODUCT OR EQUIPMENT RELATING TO ENGINEERING RECOMMENDATIONS, SALES RECOMMENDATIONS, TECHNICAL ASSISTANCE, ADVICE OR DATA SUPPLIED BY THE COMPANY TO PURCHASER. IN NO EVENT SHALL THE COMPANY'S LIABILITY TO PURCHASER EXCEED THE PRICE OF THE MATERIALS FURNISHED. The COMPANY shall not be responsible for any failure to perform due to causes beyond its control, including but limited to, fire, storm, flood, earthquake, accidents, acts of a public enemy, war, rebellion, insurrection, sabotage, epidemic, labor disputes, labor shortages, transportation embargos, inability to obtain product, acts of God or the Federal government or agency thereof.
8. **RETURN OR REPAIR OF GOODS:** If Purchaser claims that the goods delivered are non-conforming, Purchaser must notify the COMPANY in writing to request a Return of Goods Authorization (RGA). No goods may be returned without the RGA. The COMPANY reserves the right to charge a 25% restocking charge on all returned goods. The COMPANY reserves the right to repair or replace any non-conforming goods.
9. **TAXES:** Purchaser is liable for any Federal, State or Municipal taxes that are due as a result of the sales of goods or services.
10. **LAW:** The validity, performance and construction of this Agreement and its terms and conditions shall be governed by the laws of the State of Texas. Venue of any action between COMPANY and APPLICANT arising from this Commercial Credit Application and Contract shall be in Collin County, Texas.

INSTRUCTIONS

Fill out form completely, sign and return to Burrell Connect, LLC. In order to expedite acceptance of your credit account you may fax a copy to (972) 542-3710, or scan and email a copy to bob@litepower.com. Please mail the original to the COMPANY at 1220 Rowley Mile, Fairview, Texas 75069.