



**P.O. BOX 2068  
ROCKY MOUNT, NORTH CAROLINA 27802  
TELEPHONE: (252) 972-4566 FAX: (252) 972-9414**

CONFIDENTIAL CREDIT APPLICATION AND SALES AGREEMENT

WE HEREBY APPLY FOR THE EXTENSION OF CREDIT BY RIGBY ELECTRIC  
SUPPLY, Inc.

ALL INFORMATION MUST BE COMPLETED TO BE CONSIDERED FOR CREDIT  
EXTENSION.

Complete Corporate Name (If corporation): \_\_\_\_\_

Complete Trade Name (if sole proprietorship, partnership, etc.): \_\_\_\_\_

Date Business Began: \_\_\_\_\_ Annual Sales: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Accounts Payable email address \_\_\_\_\_

Business is: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

Corporate Officers:

Name	Office	Age
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Name	Office	Age
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Name	Office	Age
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Partner or Individual Owners:

Name	Age
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Name	Age
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Bank Name: \_\_\_\_\_

Branch Address: \_\_\_\_\_

Account Numbers and Names: \_\_\_\_\_

List below three credit references or three businesses with whom your business, officers, or partners have open accounts:

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Business/Reference                      Address & Phone # Person opening account & terms

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Business/Reference                      Address & Phone # Person opening account & terms

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Business/Reference                      Address & Phone # Person opening account & terms

Have you or any of your associates ever declared bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_

Has a company you owned ever declared bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you have any pending lawsuits or judgments? Yes \_\_\_\_\_ No \_\_\_\_\_

Please indicate below as to the credit line that best suits your business:

Open Account Credit Limit:    \$750 \_\_\_\_\_    \$1000 \_\_\_\_\_    \$1,500 \_\_\_\_\_  
\$2,500 \_\_\_\_\_    \$3,500 \_\_\_\_\_    \$5,000 \_\_\_\_\_    \$7,500 \_\_\_\_\_    \$10,000 \_\_\_\_\_

Is your location or building: Owned \_\_\_\_\_ Rented \_\_\_\_\_ Leased \_\_\_\_\_

Are any of your assets pledged as collateral? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please indicate which assets and to whom: \_\_\_\_\_

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I understand that unless I have furnished a state exemption determination letter the sales herein will be taxable.

The information contained in this credit application is true to the best of my knowledge. You are hereby authorized to obtain any addition information necessary to approve the extension of credit to our business. The undersigned hereby represent that this credit is for business purposes.

The undersigned promises to pay for all purchases in accordance with the terms of sale. If at any time the undersigned is unable to pay for said purchases when due, the undersigned agrees to pay and authorizes you to bill my account with interest computed at 1-1/2 % per month (18% per annum) on any past due amounts. If it becomes necessary for your company to incur collection costs for any amount due under this agreement, the undersigned herewith promises to pay addition collection costs, including reasonable attorneys fees incurred for collection or enforcement.

Upon acceptance by Rigby Electric Supply, Inc., this application will constitute a sales and purchase agreement.

\_\_\_\_\_ (SEAL)  
Business Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

086-CONCRDAP



**P.O. BOX 2068  
ROCKY MOUNT, NORTH CAROLINA 27802**

Date: \_\_\_\_\_

INDIVIDUAL GUARANTY

To: Rigby Electric Supply, Inc.

As an inducement to you to extend credit to and otherwise deal with

\_\_\_\_\_, and in consideration thereof the  
Business name

Undersigned hereby represents and agrees as follows:

I am aware of the payment terms governing the sale of merchandise by extending credit to the Borrower. I have read and understand the Confidential Credit Application and Sales Agreement completed by the Borrower and believes, to the best of my knowledge, that the information provided therein is true. I represent that I am an owner, partner, stockholder, director or executive officer (as indicated below) of the Business, and I hereby unconditionally, and individually guarantee the payment to you when due of any and all indebtedness which may at any time and from time to time be owing to you by the Business or by any successor thereof.

All prior notice of default and demand for payment are hereby waived.

You have unrestricted right to renew, extend, modify, or compromise any such indebtedness and to accept, substitute, surrender or otherwise deal with any collateral security or guaranties, without notice to the undersigned and without affecting this obligation.

This obligation and liability of the undersigned is a primary and not a secondary obligation and liability, and is payable immediately on demand without recourse first having been had against the Business or any assets thereof. The undersigned further agrees that the undersigned is responsible for any obligation or debts or portion thereof of the Business which has been paid by the Business to you and which you are subsequently required to return to the Business or a trustee for the Business in any bankruptcy or insolvency proceeding. The undersigned further agrees to be responsible for and

reimburse Rigby Electric Supply, Inc. for all costs and expenses, including attorneys' fees, incurred by Rigby Electric Supply of Rocky Mount, Inc. In connection with the enforcement of this Guaranty or the protection or preservation of any right or claims of Rigby Electric Supply, Inc. in connection with this Guaranty, including without limitation, costs and expenses incurred by Rigby Electric Supply, Inc. in connection with its attempts to collect the indebtedness or obligations guaranteed by the Guaranty.

This individual Guaranty shall inure to the benefit of you, your successors, and assigns, and shall continue in full force and effect until such time as you shall have received from the undersigned written notice of revocation. Such notice of revocation shall be ineffective as to any then existing indebtedness or as to any transaction previously undertaken by you.

This notice shall be governed by the laws of the State of North Carolina.

Notice of acceptance of this Individual Guaranty is hereby waived.

**THIS IS INTENDED AS AN UNCONDITIONAL, INDIVIDUAL, AND ABSOLUTE GUARANTEE.**

IN WITNESS WHEREOF, I have hereby signed and sealed this instrument below.

\_\_\_\_\_ (SEAL)  
Owner, Partner, Stockholder, Director, or Executive Officer only

Print Guarantors Name: \_\_\_\_\_  
State whether you are an owner, partner, stockholder, director, or executive officer of the Company for which guaranty is given: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address (If different): \_\_\_\_\_

\_\_\_\_\_  
Phone Number: Home: (\_\_\_\_) \_\_\_\_\_ Business: (\_\_\_\_) \_\_\_\_\_  
Acceptance by Rigby Electric Supply Inc. on this the \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

086-GUARANTY