



6575 Hinson Las Vegas, NV 89118
 Phone: (702) 649-7160 Fax: (702-) 649-7983



1510 E. 2nd Street, Odessa, TX 79761
 Phone: (432) 332-5758 Fax: (432) 332-5778

2507 W. Bender Road, Hobbs, NM 88240
 Phone: (575) 393-6340 Fax: (575) 393-6325

5027 Jackson Street, Williston, ND 58801
 Phone: (701) 577-1333 Fax: (701) 577-7333

Credit Information

Name: _____ In Bus. Since: _____
 DBA: _____ Fed. Tax ID#: _____
 Address: _____

 Phone: _____ Fax: _____
 Billing Address: _____

PLEASE ATTACH A COPY OF SALES EXEMPTION CERTIFICATE

Legal Business Type: Corporation Partnership Ownership/Sole Proprietor

If Corporation, list names of the officers. If Partnership, list all names and social security numbers of all partners.
 If Proprietorship, give name and social security number of owner.

NAME & TITLE	SOCIAL SECURITY #
_____	_____
_____	_____
_____	_____

A/P Contact: _____ Telephone: _____
 A/P Email: _____ Fax: _____

Please check box if you would like your invoices and statements: Mailed Faxed Emailed

The undersigned : _____ has _____ has not filed for or been the subject of a bankruptcy as a company or as an individual. If yes, give type of bankruptcy and date filed. Chapter _____ Date _____

Reference Information

Bank Name: _____
 Address: _____

 Phone: _____ Fax: _____
 Account: _____ Contact: _____

 Trade References
 Name: _____ Name: _____
 Address: _____ Address: _____

 Account: _____ Account: _____
 Phone: _____ Phone: _____

Signatures

Print Name: _____ Date: _____
 Title: _____

I, **X** _____, We, **X** _____, agree that for, and in consideration of the
(Signature of Sole Proprietor/Officer) (Personal Guarantee)
 extension of credit herewith applied for, it is hereby agreed that in the event of default, all collection acts, attachments, court costs, interest accrued and reasonable attorney fees will be paid by the purchaser.

A late payment charge of 1% per month, not to exceed 12% per year will be levied on all past due accounts.
 Payment of account must be made in accordance with our Standard Terms and Conditions of Sale.

OFFICE ONLY

Reviewed by: _____	Date: _____	Credit Limit: _____
Approved by: _____	Date: _____	Terms: _____
Comments: _____		



TERMS AND CONDITIONS

1. ACCEPTANCE OF ORDER: TERMINATION – Acceptance of any order is subject to credit approval and acceptance of order by seller and, when applicable, seller's suppliers. If buyer's credit becomes unsatisfactory to seller, Seller reserves the right to terminate upon notice to buyer and without liability to seller.
2. PRICES AND SHIPMENTS – Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be make F.O.B. shipping point. Prices on raw materials commodities such as copper wire, aluminum wire, PVC conduit, steel conduit, strut, etc. are subject to change due to volatile markets or availability.
3. RETURN OF GOODS – Credit will be issued only for goods returned with prior approval. A deduction of credit may occur in order to cover restocking charges, handling charges, freight, etc. Non-stock or special order items will not be issued credit until credit is received from the manufacturer or vendor.
4. TAXES – Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. DELAY IN DELIVERY – Seller is not accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. WARRANTIES – Seller warrants that all goods sold are free of any security interest and will make available to buyer all transferable warranties made to seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
7. LIMITATION OF LIABILITY – Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to seller, a copy of which will be furnished upon written request. Furthermore, sellers' liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at seller's option, and in no case shall seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER – The failure of seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
9. MODIFICATION OF TERMS AND CONDITIONS – No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms and conditions, shall be binding on seller without the seller's written consent. Any additional or different terms in the buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. REELS – When the seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Sun Valley Electric Supply or Energy Electrical Distribution location to return reels.
11. CERTIFICATION – We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
12. PAYMENT TERMS – All discountable invoices are eligible for cash discount if paid by the 10th of month following billing date. All net invoices are due within 30 days. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, Mastercard, American Express and Discover credit cards are accepted at point of purchase only with a 2% handling charge assessed.