

Credit Application & Personal Guaranty
The Energy Federation, Inc.
2 Mount Royal Ave, Suite 325
Phone: 800-876-0660
Email: AR@efi.org



Account (Company) Name: _____

FID #: _____ DUNS #: _____

Principal's Name: _____ Soc. Sec. #: _____

Bill to Address: _____ City: _____ State: _____ Zip: _____

Ship To Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Pay Sales Tax: ☐ Yes ☐ No (Attach Certificate)

Is this a: ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ LLC Date Business Started: _____

Type of Business: _____ No. Employees: _____

PO Required: ☐ Yes ☐ No Purchasing Contact Name: _____ Phone # _____

Email Address: _____ Credit Limit Requested: _____ (>\$20,000 attach most recent financials)

Invoicing E-mail address **(REQUIRED)** _____

List all members of LLC, all partners of partnership or officers of corporation below:

NAME OF MEMBERS/ OWNERS/OFFICERS	TITLE	HOME ADDRESS
1.) _____		
2.) _____		
3.) _____		

Terms and Conditions of Sale

Unless otherwise specifically agreed to in writing by an officer of The Energy Federation, Inc., hereafter EFI, these Terms and Conditions of Sale, hereafter the Terms, shall apply to any and all orders placed by the Purchaser for products whether or not such order is subject to a signed or electronically generated purchase order or other agreement between EFI and the Purchaser.

1. Definitions - "EFI" means The Energy Federation, Inc. and any name under which it may trade. "Purchaser" means the person or entity identified in the "sold to" or "quoted to" space on the invoice. "Terms" means these Terms and Conditions of Sale.

2. Terms Governing Sale - All orders received from the Purchaser are subject to acceptance by EFI and EFI reserves the right, in its sole discretion, not to accept any purchase order, including any purchase order issued in connection with a quote provided by EFI. Purchaser agrees to be bound by all of the terms and conditions set forth herein. Any terms and conditions set forth in any purchase order or other document or any oral communication or written agreement which purports to be an addition to this Agreement which is inconsistent herewith shall not be binding upon EFI unless made in writing and accepted by the signature of an authorized officer of EFI. Any term or condition of sale contained in any document prepared by or received from Purchaser by EFI relating to the goods sold under this Agreement which is inconsistent with any term or condition of this Agreement is hereby rejected by EFI, and shall have no effect. EFI's failure to object to any term or condition in any communication from Purchaser will not be construed as agreement to such term or condition, nor will it be deemed a waiver of these terms.

3. Prices - All orders are subject to prices and terms of sale in effect on the date of shipment and such prices and terms are subject to change without prior notice to Purchaser. All price quotations expire thirty (30) days from the date of quotation and prices do not include freight or, where applicable, any federal, state or local taxes of any nature, all of which shall be paid by the Purchaser. All prices and other terms are subject to correction for typographical and clerical error.

4. Cancellation of Orders - All cancellations of orders must be requested by Purchaser in writing and approved by EFI in writing. Purchaser agrees to pay for any and all costs incurred by EFI in connection with any cancellation request.

5. Returned Goods - Only returns requested by Purchaser and approved by EFI in writing will be permitted. Goods returned for any reason other than a warranty claim will be subject to a restocking charge to compensate EFI for its reasonable costs incurred with respect to such return. Under no circumstances will goods be accepted for return after sixty (60) days from the date of shipment.

6. Credit - Notwithstanding any prior extension of credit by EFI to Purchaser, if at any time, EFI determines, in its sole judgment, that Purchaser's financial condition does not justify EFI's extension to it of credit in connection with any sale hereunder, EFI may, at its option, require Purchaser to make full payment in cash prior to order entry, manufacture, shipment or delivery.

7. Payment Terms - Unless otherwise specifically agreed to in writing to by a EFI Officer or the Credit Manager invoice payment terms are Net 25th. For example, the EFI billing month is from the 26th of one month through the 25th of the following month. Statements prepared and sent to the Purchaser dated the 25th of one month are due on the 25th of the following month. A late payment charge of one and one half percent (1.5%) per month on past due amounts or, if less, the maximum permitted by law, will be added to all outstanding balances after thirty (30) days from date of statement.

8. Default - In the event Purchaser defaults in payment, EFI may, in its sole discretion, suspend shipment of goods on order at such time. Purchaser shall be liable for all costs incurred by EFI in connection with such default including, but not limited to, attorney and collection agency fees.

9. Delivery and Risk of Loss - Unless otherwise agreed to in writing by EFI, when products are shipped by a manufacturer or other vendor

through a common carrier or a designated carrier to the buyer's designated shipping address, the risk of loss and title to the products shall pass to the buyer upon delivery of the product from the manufacturer to the common or designated carrier. In the case of Projects-Through-Stock, whereby EFI is providing logistic, staging and storage of material services, including acting as a bonded warehouse, the risk of loss and title to the products shall also pass to the buyer upon delivery of the product from the manufacturer to the common or designated carrier.

If vehicles leased or owned and operated by EFI deliver product from our warehouse(s) to the buyer, the risk of loss and title shall pass from EFI to the buyer upon delivery of the product to the shipping address designated by the buyer. However, in situations where EFI is delivering product from a Project-Through -Stock arrangement, risk of loss and title to the products will have already passed to the buyer upon delivery of the product from the manufacturer to the common or designated carrier. In the event of damage or loss of product, while in transit from a common or designated carrier, the buyer is responsible for filing freight claims directly to such carrier. Buyer remains liable to EFI for payment of the product in accordance with their standard payment terms.

10. Limitation of Liability - With respect to any claim against EFI arising in any way from the sale of goods hereunder other than warranty claims, EFI's liability shall not exceed the purchase price of such goods. EFI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, BACK CHARGES.

11. Specification Changes - All manufacturers' specifications either contained in EFI's catalogue, promotional literature or in any other document are subject to change without notice to Purchaser and without liability to EFI.

12. Performance - EFI will use reasonable efforts to meet shipment or delivery dates specified by the Purchaser, but such dates are estimates only and are not a firm commitment. Shipping dates furnished by EFI are approximate and shall not be deemed to be fixed or guaranteed. Time is not of the essence with respect to the transactions covered by the Terms, except with respect to Purchaser's obligation to make all related payments. EFI will not be liable for any delay in shipping or performance or non-delivery for any reason. Purchaser agrees that any delay in shipping or performance or non-delivery or perform any part of these Terms shall not be grounds for Purchaser to terminate or refuse to comply with any provision hereof and no claim or penalty shall be effective against EFI for such delay.

13. Claims - Any claim against EFI, other than warranty claims, must be made in writing and submitted to EFI in Marlborough Massachusetts by Certified Mail Return Receipt Requested within ten (10) days after delivery and must state the factual basis for such claim. Failure to make any such claim within ten (10) days of receipt of shipment shall constitute acceptance of the goods and waiver of any and all claims with respect to such shipment. Purchaser agrees that warranty claims shall be barred unless asserted by Purchaser by the commencement of an action within twelve (12) months after delivery of the goods. All provisions of this Agreement relating to warranties, remedies and claims shall survive any termination of this Agreement however arising.

14. Warranties - EFI MAKES NO WARRANTY EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING GOODS SOLD HEREUNDER. Purchaser's sole remedy with respect to defective goods purchased hereunder shall be limited to pursuing warranty claims against the manufacturers of such goods. EFI hereby assigns to purchaser all rights and warranty claims which it may have against the manufacturers of goods sold by it hereunder. EFI further agrees to use reasonable efforts to cooperate with the Purchasers to obtain from such manufacturers, in accordance with such manufacturers' customary practices, the repair or replacement of any goods which are defective in workmanship or material. With respect to goods modified by EFI at Purchasers' request, EFI shall have no liability whatsoever in the event that such goods' manufacturers' warranties are voided as a result of such modification.

15. Sales Representative - No EFI sales representative or other employee who is not an officer of EFI shall have authority to change or waive any of the terms and conditions of this Agreement. All changes to this agreement must be in writing and signed by an authorized individual.

16. No Waiver - Nothing contained herein shall be construed to limit or waive any right or remedy of EFI under applicable federal, state, or local laws.

17. Severability - The invalidity of any provision of this Agreement shall not invalidate or render unenforceable any other provision of this Agreement.

18. Entire Agreement and Modification - This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and is intended as a complete and exclusive statement of the terms and conditions of that agreement (any prior agreement being superseded by this Agreement and such prior agreements are hereafter null and void). This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any of the terms, provisions or conditions hereof (including this paragraph) shall be valid unless in writing, signed by an officer of EFI and supported by consideration. Notwithstanding the foregoing, EFI, may change, modify, add or delete any of these Terms and Conditions, prospectively, upon thirty (30) days written notification to the Purchaser.

19. Governing Law - All orders are subject to acceptance by EFI in Marlborough Massachusetts and this Agreement shall in all respects be governed by and construed under the laws of the State of Massachusetts without reference to its choice of law rules. Any claim or litigation brought by Purchaser must be brought in a court of competent jurisdiction in Essex County Massachusetts. In the event of litigation relating to this Agreement or the goods sold hereunder, Purchaser hereby agrees, to the extent permitted by law, to waive any right that it may have to a jury trial on any and all issues that may be raised in such litigation.

20. Force Majeure - EFI shall not be responsible for any delay or failure in performance of any part of a quote, these Terms, delivery of the Products to the extent such delay or failure is caused by an event beyond the reasonable control of EFI including without limitation, governmental action, fire, explosion, acts of God, flood, war, riot, accident, blockades, insurrections, riots, epidemics, earthquakes, hurricanes, tornados, floods, abnormal snow or hail storms, strikes, lockouts or other labor trouble, shortage of labor or materials, increases in material costs, failure or delay of sources of supply, transportation difficulty, acts of a public enemy, any other cause of like or unlike nature beyond the control of EFI or the existence of any circumstance making performance commercially impractical.

21. Confidentiality - All pricing, drawings, plans, disclosures, specifications, patterns or technical or business information furnished at any time to Purchaser by EFI shall remain the sole property of EFI. Purchaser shall hold all information in strict confidence shall not use or divulge to any person or entity any such information, and any and all copies of such information shall be returned to EFI promptly upon EFI's request.

22. Assignment - These terms are binding upon, and shall inure to the benefit of the Purchaser, EFI and their successors and permitted assigns. Purchaser may not assign all or any portion of its rights or obligations hereunder without the prior written consent of an officer of EFI. EFI may assign, delegate or subcontract a purchase order or any of its obligations under these Terms, in whole or in part, without Purchaser's consent.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

PERSONAL GUARANTY

I, the undersigned, do hereby agree that in consideration of Energy Federation's making delivery of any and all goods, materials, merchandise and/or equipment which may be ordered and/or delivered to the above Purchaser, do hereby guaranty personally, irrespective of any representative title annexed to my signature, and agree to assume liability for the payment of all bills rendered or to be rendered which are not paid promptly by the Purchaser, its subsidiaries, successors, assigns, affiliates, officers and/or directors, when due and subject to all of the terms and conditions of this Agreement and I agree to pay all costs of collection, including a reasonable attorney's fee, together with interest on any unpaid balance at the rate of 1.5% per month (18% per annum), or the maximum allowed by law. I do expressly waive notice of sale and delivery of any goods, materials, merchandise and/or equipment to the said Purchaser, notice of nonpayment thereof, notice of extension of time for the payment of any and all goods, wares, merchandise and/or equipment and notice of presentment and protest of any notes or other evidences of indebtedness received by Purchaser and/or indebtedness of the purchasing corporation, company, or business without in any way changing, releasing or discharging me from my obligations hereunder. This guaranty shall remain in full force and effect until a revocation by registered mail is sent to, received and agreed to in writing by Energy Federation and a replacement guarantor is provided. This guarantee shall be binding upon the undersigned and the undersigned's(s') heirs, administrators, executors, and successors and assigns.

GUARANTOR(S) ACKNOWLEDGE(S) THAT SAID TRANSACTION IS A COMMERCIAL TRANSACTION AND WAIVES GUARANTOR(S)'S RIGHTS TO NOTICE AND HEARING ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH GRANITE CITY MAY DESIRE TO USE, AND FURTHER WAIVES ALL REQUIREMENTS OF DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS UNDER THE CREDIT AGREEMENT.

Guarantor (full signature required, no title): _____

Social Security No.: _____ Print Name: _____

Trade References

([email contact required](#))— Please do not include Home Depot, Lowes, or any credit card as they will not provide credit references.

Business Name	Business Name	Business Name
Street Address	Street Address	Street Address
CityStateZip Code	CityStateZip Code	CityStateZip Code
Phone	Phone	Phone
Fax	Fax	Fax
E-mail	E-mail	E-mail
Products Or Services Provided	Products Or Services Provided	Products Or Services Provided

Bank Reference

Bank Name	Contact
Street Address	PhoneFax
CityStateZip Code	Account Number

Please email completed documents to AR@efi.org