

# APPLICATION FOR CREDIT, EECOL ELECTRIC CORP

### **APPLICANT (BUSINESS) INFORMATION**

Legal Business Name				
Trade Name (or Operating as)				
Division/Subsidiary of				
Billing Address Line 1				
Billing Address Line 2				
City/Town/County	Province/State	Postal/Zij	o Code	Country
Shipping Address (if different)				
City/Town/County	Province/State	Postal/Zij	o Code	Country
Telephone	Email			
Industry Type (select all that apply)	Construction  Industrial	] Government 🗆 Comr	mercial 🗆 OEM 🗆 U	ltility 🗆 Wholesale
Date Business Established				
Are you PST Exempt  YES NO If yes, enter PST # (Attach Exempti			Attach Exemption	Certificate)
Anticipated Monthly Purchases	Financ	cial Documents are r	equested for amou	unts 100K and above
Legal Entity (Company Type)   Corp	oration	Proprietorship 🗆 Inc	ligenous 🗆 Other:	
	OWNER INFO (President/Principal/Propr			
Owner Name:	Title:	Phone:	Email:	
Owner Name:	Title:	Phone:	Email:	
Owner Name:	Title:	Phone:	Email:	
	ACCOUNTS PAYABI	E INFORMATION		
Controller Name:	Phone:	Email:		
Contact Name:	Phone:	Email:		
Send Invoices/Statements to AP ema	il noted? □ YES □ NO,	use:		
Does your Business submit payment	by Electronic Fund Trans	fer (EFT) 🗆 YES 🗆	] <b>NO</b>	
	SUPPLIER RE	FERENCES		
Supplier Name:	Tel:	Credit Dep	t. Email:	
		Credit Dept. Email:		
Supplier Name:	Tel:	Credit Dept. Email:		



#### **BUSINESS BANK INFORMATION**

Name of Bank:	Addr	ess:			
City:	Prov/State:		Postal/Zip Code:	Country:	
Account Manager Name:		Tel:	Fax:		
Email:					
Business Account #:	count #: Branch/Transit #:		Institutio	n #:	

## **Terms and Conditions – Credit Agreement**

In Consideration of Eecol Electric Corp and all of its subsidiaries, affiliates and unincorporated divisions as such may exist from time to time and may be named in Wesco International, Inc's form 10-K available at <a href="http://wesco.investorroom.com/sec-filings">http://wesco.investorroom.com/sec-filings</a> (collectively and herein after referred to as "Seller") permitting the purchase of goods and services on a credit basis, the Applicant hereby agree to the following terms and conditions: By signing below, Applicant warrants that (i) he or she is a duly authorized representative of the Applicant with full legal authority to bind the same by execution of this Application and (ii) the information provided to Seller in this Application and any other provided financial statements are accurate, truthful, current and complete, and that such information is provided for the purpose of inducing Seller to extend credit to Applicant for the purchase of products, software, and/or services. Seller reserves the right to decline credit to any Applicant and shall have the right to cancel this Application at any time without notice to Applicant. Applicant authorizes Seller (and its authorized representatives) to (i) obtain and monitor credit reports and/or other information regarding Applicant's business from any source, including but not limited to, all references, bank confirmations and banks listed in this Application and any credit reporting and granting institutions, and (ii) release, disclose and collect information to and from credit reporting and granting institutions form any source, or to and from entities that the Applicant have identified on the Application form regarding Seller's credit experience with Applicant. Any references to a granted amount of credit in this Application will not be deemed a limitation of Applicant's liability. The Applicant agrees to hold the Seller harmless for any inconvenience whatsoever caused by either a temporary or permanent withdrawal of credit privileges whether or not the App

It is understood and agreed that Payment terms for Seller invoices are thirty days from invoice date (the "Due Date"), unless otherwise agreed to by the parties in writing. Seller accepts payment on accounts with Approved terms, by cheque, EFT and On-Line Banking. Most major credit card payments are accepted only at POINT OF SALE. All amounts not paid on or before the Due Date will be deemed PAST DUE and the Applicant agrees to pay interest on all past due amounts at the rate of 24% per annum, calculated daily and payable monthly (2% per month). This rate is subject to change upon notice by Seller to the Applicant by either email or ordinary mail. I/We agree to pay all collection costs including Solicitor costs on a Solicitor and Client basis, which may arise from non-payment of the account.

By signing below, Applicant acknowledges and agrees that, effective upon Seller granting any credit to Applicant, (i) all sales of products, software and services to Applicant are, to the extent not inconsistent with the terms in this Application, subject to Seller's Terms and Conditions of Sale, available at https://service.eecol.com/terms\_and\_conditions\_of\_sale.pdf, in effect at the time of such sale, which are expressly incorporated into and shall govern each transaction between Seller and Applicant, (ii) Seller's provision of credit for the supply of products, software and services constitutes fair and sufficient consideration in exchange for the applicability of such standard Terms and Conditions of Sale, (iii) each of Seller's quotes is a firm offer to sell. If Seller extends credit to Applicant, Applicant shall then be referred to as Customer or Buyer in Seller's Terms and Conditions of Sale, and (iv) consents to receiving electronic communications (e.g. promotions, product Information, etc.) from Seller and its Affiliates. I understand that I can withdrawal my consent at any time by notifying Seller in writing. Any variance from such Terms and Conditions of Sale will be effective only if agreed to in writing by Seller prior to the time of sale. Seller reserves the right to convert any payment into electronic funds at its discretion. This Application is deemed to be made in the Province of the Seller's Financial Service office in receipt of this Application for Credit and any breach of this contract may at the sole election of the Seller be litigated in any competent court in Canada.

Dated at	this day of	, 20
(City and Province/State)		
Printed Name of Business ("Applicant")		
<u>X</u>		
Authorized Signatory	Witness Signature	
Printed Name of Authorized Signatory	Print Name of Witness	

Title of Authorized Signatory



### **Personal Guarantee**

APPLICANT NAME:

To: Eecol Electric Corp and all of its subsidiaries, affiliates and unincorporated divisions as such may exist from time to time and may be named in Wesco International, Inc's form 10-K available at <u>http://wesco.investorroom.com/sec-filings</u> (collectively and herein after referred to as "Seller").

In consideration of credit being extended by Seller to Applicant pursuant to the Application, I/we hereby personally guarantee to Seller payment of any obligation of Applicant and agree to be bound to pay Seller on demand any sum that is or may in the future become due and payable to Seller from Applicant (collectively, "Liabilities"), including but not limited to any unpaid principal, interest, attorneys' fees and costs of enforcement against the Applicant and/or the undersigned guarantor(s). It is understood and agreed that this Guarantee shall be a primary, absolute, continuing and irrevocable guarantee of payment and indemnity for Liabilities and will not be subject to any counterclaims, set-offs, other deductions or defenses. I/We hereby waive notice of default, non-payment, non-performance, dishonor, protest, presentment, diligence, promptness, creation, renewal, accrual, extension, proof or reliance, and agree to be bound by all applicable terms and conditions set forth in the Application, including the Terms and Conditions of Sale, available at https:// service.eecol.com/terms\_and\_conditions\_of\_sale.pdf, as they may be amended from time to time. This Guarantee will not be released, discharged, terminated, modified, affected or impaired by any occurrences or circumstances whatsoever, including without limitation any insolvency, bankruptcy, reorganization or other similar proceeding affecting Applicant or its assets or any negotiations or course of dealing between Seller and the Applicant. I/we acknowledge and agree that Seller may require payment from any guarantor without first exhausting any recourse against the Applicant or any other person (including other person) or on any security and further renounce to all benefits of discussion and division. This Guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by Seller. This Guarantee covers the entire agreement between the guarantor and Seller relative to this Guarantee and shall be binding upon the heirs, administrators, successors and assigns of the undersigned. This Guarantee shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Terms not defined herein shall have the meaning ascribed to them in the application for credit and the applicable terms and conditions (collectively, the "Application") between Seller and Applicant entered into on or about the date hereof.

Dated at	this	day of	, 20
(City and Province)		-	
x			
Signature	Witness		

Print Name

Print Name

The Guarantee must be witnessed and certified by a Barrister & Solicitor in the Province of Alberta and be accompanied by a completed Guarantees Acknowledgement Certificate