



CREDIT APPLICATION

Submit the completed form to credit@kovalsky-carr.com, or mail to:

Kovalsky-Carr Electric Supply

208 St Paul St
Rochester, NY 14604
Attention: Credit Department

Federal ID #51-0102767

Account _____
Approval _____
Limit _____
Sales Number _____
Customer Number _____
Date _____

Company Name _____
Billing Address _____ City _____ State _____ Zip _____
Shipping Address _____ City _____ State _____ Zip _____
Nature of Business _____ Phone (____) _____ Number of Years in Business _____
Fax Number (____) _____ Email _____

Please check one Corporation Individual Partnership

Full Name of Corporate Officers and Titles

_____/_____
_____/_____
_____/_____

Federal Tax Number _____

Are Purchase Orders Required? Yes No Sales Tax Status _____ Taxable _____ Exempt (if exempt, attached exempt certificate)

For Contractors License Number _____ State License _____ Principal Bonding Company _____

Address _____ City _____ State _____ Zip _____

Sr. Purchasing Agent _____ Phone (____) _____

Trade References

| Company Name | Phone | Fax | Email |
|--------------|--------------|--------------|-------|
| _____ | (____) _____ | (____) _____ | _____ |
| _____ | (____) _____ | (____) _____ | _____ |
| _____ | (____) _____ | (____) _____ | _____ |

Principal Bank _____ Address _____

Account Number _____ Bank Officer in Charge of Account _____ Phone (____) _____

Payment Terms: Service charge of up to 2% will be assessed on overdue balances. Account exceeding the 30 day period will be subject to restricted credit. Payment records dictate the acceptable limits of credit. Unauthorized deductions or discounts will be considered overdue and billed back on account. In the event your account is referred to collections or Kovalsky-Carr Electric Supply otherwise undertakes efforts to collect its account, you expressly agree to pay all costs of collection, including attorneys' fees, court costs, and other expenses reasonably incurred in connection with such collection efforts.

Annual Sales Volume \$ _____ Credit Limit Requested \$ _____ Estimated Monthly Purchases \$ _____

Special Billing Requirements _____

The Company hereby acknowledges its receipt of United Electric Supply d/b/a Kovalsky-Carr Electric Supply Terms and Conditions and hereby agrees that such Terms and Conditions are applicable to all purchases made by the Company from Kovalsky-Carr (whether made by purchase order or other purchase arrangement, including any purchase arrangement made in writing, by electronic transmission, telephonically, orally, or otherwise), and that such Terms and Conditions are hereby incorporated by reference into this Credit Application and into any purchase order or other such purchase arrangement between the Company and Kovalsky-Carr. IN WITNESS WHEREOF, intending to be legally bound, the Company has caused this Credit Application to be legally executed as of the date set forth below.

Company Name _____ Date _____

Signature _____ Title _____

Please Complete Reverse Side

PERSONAL GUARANTEE

In consideration of United Electric Supply Co., Inc. d/b/a, Kovalsky-Carr Electric Supply Co., Inc. hereinafter referred to as Kovalsky-Carr, extending credit to hereinafter referred to as debtor, for goods that have been or may be sold to debtor from time to time by Kovalsky-Carr upon consideration of the present forbearance by Kovalsky-Carr on any existing indebtedness (which forbearance Kovalsky-Carr can terminate at any time by notice to debtor) and of the continued extension of credit to debtor, we jointly and severally agree as follows:

Upon demand, the undersigned (hereinafter, "Guarantors") will immediately pay to Kovalsky-Carr or assigns, any sum due by debtor to Kovalsky-Carr and unpaid after the due date thereof.

It is understood that Kovalsky-Carr may, without consulting or notifying us:

Extend the due date of any indebtedness, or any part thereof owed to it by debtor.

Accept any promissory note or other evidence of indebtedness from debtor, and renew or extend any such note or other evidence of indebtedness.

Accept collateral in any form for any such indebtedness.

Assign this guarantee in whole or in part in conjunction with the sale, assignment or transfer, in whole or in part, of the indebtedness herein guaranteed, in which event the assignee, transferee or holder of the indebtedness shall have the right to enforce this guarantee, by suit or otherwise for his/its benefit as fully as if this guarantee specifically names such assignee, transferee or holder, but Kovalsky-Carr shall have an unimpaired right to enforce this guarantee for its benefit as to any part of the indebtedness herein guaranteed which it does not sell, assign or transfer.

Any such action on the part of Kovalsky-Carr shall not relieve us of our obligation under this guarantee,

It is further understood that each of the Guarantors shall become liable to Kovalsky-Carr or its successors or assigns under this Guarantee upon receipt of the Guarantee by Kovalsky-Carr and that Kovalsky-Carr shall not be obligated to notify the Guarantors that it has accepted this Guarantee. Each of the Guarantors hereby waives presentment, protest and notice of nonpayment of any note or other evidence of indebtedness accepted by Kovalsky-Carr from debtor and any and all other surety defenses.

This is a guarantee of payment and performance and not of collection, and the liability of each of the Guarantors under this Guarantee shall be primary, direct and immediate, and not conditional or contingent upon pursuit by Kovalsky-Carr of any remedies it may have against debtor or against any other person or entity or against any property of any person or entity.

If any of the present or future obligations of debtor owed to Kovalsky-Carr is guaranteed by persons, partnerships, corporations, companies or other entities in addition to the Guarantors, the death, release or discharge in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them, will not discharge or affect the Guarantors' liabilities under this Guarantee. Notwithstanding anything contained in this Guarantee to the contrary, this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment of all, or any part thereof, of the present or future obligations of debtor owed to Kovalsky-Carr is rescinded or must otherwise be restored by Kovalsky-Carr whether due to any bankruptcy or insolvency or otherwise. The insolvency of debtor, and any bankruptcy or reorganization proceeding with respect thereto, shall not affect in any way our unconditional and absolute liability hereunder.

If any of the Guarantors advances any sums to debtor, or its successors or assigns, or if debtor or its successors and assigns shall hereafter become indebted to any of the Guarantors, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing Kovalsky-Carr from debtor. Each of the Guarantors hereby irrevocably waives any and all rights to which any of the Guarantors may be entitled, by operation of law or otherwise, upon making any payment hereunder, (a) to be subrogated to the rights of Kovalsky-Carr against debtor with respect to such payment or otherwise to be reimbursed, indemnified or exonerated by debtor in respect thereof, or (b) to receive any payment, in the nature of contribution or for any other reason, from any person or entity with respect to such payment. No set-off, counterclaim or reduction, no diminution of an obligation, and no defense of any kind or nature that any of the Guarantors may have against debtor or Kovalsky-Carr shall affect, modify or impair the obligations hereunder of any of the Guarantors.

This Guarantee, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Guarantee shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, without regard to any conflict of laws principles thereof.

Each of the Guarantors hereto hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware and (b) with respect to actions commenced in the courts of the State of Delaware or the federal courts sitting in the State of Delaware, to the extent any of the Guarantors is not otherwise subject to service of process in the State of Delaware, that service of process may also be made on such Guarantor by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware. Signers of the Personal Guarantee hereby authorize Kovalsky-Carr Electric and/or affiliates to obtain a consumer credit report in order to evaluate creditworthiness in connection with the extension and review of credit.

Husband Social Security Number _____ Name (printed) _____ Signature _____

Wife Social Security Number _____ Name (printed) _____ Signature _____

Husband Social Security Number _____ Name (printed) _____ Signature _____

Wife Social Security Number _____ Name (printed) _____ Signature _____

I hereby certify under my official seal that I am authorized as a Notary Public to administer oaths under the laws of the state of and that the foregoing was subscribed and sworn to before me on the day and year first above stated

NOTARY PUBLIC _____

County of _____ State of _____

SEAL HERE

1. **Definitions** - "Kovalsky-Carr" means United Electric Supply Company, Inc. d/b/a Kovasky-Carr and any name under which it may trade "Purchaser" means the person identified in the "sold to" or "quoted to" space on the reverse hereof.
2. **Terms Governing Sale** - 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 Kovalsky-Carr unless made in writing and accepted by the signature of an authorized officer or manager of Kovalsky-Carr. Any term or condition of sale contained in any document prepared by or received from Purchaser by Kovalsky-Carr relating to the goods sold under this Agreement which is inconsistent with any term or condition of this Agreement is hereby rejected by Kovalsky-Carr, and shall have no effect.
3. **Shipping Dates** - Shipping dates furnished by Kovalsky-Carr are approximate and shall not be deemed to be fixed or guaranteed.
4. **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. Unless otherwise stated on the reverse hereof, all price quotations expire 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.
5. **Cancellation of Orders** - All cancellations of orders must be requested by Purchaser and approved by Kovalsky-Carr in writing. Purchaser agrees to pay for any and all costs incurred by Kovalsky-Carr in connection with any cancellation request.
6. **Returned Goods** - Only returns requested by Purchaser and approved by Kovalsky-Carr in writing will be permitted. Goods returned for any reason other than a warranty claim will be subject to a restocking charge to compensate Kovalsky-Carr for its reasonable costs incurred with respect to such return. Under no circumstances will goods be accepted for return after 60 days from the date of shipment.
7. **Wire Cuts** - Kovalsky-Carr will not accept returns of wire which has been cut to specified lengths at Purchaser's request.
8. **Credit** - Notwithstanding any prior extension of credit by Kovalsky-Carr to Purchaser, if at any time, Kovalsky-Carr determines, in its sole judgment, that Purchaser's financial condition does not justify Kovalsky-Carr's extension to it of credit in connection with any sale hereunder, Kovalsky-Carr may, at its option, require Purchaser to make full payment in cash prior to order entry, manufacture, shipment or delivery.
9. **Payment Terms** - Unless otherwise stated on the face hereof or of Kovalsky-Carr's invoice payment terms in connection with credit approved by Kovalsky-Carr are net 30 days from the date of invoice, and Kovalsky-Carr does not extend cash discount terms. A late payment charge of 2.0% per month on past due amounts or, if less, the maximum permitted by law, will be added to all outstanding balances after 30 days from date of invoice.
10. **Default** - In the event Purchaser defaults in payment, Kovalsky-Carr may, in its sole discretion, suspend shipment of goods on order at such time. Purchaser shall be liable for all costs incurred by Kovalsky-Carr in connection with such default including, but not limited to, attorney and collection agency fees.
11. **Risk of Loss** - If goods are shipped directly from a manufacturer or vendor other than Kovalsky-Carr to Purchaser's shipping address shown herein, the risk of loss of such goods shall not be on Kovalsky-Carr. Otherwise, the risk of loss shall pass from Kovalsky-Carr to Purchaser upon (i) delivery to Purchaser's shipping address, if shipped by Kovalsky-Carr's vehicle or (ii) delivery to a common carrier, if shipped by common carrier. When goods are shipped by common carrier all claims for damages or losses in transit must be made by Purchaser directly to such common carrier. Purchaser shall be obligated to pay the full amount of Kovalsky-Carr's invoice in accordance with the payment terms stated therein, or hereunder notwithstanding damage in transit by or disputes with common carriers.
12. **Limitation of Liability** - With respect to any claim against Kovalsky-Carr arising in any way from the sale of goods hereunder other than warranty claims, Kovalsky-Carr's liability shall not exceed the purchase price of such goods. KOVALSKY-CARR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, BACK CHARGES. Kovalsky-Carr shall not be liable for damages of any kind resulting from any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties, failure or delay of sources of supply, transportation difficulties, accidents, fires, acts of God, or any other cause of like or unlike nature beyond Kovalsky-Carr's reasonable control.
13. **Specification Changes** - All manufacturers' specifications, either contained in Kovalsky-Carr's catalogue, promotional literature or in any other document are subject to change without notice to Purchaser and without liability to Kovalsky-Carr.
14. **Confirmations** - Written confirmation by Purchaser of telephone or other oral orders must be clearly marked "confirming" to avoid duplicate shipments. If this is not done and duplicate shipment occurs, Purchaser's written confirmation shall be deemed to be a separate order subject to terms and conditions of this Agreement.

15. **Claims** - Any claim against Kovalsky-Carr other than warranty claims must be made in writing 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 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.
16. **Warranties** - KOVALSKY-CARR 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. Kovalsky-Carr hereby assigns to purchaser all rights and warranty claims which it may have against the manufacturers of goods sold by it hereunder. Kovalsky-Carr 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 Kovalsky-Carr at Purchasers' request, Kovalsky-Carr shall have no liability whatsoever in the event that such goods' manufacturers' warranties are voided as a result of such modification.
17. **Sales Representative** - No Kovalsky-Carr sales representative or other employee who is not an officer or manager of Kovalsky-Carr shall have authority to change or waive any of the terms and conditions of this Agreement.
18. **Waiver of Jury Trial** - 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.
19. **No Waiver** - Nothing contained herein shall be construed to limit or waive any right or remedy of Kovalsky-Carr under applicable federal, state, or local laws.
20. **Severability** - The invalidity of any provision of this Agreement shall not invalidate or render unenforceable any other provision of this Agreement.
21. **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, supported by consideration, and signed by the party against whom the same is sought to be enforced.
22. **Governing Law** - All orders are subject to acceptance by Kovalsky-Carr in Delaware and this Agreement shall in all respects be governed by and construed under the laws of the State of Delaware.

ATTENTION ACCOUNTS PAYABLE MANAGER

ACH IS OUR PREFERRED METHOD OF PAYMENT

Financial Institution: PNC Bank, National Association
Address: 500 First Avenue, Pittsburgh, PA 15219
Routing Transit #: 031100089
Swift Code: PNCCUS33
Phone: 800-669-1518 Option 6
Account Title: Kovalsky-Carr Electric Supply Co. Inc.
Account #: 5606440142
Account Type: Commercial Checking

Please send remittance to: cash.application@unitedelectric.com

REMIT TO ADDRESS

Checks can be mailed to our lockbox at:

Kovalsky-Carr Electric Supply
PO Box 826788
Philadelphia, PA 19182-6788

Express or Overnight mailings can be sent to:

Kovalsky-Carr Electric Supply
826788
525 Fellowship Road, Suite 330
Mt. Laurel, NJ 08054-3415

We appreciate your use of Kovalsky-Carr Electric Supply as your partner for your electrical needs. Your suggestions and feedback are always welcome.

Thank you for your continued business.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
United Electric Supply Co. Inc.

2 Business name/disregarded entity name, if different from above
d/b/a Kovalsky-Carr Electric Supply

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
208 St. Paul Street

6 City, state, and ZIP code
Rochester, NY 14604

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | | |
|--|--|--|--|---|--|--|--|--|--|--|
| | | | | - | | | | | | |
|--|--|--|--|---|--|--|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 1 | - | 0 | 1 | 0 | 2 | 7 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1.3.2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.