

# COMMERCIAL CREDIT APPLICATION

## IRBY ELECTRICAL DISTRIBUTOR

Please complete the following application in its entirety to ensure prompt processing of the account setup. You are welcome to email the final signed application to [credit@irby.com](mailto:credit@irby.com) and then please mail the original to the corporate address at:

Attn: Credit Department  
PO Box 1819  
Jackson, MS 39215

FOR IRBY USE ONLY			CREDIT DEPARTMENT USE ONLY
ACCOUNT NO. _____			
CUSTOMER TYPE _____			
SALESMAN ID _____	PRICE CLASS _____	MANAGER INITIAL _____	
CUSTOMER VELOCITY _____	CUSTOMER SELECT CODE _____	DATE _____	



# APPLICATION FOR CREDIT AND BILLING INFORMATION

DATE \_\_\_\_\_

CUSTOMER ACCOUNT NAME \_\_\_\_\_

BILLING EMAIL OR FAX \_\_\_\_\_

**BILLING ADDRESS:** DEPARTMENT, ETC. \_\_\_\_\_

POST OFFICE ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

A/P CONTACT PERSON \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_



SIGN ME UP TO SAVE TIME PROCESSING INVOICES FOR PAYMENT, RETRIEVING ADDITIONAL COPIES, AND PAYMENTS.

**SHIPPING ADDRESS:** (PLEASE ADVISE IF MORE THAN ONE ADDRESS — PLEASE ATTACH SEPARATE LIST OF ALL SHIPPING ADDRESSES)

DEPARTMENT, ETC. \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_

HIGH CREDIT REQUESTED \$ \_\_\_\_\_ **PLEASE SUBMIT FINANCIAL STATEMENT FOR CREDIT OVER \$5,000.00**

SALES TAX STATUS:  TAXABLE  EXEMPT (ACCOUNT WILL BE SET UP TAX EXEMPT ONLY BY ATTACHING A VALID TAX EXEMPTION CERTIFICATE)

KIND OF BUSINESS:  RESIDENTIAL  COMMERCIAL  UTILITY DATE ESTABLISHED \_\_\_\_\_

BUSINESS TYPE:  INDIVIDUAL  PARTNERSHIP  CORPORATION  OTHER: \_\_\_\_\_

DUNS# \_\_\_\_\_ FEDERAL ID# \_\_\_\_\_

**IF INDIVIDUAL:** SOCIAL SECURITY NUMBER \_\_\_\_\_ HOME PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_

LIST ALL OWNERS, OFFICERS, PARTNERS, OR OTHER RESPONSIBLE PERSONS:

NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

**BANK REFERENCES** 1) BANK NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

IRBY ONLINE 24/7 – PLACE ORDERS AND MANAGE YOUR ACCOUNT VIA THE INTERNET  
SIGN UP FOR ACCESS TO IRBY ONLINE AT [http://www.irby.com/forms/signup\\_form.asp](http://www.irby.com/forms/signup_form.asp)

TRADE REFERENCES: 1) COMPANY NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

2) COMPANY NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

3) COMPANY NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

4) COMPANY NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP + 4 \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

HAS YOUR COMPANY, OR ANY OF ITS OWNERS OR PARTNERS EVER FILED A VOLUNTARY PETITION OF BANKRUPTCY?  YES  NO  
 (IF YES, YOU MUST ATTACH A LETTER OF EXPLANATION, INCLUDING ALL INFORMATION NECESSARY FOR VERIFICATION.)

HAS A TAX LIEN BEEN FILED AGAINST YOUR COMPANY, OR ANY OF ITS OWNERS OR PARTNERS WITHIN THE PAST FIVE (5) YEARS  
 YES  NO (IF YES, YOU MUST ATTACH A LETTER OF EXPLANATION, INCLUDING ALL INFORMATION NECESSARY FOR VERIFICATION.)

**NO APPLICATION WILL BE PROCESSED WITHOUT THE SIGNATURE OF APPLICANT'S AUTHORIZED INDIVIDUAL.**  
 IN SUBMITTING THIS APPLICATION, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF SALE AS  
 PRINTED ON THE REVERSE OF THIS APPLICATION AND CAN BE FOUND AT WWW.IRBY.COM.

THE APPLICANT AUTHORIZES THE ABOVE NAMED CREDITOR TO OBTAIN A WRITTEN OR ORAL CREDIT REPORT FROM ANY CREDIT REPORTING  
 AGENCY.

APPLICANT WAIVES ALL RIGHTS REGARDING VENUE AND AGREES THAT ANY LEGAL ACTION REGARDING ITS ACCOUNT MAY BE BROUGHT IN THE  
 APPROPRIATE COURT LOCATIONS AS STATED IN TERMS AND CONDITIONS.

BY SIGNING THIS APPLICATION I ACKNOWLEDGE I HAVE RECEIVED THE PRIVACY POLICY.

NAME OF APPLICANT	SIGNATURE	DATE
-------------------	-----------	------

**PERSONAL GUARANTY**

The undersigned has completed this Credit Application for the purpose of obtaining credit from Stuart C. Irby Co. as an inducement to Stuart C. Irby Co. extending credit to the above-named Applicant. Each of the individuals signing below in the spaces designated for Guarantor(s), by their signatures below, jointly and severally, hereby unconditionally guarantee to Stuart C. Irby Co. the payment of all existing indebtedness of the Applicant, together with any and all amounts that the Applicant shall at any future time owe to Stuart C. Irby Co. on account of materials, equipment, or any other goods or services furnished or sold, whether such indebtedness is in the form of an open account, promissory note, other commercial paper, or otherwise.

If the Applicant's account is placed in the hands of an attorney for collection, the undersigned Guarantor agrees to pay twenty percent (20%) of the account balance as attorney's fees and costs of collection.

This shall be a primary, absolute, unconditional, open and continuing guaranty, and shall continue in force until expressly revoked by written notice from the undersigned, mailed by certified mail and received by Stuart C. Irby Co. at its above-printed address; provided, however, that such revocation shall not in any manner affect the liability of the undersigned as to any indebtedness owed by the Applicant at the time of such revocation or as to any indebtedness incurred by Applicant prior to the receipt by Stuart C. Irby Co. of the above-mentioned revocation notice. It is the intent of the undersigned Guarantor to be primarily and not secondary liable for the indebtedness hereby assumed and guaranteed, and this is a guarantee of payment and not merely a guarantee of collection.

The time of payment of any indebtedness hereby guaranteed may be extended and the form of indebtedness changed, without notice to the undersigned Guarantor and without affecting or releasing the liability of the undersigned. Notice of indebtedness and default in payment are hereby expressly waived by each of the undersigned. It shall not be necessary for Stuart C. Irby Co. to procure any judgement against the Applicant before demanding and receiving payment from the undersigned for any indebtedness guaranteed hereby. Each of the undersigned Guarantors hereby represent to Stuart C. Irby Co. that he is interested in the business and affairs of the Applicant, and each understands that in the absence of the Guaranty, Stuart C. Irby Co. will not extend credit to this Applicant currently or in the future.

Guarantor(s) grant permission to Seller to obtain personal credit information from personal references furnished and/or from credit bureau reports, as may be deemed advisable. The undersigned individual(s) hereby knowingly consent to the use of such report in any manner consistent with the Federal Fair Credit Reporting Act as contained in 15 USC 1681, ct seq. Applicant warrants that the materials to be purchased are not for any personal, family, or household purposes.

DATE \_\_\_\_\_  
 GUARANTOR(S):

PRINT	SOCIAL SECURITY NUMBER	SIGNATURE
-------	------------------------	-----------

PRINT	SOCIAL SECURITY NUMBER	SIGNATURE
-------	------------------------	-----------

## Customer Service Correspondence

If you send us correspondence, including e-mails and faxes, we may retain such information in the records of your account. We may also retain customer service correspondence and other correspondence from Irby to you. We retain these records in order to investigate potential fraud and violations of our Credit Application. We may, over time, delete these records if permitted by law.

## C. Our Use and Disclosure of Information

### Internal Uses

We collect, store and process your personal information. We use the information we collect about you in order 1) to determine your eligibility for a Credit Account, 2) to provide customer service, and 3) to improve our products and services.

### Disclosure to Third Parties

Irby will not share any of your personally identifiable information with third parties except in the limited circumstances described below, or with your express permission. These third parties are limited by law or by contract from using the information for secondary purposes beyond the purposes for which the information is shared.

1. We disclose information that we in good faith believe is appropriate to cooperate in investigations of fraud or other illegal activity, or to conduct investigations of violations of our Credit Application.
2. We disclose information in response to a subpoena, warrant, court order, levy, attachment, order of a court-appointed receiver or other comparable legal process, including subpoenas from private parties in a civil action.
3. We disclose information to your agent or legal representative (such as the holder of a power of attorney that you grant, or a guardian appointed for you).
4. As with any other business, it is possible that Irby in the future could merge with or be acquired by another company. If such an acquisition occurs, the successor company would have access to the information maintained by Irby, including customer account information, but would continue to be bound by this Privacy Policy unless and until it is amended as described in Section A above.
5. We may share your information with our parent, subsidiaries and joint ventures to help coordinate the services we provide to you.

### Our Contacts with Irby Customers

We may communicate with customers via e-mail, phone or other methods to provide requested services, resolve customer complaints or investigate suspicious transactions. In connection with independent audits of our financial statements and operations, the auditors may seek to contact a sample of our customers to confirm that our records are accurate. However, these auditors cannot use personally identifiable information for any secondary purposes.

## D. Information Security

We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

## E. Updating Your Credit Account Information

If you apply for a Credit Account with Irby, you agree that you have a continuing obligation to update the information you provided in the Credit Application, if at any time the information has changed. If you close your Irby account, we will mark your account in our database as "Closed," but will keep your account information.



# STUART C. IRBY CO. PRIVACY POLICY

The Privacy Policy below governs your Irby Credit Account and any information you provide.

## A. Overview

## B. Information We Collect

## C. Our Use and Disclosure of Information

## D. Information Security

## E. Updating Your Credit Account Information

### A. Overview

In order to operate the Irby Credit Account service and to reduce the risk of fraud, Stuart C. Irby Co. ("Irby" or "we") must ask you to provide us information about yourself and your credit. This Privacy Policy describes the information we collect and how we use that information.

If you apply for a Credit Account with Irby, you authorize Irby to obtain personal credit information from personal references furnished and/or from credit bureau reports. You also authorize Irby and any credit reporting agency to exchange the information you provide in the application form. If you are approved for a Credit Account, your account will be governed by the Privacy Policy.

Irby will use your information in accordance with the terms of this Privacy Policy. As described in more detail in Part C below, there are limited circumstances in which some of your information will be shared with third parties, under strict restrictions, so it is important for you to review this Privacy Policy.

By accepting the Privacy Policy and signing the Credit Application, you expressly consent to our use and disclosure of your personal information in the manner described in this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Credit Application. This Privacy Policy will take effect on March 1, 2005.

Please note that your personal information will be stored and processed on our computers in Mississippi. The laws on holding personal data in Mississippi may be less stringent than the laws of your state. If you object to your personal information being transferred or used as described in this Privacy Policy, please do not apply for the Credit Account.

### Notification of Changes

This policy is posted on Irby's website at [http://www.irby.com/Privacy\\_Policy.asp](http://www.irby.com/Privacy_Policy.asp). We may periodically revise this policy as a consequence of changes to our Terms and Conditions of Sale or based on suggestions from our customers. By applying for a Credit Account with Irby, you acknowledge that you use Irby's website to access information about your Credit Account and you agree to receive this policy and later modified versions of this policy by accessing the policy on our website.

## B. Information We Collect

### Required Information

To open an Irby account, you must complete and sign the Credit Application. Information About You From Third Parties

In order to protect all our customers against potential fraud, we verify with third parties the information you provide. In the course of such verification, we receive personally identifiable information about you from such services. In particular, if you apply for a Credit Account with Irby, we will conduct a background check on you and/or your business by obtaining information about you and/or your business from a credit bureau or a business information service such as Dun & Bradstreet. If you incur a debt to Irby, we will generally conduct a credit check on you by obtaining additional information about you from a credit bureau, to the extent permitted by law. Irby, at its sole discretion, also reserves the right periodically to retrieve and review a business and/or consumer credit report for any account, and reserves the right to close an account based on information obtained during this credit review process.

### Additional Verification

If we cannot verify the information that you provide, or if you request that Irby send invoices to an address other than your verified Credit Account billing address, we may ask you to send us additional information by fax (such as your driver's license, credit card statement, and/or a recent utility bill or other information linking you to the applicable address), or to answer additional questions to help verify your information.



# Stuart C. Irby Company (“Irby”) Terms and Conditions of Sale

**General.** These Terms and Conditions of Sale (“Terms”) apply to any order from or sale to a customer of Irby (any such customer as well as any applicant for credit with Irby may be referred to as a “Customer”) and are part of any application for credit with Irby. These Terms also apply to any proposal, estimate or quote that Irby makes. These Terms may not be changed or superseded by any different or additional terms and conditions contained in any Customer purchase order, acknowledgement, form or other document. Irby hereby objects to and rejects any such additional or different terms and conditions. Additional or different terms shall only apply if an officer of Irby (Vice President or higher only) approves the additional or different terms in a signed writing expressing the officer’s intent to bind Irby to the additional or different terms and conditions. The Customer agrees not to assert Uniform Commercial Code § 2-207 (“§ 2-207”) or any statute based on § 2-207 to avoid, modify or add to these Terms.

**Type of Business.** Customer certifies that it qualifies as the business type stated on page 2 of the Irby Credit Application and shall notify Irby of any changes which might affect its liability for sales and/or use tax on any future purchase.

**Payment.** Terms of all sales are cash or check (payable in U.S. dollars). No payment may be made by credit, debit or charge card. If an invoice or obligation of Customer is not paid by the net due date indicated on Irby’s invoice to Customer, Irby shall levy a “service charge” to cover the additional cost of handling the account in an amount equal to one and one-half percent (1.5%) per month or part thereof until paid. Customer acknowledges and agrees that this charge is a “service charge” levied by Irby to reimburse Irby for the additional cost of carrying its delinquent account and that such charge is not an interest charge. Irby reserves the right at any time to revoke or decrease any credit extended to the Customer, require payment security satisfactory to Irby or cancel any order if Customer’s account is delinquent, Customer fails to pay any obligation when due or, in Irby’s opinion, there is an adverse change in Customer’s financial condition. Delays in delivery or nonconformities in any installments delivered shall not relieve Customer of its obligation to accept and pay for remaining installments.

**Collection Costs.** If it becomes necessary for Irby to retain legal or collection agency assistance to collect an overdue account, Customer shall pay all such costs of same, including any necessary and related incidental expenses (collectively, “Collection Costs”). Customer unconditionally waives its right to assert any statute, regulation or judicial decision that places limits on the amount of necessary Collection Costs that Irby can recover from the Customer to collect the account.

**Prices.** Unless otherwise specified in writing by Irby, all proposals expire thirty (30) days from the date thereof. Prices do not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes. Such taxes, if any, shall be added to the purchase price and shall be paid by Customer unless Customer provides Irby with an exemption certificate acceptable to the taxing authorities. Any such taxes which Irby may be required to pay or collect under any existing or future law shall be for the account of Customer, who shall promptly pay the amount thereof to Irby upon demand.

**Jurisdiction.** If a dispute arises between the parties, regardless of its nature, the parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Jackson, Mississippi or within thirty (30) miles of Jackson, Mississippi. Litigation between the parties in any other venue or forum is prohibited. This provision is mandatory. It is not permissive. All depositions that are part of a litigated dispute between the parties will take place in Hinds County, Mississippi, and all documents and electronically stored information that the parties are entitled to obtain through discovery requests will be produced in Hinds County, Mississippi.

**Security Interest.** To secure the payment and performance in full of all of Customer’s debts and obligations under and in connection with any Agreement and any order, Customer hereby grants to Irby a security interest in any unpaid Goods purchased from Irby, and all proceeds and products thereof. Customer hereby irrevocably authorizes Irby at any time and from time to time to file in any filing office any initial financing statements and amendments thereto, and to take such other actions as Irby deems necessary to protect Irby’s rights in such Goods.

**All Sales Final.** All purchases are final and no Goods purchased from Irby shall be returned for credit without prior written approval and acceptance of Irby. All items returned are subject to restocking charges.

**Shipment.** All shipments are F.O.B. point of origin and Customer is responsible for all claims with carriers and shipping insurance costs. Customer shall bear risk of loss upon tender of Goods by Irby to Customer, Customer’s representative or a common carrier. Claims for Goods damaged or lost in transit should be made by Customer to the common carrier as Irby’s responsibility ceases upon tender of goods to Customer, Customer’s representative or a common carrier.

**No Waiver.** Irby’s failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of Irby’s rights or remedies hereunder, nor of its right to insist upon strict performance of the same or any other term herein in the future. No waiver of any term or condition herein shall be valid unless in writing and signed by an authorized representative of Irby.

**Force Majeure.** Irby’s failure to perform any term or condition of an order or Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any facilities or infrastructure, shall not be deemed a breach of an order or Agreement.

**DISCLAIMER OF WARRANTIES. ALL WARRANTIES ON GOODS ARE SOLELY THE MANUFACTURERS’. IRBY EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IRBY’S SOLE RESPONSIBILITY IS LIMITED TO RETURN OF GOODS AND REPAYMENT OF THE PRICE OR TO THE REPAIR AND REPLACEMENT OF NON-CONFORMING GOODS OR PARTS. IN NO EVENT SHALL IRBY, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF THE CUSTOMER OR OTHER THIRD PARTIES FOR ANY DAMAGES. IRBY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH ANY SALE OF GOODS.**