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Form: 1003

Revision: 05/2007

WESCO ENERGY APPLICATION FOR COMMERCIAL CREDIT

APPLICANT – Please read the following before completing this form: 1) The undersigned entity (“Applicant”) represents that the information given in this application is complete and accurate and authorizes us to check with credit reporting agencies, credit references, and other sources disclosed to confirm information given. 2) Applicant requests a commercial account of credit, for use as described on the reverse of this Application, from (Wesco Energy, a Division of } Wesco, Inc. (the “Company”). 3) The undersigned applicant agrees to the Terms and Conditions on the reverse of this Application and any Payment Terms provided herewith.

CUSTOMER INFORMATION				For Office Use:	
Legal Name of Business:				Years in Business (current ownership):	
Business Name (If Different):				Nature of Business:	
Street Address:		City:		State:	Zip:
Phone Number:	Fax Number:	Accounts Payable Contact:	Email Address:		
Federal Tax ID Number:		Business Structure (check one) <input type="checkbox"/> Sole Owner/Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Government			
Parent Co. Name and Street Address (if applicable)			City:	State:	Zip:

BANK & TRADE REFERENCES			
Primary Bank:		Bank Contact Person:	Checking Account #:
Street Address:		City & State:	Zip:
Please Provide three trade credit references with which you maintain significant balances:			
Company Name:	City & State:	Contact:	Phone:
Company Name:	City & State:	Contact:	Phone:
Company Name:	City & State:	Contact:	Phone:

ENTITY VERIFICATION AND APPLICANT SIGNATURE			
Any person signing on behalf of a business attests that the Applicant is a valid business entity and that said person is authorized to make this application on the Applicant's behalf.			
Signature:	Date:	Print Name:	Title:

PERSONAL GUARANTY			
The undersigned individual agrees to be personally obligated and personally guaranties payment of any delinquent amounts, plus finance charges and any attorney fees and/or costs of collection as provided for herein, should Applicant's account become delinquent, and further agrees to be bound by the Terms and Conditions of the reverse side of this Application. This is a guaranty of payment and not merely of collection, and does not require an independent collection action against the Applicant. Should any action be brought, the guarantor may be sued simultaneously with Applicant. It is understood that this is a personal guaranty and not a corporate or entity guaranty. It is understood that the undersigned individual is signing in his/her individual capacity regardless of whether the individual has a title as an agent of Applicant. The undersigned individual, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Personal Guaranty, hereby consents to and authorizes the obtainment and use of a consumer credit report on the undersigned individual by the Company, from time to time as may be needed, in the credit evaluation process.			
Guarantor's Signature:	Date:	Print Name:	Social Security Number:
Home Address:	City & State:	Zip:	Home Phone:

WESCO ENERGY TERMS & CONDITIONS FOR COMMERCIAL CREDIT

1. **Definitions.** In this Application for Credit (“Agreement”), the following words have the following meanings: “We”, “us”, “our” or the “Company” refer to the entity defined as the Company on the reverse of this Agreement. “You” and “your” refers to the entity whose information appears in the “Customer Information” area on the front side of this Agreement.

2. **Establishment of Credit Account.** We have established for you an account of credit for your purchase of certain goods and/or services from the Company. You agree that this account will be used only for business purposes and not for personal, family or household purposes. You agree to pay for goods delivered and services rendered in accordance with the terms of this Agreement.

3. **Billing and Payment.** The amounts billed to your account are due and payable in full by you according to the Payment Terms provided to you with this Agreement. The Company reserves the right to amend and adjust the Payment Terms by providing you with new Payment Terms, in writing, thirty (30) days before they are to become effective if you are not in default of this Agreement, or immediately if you are in default of this Agreement. Your account will become delinquent if you do not pay it in full within five days (5) days of the due date as provided for in the current Payment Terms in effect between you and the Company. The account must be paid in full notwithstanding any request for verification of particular charges appearing on your billing statements or invoices. Any claims of errors or discrepancies on your billing statement must be submitted to us in writing within seven (7) days of the applicable billing date. In the event such a claim is not made pursuant to this Agreement, any and all such objections shall be deemed to be waived and the account will become stated. In the event your account becomes delinquent, we reserve the right to refuse further delivery of goods or services to you without further notice to you.

4. **Late Payment Charge.** You specifically recognize that your failure to make any payment when due will result in us incurring damages, including, without limitation, additional expenses in servicing your account, loss to us of the use of the money due, and frustration of our ability to meet other commitments and take advantage of other opportunities. Therefore, you agree that if your account becomes delinquent, we will be entitled to damages in the form of a late payment charge in the amount 1.5% per month of any delinquent amount. You further acknowledge and agree that the amount of the late payment charge is a reasonable estimate of damages we will sustain and that you shall pay such amounts upon demand.

5. **Qualified Payments.** Checks that are marked “payment-in-full” or with other similar terms are invalid unless expressly agreed to in writing by us. We reserve the right to return the funds represented by your check within thirty (30) days of cashing it and under no circumstances will a “payment-in-full” or “in-full-settlement” check be allowed except pursuant to a separate, written agreement signed by us. Without the existence of such an agreement, it will be presumed that any check marked as such was tendered in bad faith, and the check will not be accepted as full settlement on an account, with the funds therefrom instead being applied toward your full balance due.

6. **Security.** You recognize and agree that this Agreement and the full performance of your obligations hereunder may be secured by one or more other documents, including, but not limited to, a real estate mortgage, irrevocable letter of credit, chattel security agreement, and/or UCC-1 financing statement. Any such security documents and the terms thereof are incorporated herein by reference.

7. **Setoff.** The entities On Your Way, Dancin’ Donuts and Fuelman of Michigan are divisions of Wesco, Inc. You hereby grant to Wesco, Inc., and all of its divisions inclusive, a continuing lien for all of your indebtedness to Wesco, Inc., upon all of your funds, deposits, credits,

securities and other property and the proceeds thereof, now or hereafter held or received by or in transit to Wesco, Inc., from or for you, whether for safekeeping, custody, pledge, transmission, collection or otherwise. If you are in default under this Agreement, the Company is hereby authorized at any time and from time to time, without notice to you, to setoff, appropriate, and apply any or all items hereinabove referred to against all of your indebtedness to the Company, whether under this Agreement or any other agreement or contract between you and Wesco, Inc., and its above-referenced divisions, or otherwise, and whether now existing or hereafter arising.

8. **Default.** If your account becomes delinquent or you breach any other terms or conditions of this Agreement, you will be considered in default of this Agreement and we may demand immediate payment of any unpaid balance, commence legal action for collection of said balance, exercise any right to setoff provided for herein and exercise any rights available under any applicable security documents and/or allowed to a secured party under law. To the extent not prohibited by applicable law, you agree to pay all costs of collection including court costs and reasonable attorney’s fees which the parties to this Agreement hereby agree to fix at 33 1/3% of the balance owed. The parties further agree that any litigation necessary to enforce the terms of this Agreement or for collection of amounts owed hereunder shall be sited in either the 14th Circuit Court or the 60th District Court for the County of Muskegon, with the overall amount owed being the determining factor for jurisdictional purposes.

9. **Representation and Acknowledgments.** You acknowledge and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation, limited liability company, or other business entity, that this Agreement has been duly authorized by said entity’s governing body. You agree to provide, either at the onset of this Agreement or at any time thereafter, evidence of the existence and validity of your business entity.

10. **Limitations on Damages.** You acknowledge and agree that we will not be liable to you for any loss, liability or damages you suffer which arise from, are related to, or in any way are connected with the Company or the enforcement of our rights under this Agreement. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall we be liable for incidental, consequential or special damages arising out of any transaction, product, good or service governed by, or any claim relating to, this Agreement.

11. **Cancellation.** You and we have the right to cancel this Agreement and your account with us as they relate to any future delivery of goods and/or services. You remain obligated to pay for goods and/or services delivered prior to such cancellation.

12. **Parties to this Agreement.** This Agreement is between you and us and no other party or entity shall be deemed a party to this Agreement or third-party beneficiary hereof. If you change the name of your business, obtain a new Federal Identification Number and/or sell any or all of your assets to another individual/entity, you must provide us written notice of such changes via CERTIFIED MAIL. In any event, you will remain liable for all charges made to your account prior to said notice.

13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation or any governmental agency, that fact will not affect the validity or enforceability of any other provision of this Agreement.

14. **Entire Agreement.** This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. No modification of this Agreement shall be effective unless made in writing and signed by an authorized party of the Company. This Agreement shall be construed and governed by the laws of the State of Michigan.

For Office Use:	
<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Credit Check Complete <input type="checkbox"/> Corporate Verification Complete	
Approved by:	Date:
{Wesco Energy, a Division of } Wesco, Inc.	