



energy • electrical • lighting

14 Celina Ave, Suite 9  
Nashua, NH 03063  
P: 603.864.8635  
F: 603.402.3435  
NELCompany.com

# National Energy & Light, Inc.

COMPANY NAME:		PHONE:
STREET ADDRESS:		FAX:
CITY:	STATE:	ZIP:
BILLING ADDRESS (IF DIFFERENT FROM ABOVE):		
CITY:	STATE:	ZIP:
EMAIL:	CREDIT LINE SOUGHT:	
COMPANY IS A: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> L.L.C. <input type="checkbox"/> P.L.C		
FEIN:	ANNUAL SALES:	
ARE FINANCIAL STATEMENTS AVAILABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO		# YEARS IN BUSINESS:

COMPANY DIRECTORS/OFFICERS/PRINCIPALS	
NAME 1:	TITLE:
HOME ADDRESS:	PHONE:
NAME 2:	TITLE:
HOME ADDRESS:	PHONE:
NAME 3:	TITLE:
HOME ADDRESS:	PHONE:

BANKING DETAILS	
BANK NAME:	ACCOUNT#:
BRANCH ADDRESS:	CITY/STATE/ZIP:
BANK CONTACT NAME:	PHONE:

TRADE REFERENCES		
VENDOR 1:	CONTACT:	
PAYMENT ADDRESS:	CITY/STATE/ZIP:	
PHONE:	FAX:	ACCOUNT:
VENDOR 2:	CONTACT:	
PAYMENT ADDRESS:	CITY/STATE/ZIP:	
PHONE:	FAX:	ACCOUNT:
VENDOR 3:	CONTACT:	
PAYMENT ADDRESS:	CITY/STATE/ZIP:	
PHONE:	FAX:	ACCOUNT:

**CONDITIONS (TERMS ARE NET 30 DAYS UPON CREDIT APPROVAL)**

Terms of sale, including terms of payment and charges, for each purchase are agreed to be those specified on the face of each invoice. The customer hereby agrees to pay all costs of collection or legal fees should such action be necessary due to non-payment. The above information is willingly supplied and the creditor is authorized to contact the above bank and trade references in order to establish the creditworthiness of the above named company. If the applicant is not a corporation, the creditor is authorized to obtain credit reports on the proprietors, partners or principals. Should a credit availability be granted by the creditor, all decisions with respect to the extension or continuation shall be in the sole discretion of the creditor. The creditor may terminate any credit availability within its sole discretion.

Disputes: The Customer hereby agrees that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire. The Customer agrees that the District Court or Superior Court of Hillsborough County, New Hampshire have sole and exclusive jurisdiction over any dispute, legal action or controversy arising from or out of this agreement, including any arbitration or litigation proceedings.

The losing party shall pay all related expenses, including all attorney's fees.

I have read and understand the above terms and conditions, and hereby agree to them:

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PERSONAL GUARANTEE**

The undersigned, in consideration of National Energy and Light's ("NEL") agreement to extend credit to the above business, do hereby individually and personally guarantee the full and prompt payment of all indebtedness heretofore or hereafter incurred by the above business. This guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of the acceptance of this guarantee, extension of credit, modification in terms of payment, and any right or demand to proceed against the principal debtor is hereby waived. This guarantee may only be revoked by written notice which shall be sent to the Finance Department, of NEL, by certified mail. Any revocation does not revoke the obligation of the guarantors to provide payment for indebtedness incurred prior to the revocation. I authorize National Energy and Light and their assigns to obtain a consumer credit report and to contact my references as necessary. As guarantor, I am also bound by the above arbitration clause and the Personal and Unconditional Guaranty terms below.

GUARANTOR'S NAME:	SIGNATURE:
HOME ADDRESS:	CITY/STATE/ZIP
DATE:	TAX I.D. or S.S NO:
GUARANTOR'S NAME:	SIGNATURE:
HOME ADDRESS:	CITY/STATE/ZIP
DATE:	TAX I.D. or S.S NO:

## PERSONAL AND UNCONDITIONAL GUARANTY

1. The Guaranty: For valuable consideration, the Guarantor signing above, (whether one or more than one "Guarantor") hereby unconditionally guarantees and promises to pay promptly to National Energy and Light Inc., its subsidiaries and affiliates (collectively, "NEL"), in lawful money of the United States, any and all Indebtedness of \_\_\_\_\_ ("Customer") to NEL when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter. The liability of Guarantor under this Guaranty is not limited as to the principal amount of the Indebtedness guaranteed and includes, without limitation, liability for all interest, fees, indemnities, and other costs and expenses relating or arising out of the Indebtedness and or the collection of said Indebtedness. The liability of Guarantor is continuing and relates to any Indebtedness, including that arising under successive transactions which shall either continue the Indebtedness or from time to time renew it after it has been satisfied. This Guaranty is cumulative and does not supersede any other outstanding guaranties and the liability of Guarantor under this Guaranty is exclusive of Guarantor's liability under any other guaranties signed by Guarantor. If multiple individuals or entities sign this Guaranty, their obligations under this Guaranty shall be joint and several. "Indebtedness" shall mean and includes any and all advance shipments (shipments made by NEL to Customer prior to this agreement), shipments from NEL, an NEL warehouse or from any NEL affiliate or subsidiary on behalf of NEL, debts, obligations and liabilities of Customer to NEL, or any of them, previously, now or later made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined and whether any of the Customers may be liable individually or jointly with others, or whether recovery upon such Indebtedness against Customer may be or later becomes unenforceable.

2. Guaranty to be Absolute. Guarantor agrees that until the Indebtedness has been paid in full, in immediately available funds, Guarantor shall not be released by or because of the taking, or failure to take, any action that might in any manner vary, discharge or otherwise reduce, limit, or modify Guarantor's obligations under this Guaranty. Guarantor waives and surrenders any defense to any liability under this Guaranty based upon any such action, including but not limited to any action of NEL described in the immediately preceding paragraph of this Guaranty. It is the express intent of Guarantor that Guarantor's obligations under this Guaranty are and shall be absolute and unconditional. This is a guaranty of payment and not merely a guaranty of collection. If this Guaranty is revoked, returned, or canceled and subsequently any payment, from Guarantor or Customer or transfer of any interest in property by Customer or Guarantor to NEL is rescinded or must be returned by NEL to Customer or Guarantor, this Guaranty shall be reinstated with respect to any such payment or transfer, regardless of any such prior revocation, return, or cancellation. In the event of the death of a Guarantor, the liability of the estate of the deceased Guarantor shall continue in full force and effect as to (i) the Indebtedness existing at the time of death, and any renewals or extensions. As to all surviving Guarantors, this Guaranty shall continue in full force and effect after the death of a Guarantor, not only as to the Indebtedness existing at that time, but also as to the Indebtedness later incurred by any remaining Guarantor or Customer.

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3. Guarantor's Waiver of Certain Rights and Certain Defenses:

Guarantor waives:

- A. any right to require NEL to:
  - i. proceed against Customer or any other person;
  - ii. take any other action or pursue any other remedy in NEL's power; or
  - iii. make any presentment or demand for performance, or give any notice of nonperformance, acceleration, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Customer as security for or which constitute in whole or in part the Indebtedness guaranteed hereunder, or in connection with the creation of new or additional Indebtedness, or give any notice of acceptance of this Guaranty, or notices of any fact that might increase Guarantor's risk.
- B. any defense to its obligations under this Guaranty based upon or arising by reason of:
  - i. any disability or other defense of Customer, Guarantor or any other person;
  - ii. the cessation or limitation from any cause whatsoever, other than payment in full, of the Indebtedness of Customer, Guarantor or any other person;
  - iii. any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf Customer, which is a corporation, partnership or other type of entity, or any defect in the formation of Customer;
  - iv. the application by Customer of the proceeds of any Indebtedness for purposes other than the purposes represented by Customer to, or intended or understood by, NEL or Guarantor;
  - v. any requirement that NEL give any notice of acceptance of this Guaranty;
  - vi. any defense based upon the claim that Guarantor's obligations exceed or are more burdensome than those of Customer;
  - vii. the benefit of any statute of limitations affecting the Guarantor's liability under this Guaranty;
  - viii. until the Indebtedness has been paid in full, to the fullest extent permitted by applicable law, any right of subrogation, reimbursement, indemnification, and contribution (contractual, statutory or otherwise).

4. Final Agreement: This agreement and any related Credit Application constitute the entire agreement between the Guarantor and NEL with respect to the subject matter of this Guaranty and with respect to credit facilities provided to the Customer and Guarantor and it supersedes all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. In the event of any conflict between this agreement and any other agreements required by this Agreement, this agreement will prevail.

Signature of Guarantor: \_\_\_\_\_

Printed Name of Guarantor: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_