

# APPLICATION FOR OPEN ACCOUNT

Power-Flo Technologies, Inc.  
 United Electric Power  
 Power-Flo Pumps and Systems  
 AAI – A Power-Flo Technologies Company  
 Axis NJ LLC

L.I. Electrical Distributing Co.  
 Power-Flo Control  
 US Energy Group  
 Electric Switchboard Solutions, LLC  
 Axis Control Group  
 Twinco Supply

Power-Flo Technologies  
 United Richter Electric Motors  
 Misa Plumbing LLC  
 Dittman & Greer Incorporated  
 Aetna Electric LLC

**MAIL ORIGINAL TO ADDRESS BELOW  
 CORPORATE HEADQUARTERS  
 270 PARK AVE, GARDEN CITY PARK, NY 11040  
 1 (888)708-6483 – credit@pftec.net**

DATE \_\_\_\_\_

EXACT COMPANY NAME \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE # ( ) \_\_\_\_\_ PERSON TO NOTIFY \_\_\_\_\_ A/P EMAIL ADDRESS \_\_\_\_\_  
 WHEN ACCOUNT IS OPEN (to receive invoices electronically)

FAX# ( ) \_\_\_\_\_ FEDERAL I.D. # \_\_\_\_\_

CREDIT LIMIT DESIRED: \_\_\_\_\_ MAIN BUSINESS ACTIVITY: \_\_\_\_\_

YEAR ESTABLISHED: \_\_\_\_\_ | SOLE PROPRIETORSHIP \_\_\_\_\_ | PARTNERSHIP \_\_\_\_\_ | CORPORATION \_\_\_\_\_

OWNERS OR PRINCIPAL OFFICERS

1. NAME \_\_\_\_\_ TITLE \_\_\_\_\_

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

2. NAME \_\_\_\_\_ TITLE \_\_\_\_\_

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

**WHICH COMPANY DO YOU WANT CREDIT FROM?** \_\_\_\_\_

ARE PURCHASE ORDERS REQUIRED \_\_\_\_\_ SALES TAX STATUS \_\_\_\_\_ TAXABLE \_\_\_\_\_ EXEMPT (if exempt, attach exemption certificate)

(FOR CONTRACTORS) LICENSE NUMBER \_\_\_\_\_ STATE LICENSED \_\_\_\_\_

(FOR CONTRACTORS) PRINCIPAL BONDING COMPANY \_\_\_\_\_

ADDRESS OF BONDING CO. \_\_\_\_\_

SR. PURCHASING AGENT \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

**CREDIT REFERENCES** (MINIMUM THREE TRADE REFERENCE)**REFERENCE 1** COMPANY NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE # ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**REFERENCE 2** COMPANY NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE # ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**REFERENCE 3** COMPANY NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE # ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

First order will be shipped C.O.D. pending credit approval. We must charge Sales Tax until your resale certificate is in our files. Your signature indicates that the above information is accurate and that responsibility for reasonable legal or collection fees, should such become necessary, will be with the debtor, and also authorizes all parties listed above to provide us with credit information. Purchaser shall pay interest charges on past due amounts at a rate of one and one-half percent (1-1/2%) per month or the maximum rate permitted under the applicable law, whichever is less.

Purchaser hereby authorizes seller to file a UCC with respect to the equipment in the county in which the equipment will be located.  
 I authorize receipt of the January 2019 revised terms & conditions of sale.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

*This guarantee must be completed in full. Please enter the company name and date in the places provided.*

**PERSONAL GUARANTEE OF ACCOUNT OF \_\_\_\_\_**  
**ENTER COMPANY NAME**

1. In consideration of inducing Power-Flo Technologies, Inc. and the Affiliated Companies (hereinafter individually and collectively referred to as "Seller") to sell merchandise to the above- referenced buyer ("Buyer"), and for other good and valuable consideration from Seller, the undersigned, jointly and severally, hereby personally, absolutely and unconditionally guarantees the full, complete, and punctual payment and performance, when due (whether at stated maturity, by acceleration or otherwise), of any and all obligations, indebtedness and liabilities of every kind and nature now or hereafter owed by Buyer to Seller including, without limitation, amounts due to Seller from time to time for goods ordered by or on behalf of Buyer from Seller and/or goods delivered by or on behalf of Seller to or on account of Buyer (hereinafter collectively referred to as the "Obligations").
2. This Guarantee is a continuing guarantee, and shall remain in full force and effect until Seller receives written notice of the revocation hereof, mailed to Seller at its address specified on the front side hereof, attention: GERALD DICUNZOLO, President, by certified or registered mail, return receipt requested, postage prepaid. Notwithstanding such revocation, the undersigned providing notice thereof shall continue to remain liable hereunder for all Obligations theretofore incurred, including any subsequent modifications, extensions or renewals of such Obligations. Upon payment of the Obligations in full, this Guarantee shall terminate. Notwithstanding anything contained herein to the contrary, if a claim is made upon Seller for repayment or recovery of any amount received by Seller pursuant hereto including, without limitation, claims in connection with any insolvency, bankruptcy or reorganization of Buyer or any claims of any invalid, fraudulent or preferential transfers, and Seller repays all or part of said amount by reason of (i) any judgment or order of any court or administrative body or (ii) any settlement or compromise of such claim effected by Seller with any such claimant, including but not limited to Buyer, then in each such event, the obligations of the undersigned hereunder shall be reinstated as to such repaid amounts and this Guarantee shall be deemed to be reinstated and in full force and effect.
3. Each of the undersigned hereby waives notice of (i) the acceptance by Seller of this Guarantee; (ii) the creation or Obligations or of any liability to which this Guarantee applies; (iii) notice or proof of reliance by Seller upon this Guarantee; (iv) default by Buyer in the payment of any of the Obligations; and (v) any adverse change in Buyer's financial status. This Guarantee shall be enforceable by Seller without regard to, and without the necessity for resorting to, any property, or interest therein, held by Seller at any time or from time to time as security for the payment of any Obligations guaranteed hereby, and without regard to, and without the necessity for resorting to, the Buyer or any other guarantor of or surety on any Obligations of Buyer to Seller, it being the intention that this is a guarantee of payment and not a guaranty of collection.
4. Seller may, without notice and without the consent of any of the undersigned, and without impairing or in any way affecting the liability of any of the undersigned to Seller hereunder (i) extend the time for payment of, or alter, modify, change or accelerate the terms of payment of, any Obligations guaranteed hereby; or (ii) release, settle or compromise with any other guarantor or guarantors of, or surety or sureties of, any Obligations of Buyer to Seller or release, settle or compromise any of the Obligations with Buyer or exercise or refrain from exercising any rights against Buyer.
5. This Guarantee shall remain in full force and effect regardless of the subsequent dissolution, incorporation, merger, consolidation or other change in Buyer. In the event that Seller for any reason whatsoever shall deem it necessary to refer this Guarantee to an attorney for the enforcement hereof, or any rights hereunder, by suit or otherwise, there shall be immediately due from the undersigned, in addition to the Obligations guaranteed pursuant hereto, reasonable attorneys' fees together with all costs and expenses of such action, which costs, expenses and fees shall be deemed part of the Obligations guaranteed hereunder.
6. This Guarantee may not be assigned by any of the undersigned in whole or part without the prior written consent of Seller. This Guarantee may not be modified except by a writing to such explicit effect duly executed by the party to be charged.
7. This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to conflicts or choice of law, if any. In the event that Seller commences any litigation, arbitration, or other action against Buyer and/or Guarantor, the venue of such litigation arbitration, or other action shall be located in Nassau County, New York.
8. This Guarantee sets forth the entire agreement and understanding of the parties with respect to the subject matter contained herein, and supersedes all prior agreements, promises, understandings, covenants, arrangements and communications, whether oral or written, by each of the undersigned and Seller or by any related or unrelated third party.

I hereby authorize Power-Flo Technologies, Inc. and the Affiliated Companies to obtain information necessary to make a credit decision and to obtain a current credit report from a local credit reporting agency.

**IN WITNESS WHEREOF**, each of the undersigned has duly executed this Guaranty on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDIVIDUAL GUARANTORS**

SIGNATURE	PRINT NAME
GUARANTOR	
S.S. NO. PRINT HOME ADDRESS	WITNESS SIGNATURE
HOME PHONE NO	
CITY, STATE, ZIP	WITNESS PRINT NAME

SIGNATURE	PRINT NAME
GUARANTOR	
S.S. NO. PRINT HOME ADDRESS	WITNESS SIGNATURE
HOME PHONE NO	
CITY, STATE, ZIP	WITNESS PRINT NAME

SIGNATURE	PRINT NAME
GUARANTOR	
S.S. NO. PRINT HOME ADDRESS	WITNESS SIGNATURE
HOME PHONE NO	
CITY, STATE, ZIP	WITNESS PRINT NAME

ACCEPTED AND AGREED:

By:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SUBMITTED BY:	FOR OFFICE USE ONLY	CLS.
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BANK AUTHORIZATION FORM

ATTENTION \_\_\_\_\_

BANK NAME \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_

CITY/STATE AND ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

TO BANK PERSONNEL: FOR THE PURPOSE OF ESTABLISHING AN OPEN ACCOUNT WITH THE COMPANY, WE HEREBY AUTHORIZE YOU TO RELEASE INFORMATION ON OUR COMMERCIAL ACCOUNTS.

CHECKING ACCOUNT NUMBER \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_  
SIGNATURE AND PRINT NAME

COMPANY NAME AND DATE \_\_\_\_\_

**THE FOLLOWING TO BE COMPLETED BY BANK**

SO THAT WE MAY CONSIDER GRANTING OPEN ACCOUNT TERMS TO THE CUSTOMER, WE ASK YOU, IN CONFIDENCE, TO SUPPLY US WITH THE FOLLOWING INFORMATION:

CHECKING ACCOUNT: OPEN DATE AVERAGE BALANCE \_\_\_\_\_

NSFS/RETURNED CHECKS? (Y/N) RATING ON ACCOUNT \_\_\_\_\_

LOAN INFORMATION (OPEN DATE HIGH CREDIT) \_\_\_\_\_

SECURED? (Y/N) IF SECURED, WHAT IS COLLATERAL? \_\_\_\_\_

CURRENT? (Y/N) PAST DUE AMOUNT \_\_\_\_\_

BALANCE OWING \_\_\_\_\_ RATING \_\_\_\_\_

THANK YOU FOR YOUR COOPERATION.

CLIENT ACQUISITION SERVICES

RETURN TO: FAX 516 812-6881 OR 516 812-6990

270 PARK AVENUE, GARDEN CITY PARK, NEW YORK 11040 PHONE 516 812-6800