

GloLux Lighting LLC

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Company name:			
Phone:	Fax:	E-mail:	
Primary Business address:			
City:	State:	ZIP Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:
Type of Business: OEM	Distributor:	Retail:	Contractor:
Principal Name:	Title:	SSN:	Email:
Buyers Name:	Email:	Phone:	Fax:

BUSINESS AND CREDIT INFORMATION

Billing address:			
City:	State:	ZIP Code:	
Have you ever filed for Bankruptcy?			
Telephone:	Fax:	E-mail:	
A/P Contact Name:	Email:	Phone:	Fax:
Bank name:			
Bank address:	Phone:		
City:	State:	ZIP Code:	
Bank Contact:	Account Number:		
Federal Tax ID Number:	DUNS:		

BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

AGREEMENT

1. All invoices are due within 30 days from the date of the invoice. Claims arising from shipments must be made in writing within seven days. Fax # (909) 590-3220; email: rga@globaluxlighting.com
2. If due to nonpayment this account is placed with a third party for collection, Debtor agrees to pay all cost, fees and expenses related to the collection process including reasonable attorney fees, plus accrued interest charges at maximum legal rate allowed by the State of California. Parties agree that the judicial venue will be State of California, County of San Bernardino.
3. By submitting this application, you authorize GloLux Lighting LLC to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Title:	Title:
Date:	Date:

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from Globalux Lighting LLC of the item(s) I have listed in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER:

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE:

PRINTED NAME OF PERSON SIGNING:

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER:

DATE:

PERSONAL GUARANTEE

The undersigned, jointly and severally, in consideration of the credit privileges being extended to the above named Applicant, do hereby unconditionally guarantee payment of obligations due to Globalux Lighting LLC, and promise to pay any and all unpaid obligations of said Applicant owing to Globalux Lighting LLC or its assignee. This guarantee shall extend without limitation and include principal balance owed, service charges, accrued interest and attorney fees. The undersigned waived any right to require Globalux Lighting, LLC to proceed against Applicant or pursue any remedy and any statute of limitations pertaining hereto; and the undersigned further waive all presentments, demands for performance, notices of non-performance, protests, notices of dishonor and notices of acceptance of this guarantee and of the incurring or modification of existing or additional indebtedness. No delay in the enforcement of this personal Guaranty shall affect the liability of any of the undersigned. Guarantor authorizes Globalux Lighting, LLC to obtain credit and financial information concerning the Guarantor at any time and from all available sources.

Executed at _____, on this _____ day of _____, 20__

Guarantor Signature: _____

Guarantor Name: _____

Social Security Number: _____

Applicant Name: _____

Terms and Conditions of Sale

1. Payment- All approved invoices are due and payable within 30 days from date of invoice. Payment must be post marked no later than 30 days from the invoice date. Grace period of five days will be allowed before the invoice is deemed delinquent.

2. Freight- All prices are based shipments F.O.B. GlobalLux Lighting warehouse. Any shipment delivered will be subject to freight charges per delivery, unless terms stated in the invoice are different, which shall supersede.

3. Free Freight: Minimum order size for free freight: Shipments to Greater Los Angeles Area and San Diego \$750.00. Shipments to the rest of the 48 contiguous United States \$1500.00. Free Freight allowance includes basic business to business shipping and does not include lift gate, inside delivery, residential, or limited access areas for palletted products, client will be held responsible for these extra charges

4. Transfer of Liability and Risk of Loss in Transit: Title passes to purchaser upon shipment by a third party carrier or will call by the Purchaser. All claims for damages or shortages in transit shall be made by Purchaser with delivering carrier. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from the consignee to GlobalLux Lighting LLC.

5. Packaging- GlobalLux Lighting reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities, unless specifically agreed to alternatives at the time of order acceptance.

6. Prices- Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at the lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Minimum billing for all product or parts orders is \$100 net. Prices do not include lamps and bulbs unless so specified.

7. Return of Stock Merchandise- All shortages, damage, or wrong material received must be reported within 7 calendar days from date of delivery. No merchandise may be returned without prior written authorization from our Post-Sale department. Requests to return merchandise must be made in writing. All approved returns must be shipped prepaid to the location designated on the return authorization notice with Authorization Number clearly marked on each box. Credit amount will be determined subject to product inspection and condition received. Restocking fees of 25% or \$100 whichever is greater of the original invoiced price shall apply. All returned product must be in salable condition with all parts, literature and packaging material intact. All stock products containing time-sensitive components that

have reached the end of their warranty or shelf life or products sold at discounted prices as final sale are not returnable. Outdated or phase-out stock products are also not returnable. Return of merchandise is limited to the replacement or account credit of the product itself less any applicable restocking fees This is buyer's exclusive remedy. No cash refunds.

8. Non-Returnable Merchandise- All non-stocking, special, custom made and modified products are not returnable.

9. Limited Warranty- See GlobalLux Lighting LLC Statement of Limited Warranty and Limitation of Liability.

10. Limitation of Liability- See GlobalLux Lighting LLC Statement of Limited Warranty and Limitation of Liability.

11. General- GlobalLux Lighting LLC price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. GlobalLux Lighting LLC shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. Consult GlobalLux Lighting for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by our company. Refer to limitation of liability clause herein above. If purchaser does not pay the purchase price within the time periods set forth above, GlobalLux Lighting LLC reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due GlobalLux Lighting LLC is collected by, or attempted to be collected through an attorney at law, GlobalLux Lighting LLC shall be entitled to recover all collection expenses, including reasonable attorney's fees.

12. Acceptance- Acceptance of orders can be made only at our plants, Distribution Centers or Field Warehouses for warehouse orders on the basis of these terms and conditions of sale. GlobalLux Lighting LLC will not accept orders that require customer-furnished components without prior written authorization from a manager of GlobalLux Lighting, LLC.

13. Entire Agreement- Except as expressly agreed in writing signed by GlobalLux Lighting LLC, the terms and conditions stated above shall constitute the entire sales agreement between GlobalLux Lighting LLC and the purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and agreement with these Terms and Conditions. GlobalLux

Lighting LLC reserves the right to change these Terms and Conditions of Sale without notice.

Signed by:

REQUIRES SIGNATURE:

Company:

Title: _____

Signature:

Date: _____
