

Application for Credit



LIGHTING INNOVATIONS

Instructions: All items must be filled in and complete. A SIGNATURE IS MANDATORY PRIOR TO RECEIVING CREDIT TERMS. If a corporation, the signature must be that of an officer, stating title. PLEASE PRINT OR TYPE ALL THE INFORMATION ON THE APPLICATION. THE SECOND PAGE MUST BE SIGNED.

Date: _____ Tax Exempt Yes No If yes ID. #
 (IF YES, PLEASE ATTACH A COPY OF THE EXEMPTION CERTIFICATE.)

FIRM NAME _____ PHONE _____

STREET ADDRESS _____ Email Address _____

Email Address AP _____

CITY _____ State _____ Zip _____

FINANCE: Please check which terms you usually pay merchandise bills: 30 days 1% 10 Net 30

Borrow Account #: _____ Name of Title Co: _____

Name: _____ Phone: _____

5 TRADE REFERENCES

(Name of your suppliers, date your account was open and account number, if any)

Name	City	State	Phone	Zip
Street Address		Email		

Name	City	State	Phone	Zip
Street Address		Email		

Name	City	State	Phone	Zip
Street Address		Email		

Name	City	State	Phone	Zip
Street Address		Email		

Name	City	State	Phone	Zip
Street Address		Email		

Ownership	Proprietorship	Partnership	Corporation	Incorporated Within last 18 months
Name of Parent company, If Subsidiary				
Proprietor or	1.)			S.S.#
Partners names	2.)			S.S.#

Name and Title of person for Accounts Payable _____ Name _____ Title _____

Do you pledge or borrow on your accounts receivables? Yes No
 Insurance Carrier (specified) _____ From whom? _____

APPLICANTS SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES WITH THE APPROVED TERMS AND CONDITIONS.

SIGNED X _____ TITLE _____ DATE _____
 (Officer)

Instructions:

This page must be signed at bottom by authorized company officer and returned to FC Lighting, Inc. for completion of credit agreement.

FC Lighting, Inc. – CREDIT TERMS AND CONDITIONS

Buyer hereby agrees to purchase, pursuant to the following terms and conditions, the goods referred to on the reverse side here of, for which Buyer shall pay to FC Lighting, Inc. ("Seller") the indicated purchase price at St. Charles, Illinois:

1. All orders are subject to approval and acceptance in writing by Seller at St. Charles, Illinois.
2. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Seller unless made in writing and signed and approved by an office of Seller. No modification of any of these terms will be effected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.
3. All prices are F.O.B. factory, unless otherwise specified in writing by Seller, and are subject to adjustment, without notice, to Seller's prices in effect at the time of shipment. Any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be paid and borne by Buyer.
4. Cash discount, if any is indicated, will apply only on the net amount of invoice after deduction of transportation charges and taxes thereon, unless otherwise specified, and will be allowed only if taken with the time stated, and provided there are no past due items.
5. All accounts shall be paid net at Seller's office in St. Charles, Illinois within thirty (30) days after the goods are invoiced. A late charge equal to the lesser of 1 - 1/2% per month or the maximum permissible rate may be added to all past due accounts. Accounts will be considered past due if payment is not received 30 days after date of invoice with respect to approved open credit account.
6. Seller shall not be liable for delays in shipment or default in delivery for any cause beyond Seller's reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Seller's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Seller or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Seller's performance due in whole or in part to any cause beyond Seller's reasonable control, Seller shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damage on account of any delay in delivery of such goods.
7. All taxes and excises of any nature whatsoever now and hereafter levied by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered hereby shall be paid and borne by Buyer.
8. Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall pass to Buyer. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made in writing within five (5) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods in the condition claimed. Any claim by Buyer for damage occurring during shipment shall be made directly against the freight carrier, with a copy of such claim forwarded to Seller within five (5) days.
9. Any shipments returned to Seller as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional cost incurred by Seller.
10. All goods sold hereunder are sold "as is". Seller makes no warranties or representations with respect to any goods sold hereunder, with express or implied, as to the condition of the goods, or accessories thereto, as to its merchantability or fitness for any particular purpose, or as to any patent or latent defects in material workmanship or otherwise, and no such defect or unfitness shall in any way effect the obligations of Buyer to comply with the terms hereof. The entire risk as to the quality and performance of the goods is with Buyer. All warranties, if any, applicable to the goods by the manufacturer, or a party other than Seller, are the warranties of the manufacturer or such to the party and Seller shall not be liable for performance under such warranties.
Seller shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other causes relating thereto. Seller's ability hereunder in any case is expressly limited to repair or replacement (in the form originally shipped) of goods not complying with this agreement or, at Seller's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods.
 Any claim by Buyer with reference to the goods sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach.
11. Seller reserves the right to require payment for any shipment hereunder in advance, or satisfactory security, if the financial performance or credit worthiness of Buyer is unsatisfactory to Seller. Such security includes, but is not limited to, execution by Buyer of a promissory note, security agreement, financing statement and/or personal guaranty. If Buyer fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, Seller may, at its option (and in addition to other remedies), cancel any unshipped portion of this order, in such event Buyer will remain liable for all unpaid accounts.
12. Seller will use all reasonable efforts to comply with Buyer's requests as to method of shipment, but Seller reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases Seller will notify Buyer of such changes as soon as reasonably possible.
13. Goods cannot be returned, and orders once accepted cannot be canceled, without Seller's prior written consent and a return authorization number. All goods returned must be in the same condition as originally shipped or Buyer shall continue to be responsible for payment. Buyer shall be responsible for all transportation charges on reshipped goods and will be liable to Seller for a restocking charge in the amount of 50% of the agreed purchase price on the returned goods. In no event will special order goods be accepted for return.
14. Any proposal, prints, brochures, drawings, or other information furnished to Buyer by Seller are intended for confidential use by Buyer, shall remain the property of the Seller, and shall not be disclosed or used to the detriment of Seller's competitive position.
15. Buyer hereby grants Seller a security interest in all goods delivered hereunder until the purchase price and all other liabilities due Seller hereunder have been paid in full. Buyer shall execute any instruments or documents Seller deems appropriate to perfect said security interest and in such event a copy of the Agreement may be filed at any time after signature by Buyer as a financing statement for that purpose.
16. Buyer hereby freely offers to Seller certain information (submitted separately or on the reverse side hereof) for the purpose of inducing Seller to afford the credit extended hereby and subsequently hereto to Buyer, together with permission to investigate the truthfulness thereof, but with the understanding that Seller may rely thereon without reliance upon any other source of information. Seller may withdraw credit from Buyer at any time for any reason whatsoever or without reason, and shall not be liable for any such action.
17. Waiver by Seller of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise a right arising from any default thereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.
18. In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective.
19. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Illinois, including the Uniform Commercial Code, without giving effect to the principles of conflicts of law thereof.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES WITH THE APPROVED TERMS & CONDITIONS.

FIRM NAME: _____
SIGNED X _____ **DATE** _____
(Officer)