



### Application for Credit

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Phone# : \_\_\_\_\_ Fax #: \_\_\_\_\_

Sales Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

AP Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

- Please check if you would like to receive your invoices/statements via e-mail to your AP Contact

Corporate Officers/Owners: \_\_\_\_\_

Tax Exemption #: \_\_\_\_\_ **\*\*Please provide signed Tax Exemption form & W9\*\***

Please provide one bank reference and 3 current suppliers.

Bank: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Supplier Name: \_\_\_\_\_ Acct#: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone# : \_\_\_\_\_ Fax #: \_\_\_\_\_

Supplier Name: \_\_\_\_\_ Acct#: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone# : \_\_\_\_\_ Fax #: \_\_\_\_\_

Supplier Name: \_\_\_\_\_ Acct#: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone# : \_\_\_\_\_ Fax #: \_\_\_\_\_

## TERMS OF SALE AND CONDITIONS

### INVOICE:

1. Entire terms: The terms of sale set forth herein on the front of this invoice contain all of the Terms and Conditions with respect to the sale and purchase of Goods identified on the front of this Invoice. THESE TERMS SUPERSEDE ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN BUYER AND SELLER RELATING TO THE GOODS. Seller's agreement to sell and deliver the Goods to Buyer is subject to express condition precedent that buyer accept all terms of the Terms. Buyer shall be deemed to have accepted all of the Terms upon acceptance of the Goods.

2. Payment and Collection: Jurisdiction. Buyer will pay as and when due and payable, all accounts set forth on the front of this invoice, including, without limitation, shipping and handling charges, in accordance with the Terms. If any amount payable by buyer is not paid by the date due, Buyer shall pay a late payment charge equal to 1.5% per month until all amounts due, including late payment charges, are paid in full. Buyer shall pay all of the Seller's costs and expenses, including attorney's fees, in connection with any collection measures taken by or for the Seller. Buyer shall pay to Seller all taxes, duties, and charges which seller may be required to pay to any government agency arising out of or in connection with the sale or transportation of the Goods to Buyer. Time is of the essence with respect to the payment of all amounts hereunder. Buyer hereby consents to the exercise of personal jurisdiction over it by all courts in the State of Maryland and consents to the laying of venue in any jurisdiction or locality in the City of Baltimore, State of Maryland.

3. Risk of Loss: All risk of loss or damage to the Goods shall pass from Seller to Buyer upon tender of delivery of the Goods by Seller to a common carrier (whether contracted by Buyer or Seller) at Seller's loading dock. Buyer will obtain adequate insurance to full cover the Goods from Seller's loading dock to Buyer, irrespective of whether it has yet tendered payment thereof.

4. Non-Conforming Goods: No shipment of Goods shall be returned without Seller's prior written consent. All claims regarding non-conforming Goods shall be made by Buyer in writing, stating the factual basis of the claim and the Invoice number, and delivered to the Seller not later than five calendar days after the receipt of the Goods. Buyer shall pay all shipping expenses for the return of the Goods to the Seller. The invoice number must appear on all paperwork and cartons. In the event Seller determines that Buyer rejects the Goods for just cause, Seller may, at its option, repair or replace the Goods, credit Buyer's account or refund all or a portion of the purchase price for the Goods.

5. Limitations of Remedies: In no event shall Seller be liable for damages or loss of use, revenue or anticipated profits or for any direct, indirect or consequential damages arising out of any breach by Seller. Buyer shall have no right to sue for specific performance or injunctive relief, Buyer's remedies shall be limited to those set forth in Section 4 hereof.

6. Representations and Warranties of Seller: SELLER HEREBY REPRESENTS AND WARRANTS TO BUYER THAT I) EACH OF THE GOODS CONFORMS TO THE GENERAL DESCRIPTION CONTAINED ON THE LABELING THEREOF, II) THE GOODS ARE OF FAIR AVERAGE QUALITY WITHIN SUCH DESCRIPTION, AND III) THE GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Force Majeure: Seller will not be responsible for delays or failures of performance caused by events beyond its control, including but not limited to fire, flood, other disasters, war and strike.

8. Miscellaneous: (1) Buyer's duties and obligations pursuant to Terms shall not be assigned or transferred by Buyer, except with the prior written consent of Seller (2) the waiver by either party of any breach or a failure to enforce any right under the Terms will not prevent subsequent enforcement of that or any other right or be deemed a waiver of any other breach; (3) the invalidity or unenforceability of any other provision of the Terms; (4) the Terms may be modified only in writing, signed by Seller; and (5) the Terms shall be, and interpreted and enforced in accordance with the laws of the State of Maryland without regard to its principles and conflicts of laws.

### PACKING LIST:

(PICK LIST)

1. All Claims except breakage must be made within **5 days** after receipt of Goods.

### PURCHASE ORDER:

1. The Purchase Order number must appear on all Containers, Packing Lists, Invoices and Correspondence.
2. Merchandise and Invoices received after the 25<sup>th</sup> of month shall be considered billed as of 1<sup>st</sup> of following month.
3. Packing Slip must accompany each shipment.
4. All Cartons and Packages must be clearly marked as to quantity and contents. Parts must be packaged in standard quantities.
5. No Invoice will be processed for payment unless a signed Bill of Lading is attached.
6. No Invoice will be processed for payment unless invoiced material is complete.
7. All Goods must meet Underwriters Laboratory Specifications.
8. Seller represents that with respect to the production of the articles and/or the performance of the services covered by this Order, it has fully complied with all applicable sections of the Fair Labor Standards Act of 1938, as amended.
9. This Order is given by the Vendee and is accepted by the Vendor upon condition that Vendor will protect and hold the Vendee harmless against any and all liability, loss or expense by reason of any patent or trademark litigation now existing or to be hereafter commenced, arising out of any infringement of patent or trademark on the Merchandise hereby ordered or any part thereof.

TERMS OF SALE AND CONDITIONS CONTINUED

In consideration of the extension of credit by Mobern Lighting Company to Applicant, Applicant agrees to the following terms and conditions.

All purchases by Applicant of Goods from Mobern Lighting Company will be made in accordance with the Terms and Conditions of this application and/or other documents evidencing the Applicant's obligations to Mobern Lighting Company, all of which are incorporated herein by reference.

Payment of the purchase price of goods acquired from Mobern Lighting Company shall be made pursuant to the Terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established on said invoice. The entire outstanding balance due to Mobern Lighting Company on all invoices shall become due in full immediately upon default in the payment of any invoice.

Credit terms are at the absolute discretion of Mobern Lighting Company who may terminate or deny any credit terms without notice and without cause. **All sales on credit are net 30 days as of invoice date** (unless special terms have been negotiated). Applicant agrees to pay all costs of collection incurred by Mobern Lighting Company including reasonable attorney's fees and expenses, should a default in payment occur.

Please sign below:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

Statement of Personal Responsibility

In consideration of opening an account in the name of said company, I hereby individually guarantee all bills to said account, agree to be bound by the Terms and Conditions of this application and authorize Mobern Lighting Company to bill said company directly until such time as I am released from personal responsibility in writing from Mobern Lighting Company.

Company Name: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Printed): \_\_\_\_\_ Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_