

In consideration of the extension of credit by EMERGENSEE/PROLITE LED LIGHTING to the applicant, applicant agrees to the following terms and conditions:

All purchases by applicant of goods from EMERGENSEE/PROLITE LED LIGHTING will be made in accordance with the terms and conditions of this application and/or other documents evidencing with applicant obligations to EMERGENSEE/PROLITE LED LIGHTING all of which are incorporated herein by reference. Payment of the purchase price of goods acquired from EMERGENSEE/PROLITE LED LIGHTING shall be made pursuant to the terms set forth on each invoice. The entire outstanding balance due to EMERGENSEE/PROLITE LED LIGHTING on all invoices shall become due in full immediately upon default in the payment of any invoice.

Credit terms at the absolute discretion of EMERGENSEE/PROLITE LED LIGHTING who may terminate or deny any credit terms without notice and without cause. All sales on credit are net 30 days. Applicant agrees to pay all costs of collection incurred by EMERGENSEE/PROLITE LED LIGHTING including reasonable attorney's fees and expenses should a default payment occur.

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 EMERGENSEE/PROLITE LED LIGHTING to bill said company directly until such time as I am released from personal responsibility in writing from EMERGENSEE/PROLITE LED LIGHTING.

Return with all sections completed along with W-9 and resale tax cut to verlette@emergenseelight.com.

If incorporated, please sign below:

Signature: _____ **Date:** _____

Authorized Signature (PRINTED): _____

Title: _____ **Company:** _____

Federal I.D. Number: _____

If **not** incorporated, please sign below:

Name: _____

Address: _____

Social Security Number: _____

Signature: _____ **Date:** _____

Please include three references in addition to a bank reference with your application. In order for your application to be approved in a timely fashion, please ensure all information below is correct.

Billing / Shipping Information:

Official Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Accts. Payable Email: _____ Accts. Payable Phone: _____

Federal I.D. #: _____ Sales Tax #: _____

Tax Exempt: Yes No (If Yes, attach a copy of certificate)

Business Information:

Years in Operation: _____ Type of Business: _____

Sales Tax Exemption #: _____ Sales Per Year: _____

President / CEO: _____ Treasurer / Controller: _____

Bank Reference:

Name of Bank: _____

Account Number: _____

Bank Phone: _____

Bank Address: _____

City: _____ State: _____ Zip Code: _____

Trade References:

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

I, _____ release the opportunity for EMERGENSEE/PROLITE LED LIGHTING to access my credit history, trade vendors and my bank account information to establish an open line credit with them.

Personal Guarantee

The individual by signing this credit application/agreement is executing this Application on behalf of Buyer and personally guarantees and agrees to be personally liable for failure of the performance by Buyer of, any and all of Buyer's obligations under this Application with EMERGENSEE/PROLITE LED LIGHTING, including timely payment of any and all sums due to EMERGENSEE/PROLITE LED LIGHTING. The personal guarantee also applies in the event that the Buyer declares Bankruptcy or applies for Bankruptcy Protection.

Authorized Signature: _____ Date: _____

Terms of Sale Conditions

1. Entire Terms. The terms of sale set forth herein and 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 WRITTEN, 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 Pennsylvania and consents to the laying of venue in any jurisdiction or locality in the City of Feasterville, State of Pennsylvania.

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 fully 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 Seller not later than five days 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 DISCRPTION CONTAINED ON THE LABELING THEREOF, (II) THE GOODS ARE OF FAIR AVERAGE QUALITY WITHIN SUCH DISCRPTION 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 EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

7. Miscellaneous:

- A. Buyer's duties and obligations pursuant to Terms shall not be assigned or transferred by Buyer, except with the prior written consent of Seller
- B. 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;
- C. The invalidity or unenforceable of any other provision of the Terms;
- D. The Terms may be modified only in writing, signed by Seller; and
- E. The Terms shall by, and interpreted and enforced in accordance with the laws of the State of Pennsylvania without regard to its principles and conflicts of laws.

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.

Packing List (Pick List):

- 1. All Claims except breakage must be made within 10 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 25th of month shall be considered billed as of 1st of following month.
- 3. Packing Slip must accompany each shipment.
- 4. All Cartons and Packages must be clearly marked as to quantity and contents.
- 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 trade mark litigation now existing or to be hereafter commenced, arising out of any infringement of patent or trade mark on the Merchandise hereby ordered or any part thereof.

Authorized Signature: _____ **Date:** _____