



6023 Bandini Blvd. Commerce, CA 90040 P: 213-741-1550 F: 213-741-1556

**BUSINESS CONTACT INFORMATION**

Company name:			
Phone:	Fax:	E-mail:	
Billing address:			
City:		State:	ZIP Code:
Date business commenced:		Have you ever filed for Bankruptcy? (Circle One) YES or NO	
Sole proprietorship:	Partnership:	Corporation:	Other:
Federal Tax ID Number:		DUNS:	

**ACCOUNTS PAYABLE INFORMATION**

A/P Contact Person:	A/P Email:
A/P Phone:	A/P Fax:
A/P Manager:	A/P Manager Email:

**BANK INFORMATION (IF CREDIT TO BE ESTABLISHED)**

Bank name:			
Bank address:		Phone:	
City:	State:	ZIP Code:	
Bank Contact:		Account Number:	
Phone:	Fax:	E-mail:	

**BUSINESS/TRADE REFERENCES (IF CREDIT TO BE ESTABLISHED)**

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 # (213) 741 1556; email: [accounting@envisionledlighting.com](mailto:accounting@envisionledlighting.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 Los Angeles.
3. By submitting this application, you authorize ENVISION LED LIGHTING, INC. to make inquiries into the banking and business/trade references that you have supplied.

**SIGNATURES**

Name:	Signature:
Title:	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 EnVision LED Lighting, Inc. 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:

\_\_\_\_\_

\_\_\_\_\_

1. **Cash Discount-** 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. ENVISION LED LIGHTING, INC. warehouse. Any shipment delivered will be subject to freight charges per delivery, unless terms stated in the invoice are different, which shall supersede.

3. **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 ENVISION LED LIGHTING, INC..

4. **Packaging-** ENVISION LED LIGHTING, INC. 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.

5. **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 \$50 net. Prices do not include lamps and bulbs unless so specified.

6. **Return of Stock Merchandise-** 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 20% 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.

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

10. **Limited Warranty-** ENVISION LED LIGHTING, INC. warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper

storage, installation, and use, for a period of one (1) year from the date of shipment,

ENVISION LED LIGHTING, INC.

is not responsible for any costs or expenses, including without limitation any labor charges for replacement of defective ballasts. Any such costs would be the responsibility of and must be authorized by the ballast manufacturer. Copies of each manufacturer's standard ballast replacement program are available upon request from ENVISION LED LIGHTING, INC. representatives.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ENVISION LED LIGHTING, INC. MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND ENVISION LED LIGHTING, INC. EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF ENVISION LED LIGHTING, INC. HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

11. **Limitation of Liability-** The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to ENVISION LED LIGHTING, INC.'s products.

The total liability of ENVISION LED LIGHTING, INC. on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, ENVISION LED LIGHTING, INC.'s performance or breach of the foregoing limited warranty or from ENVISION LED LIGHTING, INC.'s sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL ENVISION LED LIGHTING, INC. BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. CANCELLATION CHARGE Orders for Distribution Center or Field Warehouse stocking items may be cancelled prior to shipping without charge. All other orders may not be cancelled unless we are reimbursed for work already performed and for special material purchased by our company. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the customer.

12. **General-** ENVISION LED LIGHTING, INC. price sheets are not offers to sell, and possession of a price

sheet does not entitle one to purchase. ENVISION LED LIGHTING, INC. 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 ENVISION LED LIGHTING, INC. 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, ENVISION LED LIGHTING, INC. reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due ENVISION LED LIGHTING, INC. is collected by, or attempted to be collected through an attorney at law ENVISION LED LIGHTING, INC. shall be entitled to recover all collection expenses, including reasonable attorney's fees.

13. **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. ENVISION LED LIGHTING, INC. will not accept orders that require customer-furnished components without prior written authorization from a manager of ENVISION LED LIGHTING, INC..

14. **Entire Agreement-** Except as expressly agreed in writing signed by ENVISION LED LIGHTING, INC., the terms and conditions stated above shall constitute the entire sales agreement between ENVISION LED LIGHTING, INC. 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. ENVISION LED LIGHTING, INC. reserves the right to change these Terms and Conditions of Sale without notice.

**REQUIRES SIGNATURE:**

Company:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Signed by:

\_\_\_\_\_

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

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 ENVISION LED LIGHTING, INC., and promise to pay any and all unpaid obligations of said Applicant owing to ENVISION LED LIGHTING, INC. or its assignee. This guarantee shall extend without limitation and include principal balance owed, service charges, and accrued interest and attorney fees. The undersigned waived any right to require ENVISION LED LIGHTING, INC. 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 ENVISION LED LIGHTING, INC. 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: \_\_\_\_\_