

Applicant's Information					
Legal Name		Type of Business <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other: _____			
Trade Name/Assumed Name					
Address:		Date Established	Jurisdiction (state)		
Contact Name	Title	Federal Tax ID No.	State Tax ID No.		
Phone No.	Fax No.	Email address	DUNS Number		
CEO	CFO	Applicant's Latest Completed Fiscal Year Financial Statements are <input type="checkbox"/> Attached <input type="checkbox"/> Will be sent			
Estimated Revenues of the current fiscal year:		Actual Revenues of the last fiscal year:	No of Employees:		
Estimated Annual Purchases					
Owners/Shareholders/Partners/Members/Principals					
Name	SS No.	Title	Address	Telephone No.	
Bank References					
Name of Bank		Contact Name			
Branch		E-mail address			
Address		Telephone No.	Fax No.		
Checking Acct No.		Savings Acct No.			
Trade References					
Business Name	Phone No.	Fax No.	Contact Name	Account No.	Address

The above-named applicant ("Customer") hereby authorizes US LUMINAIRE, LLC, a Minnesota Limited Liability Company ("US LUMINAIRE"), and any credit bureau or other investigative agency retained by US LUMINAIRE to investigate Customer's creditworthiness and financial responsibility, specifically including without limitation express authorization to contact all references listed above. Customer authorizes all creditors, financial institutions and credit agencies to disclose to US LUMINAIRE all requested information regarding Customer's finances and financial affairs, and a copy of this Commercial Credit Application shall be good and enough proof of such authorization. Customer hereby releases and discharges US LUMINAIRE, its directors, officers, shareholders, employees and agents from all claims, damages or liabilities arising out of, or resulting from, any investigation conducted by US LUMINAIRE, or any credit bureau or other investigative agency retained by US LUMINAIRE, regarding Customer's credit worthiness.

Customer is applying for credit for other than personal, family or household purposes. All purchases of products from US

LUMINAIRE are for commercial purposes. Customer acknowledges that this is not a commitment or agreement by US LUMINAIRE to provide credit to Customer. US LUMINAIRE retains the right, if it elects to extend credit terms to Customer, to revoke such credit terms at any time and require cash payment in advance for all future products sold to Customer.

Customer, in signing this Commercial Credit Application, accepts and agrees to be bound by the terms and conditions of sale set forth herein. Customer acknowledges and agrees that all sales of products by US LUMINAIRE shall be governed solely and exclusively by such terms and conditions.

Customer represents and warrants to US LUMINAIRE that all statements and information provided herein are true, correct and complete in all respects and that Customer has read and fully understands and accepts the terms and conditions set forth herein, which terms and conditions constitute a legally binding contract between Customer and US LUMINAIRE.

US LUMINAIRE DISTRIBUTION LLC TERMS AND CONDITIONS OF SALE

1. US LUMINAIRE AND ITS AGENTS. For all sales, "Seller" or "US LUMINAIRE" shall mean US LUMINAIRE DISTRIBUTION LLC; and wherever Seller's signature or approval is required, it must be by an Officer of US LUMINAIRE. US LUMINAIRE's agents, employees, and representatives have no authority to bind US LUMINAIRE to any affirmation, waiver, representation, or warranty inconsistent with these terms and conditions, unless expressly agreed to in writing by an Officer of US LUMINAIRE or otherwise approved by duly authorized corporation action.

2. GENERAL AGREEMENT. All sales are expressly conditioned on these terms and conditions. No additional or different terms shall apply (whether a part of Buyer's purchase order or other communication from Buyer) unless expressly agreed to in writing by an Officer of US LUMINAIRE and/or its subsidiaries. Any acceptance by Buyer with additional or different terms proposed in the acceptance shall be deemed a rejection of US LUMINAIRE's offer and construed as a counteroffer. No binding agreement shall come into existence without the written consent of US LUMINAIRE to such counteroffer. Any attempt to vary any of the terms of this offer shall be deemed a material alteration. Notice is hereby given that US LUMINAIRE objects to any different or additional terms and that such different or additional terms shall not be binding upon it. Acceptance of or payment for any of the goods constitutes Buyer's agreement to the US LUMINAIRE's Terms and Conditions of Sale. If these terms and conditions are incorporated by reference in a Purchase Agreement, Sales Agreement or other Agreement with Buyer, these provisions shall control notwithstanding anything to the contrary therein.

3. WARRANTIES. Since the goods sold hereunder are not manufactured by it, US LUMINAIRE makes no warranties or representations, express or implied, as to workmanship, performance, quality, durability, fitness for a particular purpose, suitability or merchant- ability for any of the products sold. This disclaimer is for all liability including liability in contract, in tort or otherwise for incidental, consequential, special damages, or any loss or damage, whether to property or injury to persons, whether foreseeable or not foreseeable, resulting, directly or indirectly, from the use or loss of use of any product sold. US LUMINAIRE agrees to assign and pass-through to Buyer any warranties expressly provided by the manufacturer of the product purchased, which shall be Buyer's exclusive rights of warranty. Buyer's remedies are subject to any limitations contained in manufacturer's terms and conditions to Seller. If there is no warranty provided by the manufacturer, then the goods are sold "as is." While US LUMINAIRE may provide manufacturer warranty information, it does not warrant or guarantee any such delivery or advice. THE WARRANTY EXPRESSED IN THIS PARAGRAPH 3, AND THE OBLIGATIONS AND LIABILITIES OF SELLER HEREUNDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES WHETHER OR NOT OCCASIONED BY US LUMINAIRE'S NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY US LUMINAIRE AND BUYER. The parties affirmatively state that the products sold hereunder are not intended for use in or in connection with a nuclear facility. US LUMINAIRE makes no representation whatsoever about whether any goods comply with the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), or any other federal, state, or local statute, law, ordinance, or ruling.

4. LIABILITY. US LUMINAIRE shall not be liable for special, indirect, incidental or consequential damages of any kind from the use or loss of use of any product or due to, arising out of or connected with these Terms and Conditions of Sale, including but not limited to back charges, labor costs, costs of removal or replacement, lost profits, delays, or any claims from Buyer's customers or third parties. In addition to the assignment of manufacturer warranty stated above, Buyer's exclusive remedy for any claim against US LUMINAIRE is for US LUMINAIRE, at its option, to repair or replace the goods, or for US LUMINAIRE to

request return of the product and tender to Buyer the purchase price paid upon redelivery. The remedies of Buyer as set forth herein are exclusive, and the liability of US LUMINAIRE with respect to any contract of sale or anything done in connection therein, whether in contract, tort, negligence, strict liability, breach of contract, indemnity or under any legal theory, warranty or otherwise, shall not exceed the purchase price of the goods on which such liability is based.

5. PATENTS. If any goods shall be sold by US LUMINAIRE to meet Buyer's particular specifications or requirements and is not part of US LUMINAIRE's standard line offered by it to the trade generally in the usual course of US LUMINAIRE's business, Buyer shall hold Seller harmless from, and release and not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary rights, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the merchandise sold to Buyer by US LUMINAIRE.

6. COMPLIANCE. Orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the order when it is impractical to produce the exact quantity ordered. Normal tolerances in specifications shall be acceptable.

7. DELIVERY. Shipping dates given in advance of actual shipment are estimated. US LUMINAIRE shall not be liable for failure to perform or delay in performance resulting from fire or other casualty loss, war, riot, act of terrorism or revolutions, labor difficulties, embargo, transportation problems, accidents, breakdown of machinery, interruptions or delays in the usual source of supply, governmental action or regulation, or any other cause, contingency or circumstance, within or without the United States, not subject to US LUMINAIRE's control which shall make the fulfillment of the agreement impracticable; any of which shall, without liability, excuse US LUMINAIRE from the performance of the agreement. All direct shipments are F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Responsibility for filing claims with the manufacturer or carrier rest with the Buyer.

8. SINGLE BREACH BY BUYER. Each shipment shall be treated as a separate and independent contract with respect to forwarding and terms of settlement. However, if Buyer defaults in the payment of any purchase price when due, US LUMINAIRE may, without prejudice to other lawful remedies, immediately place the account on hold and defer further performance until the defaulted payments are made, or on three days' written notice to Buyer, may either make future deliveries against the contract for cash in advance only, or treat the entire contract as breached by Buyer and pursue its remedies for such breach.

9. ACCEPTANCE OF GOODS. Buyer shall make an examination of any goods delivered hereunder immediately upon its receipt. Buyer's failure to give written notice of any claim within 10 days after the receipt of such material shall constitute Buyer's unqualified acceptance of such material and a waiver by Buyer of all claims with respect thereto including any right to revoke acceptance. Upon acceptance, Buyer assumes all risks and liability for the results obtained in its business using any materials delivered or by the use of such materials in combination with other goods or materials. In no event may customer set-off payment for any rejected or revoked acceptance goods against payment due on goods accepted.

10. NOTICE OF CLAIM FOR DEFECTIVE DELIVERY. Buyer will be conclusively deemed to have accepted and agreed to any invoice from US LUMINAIRE (including but not limited to the price, quantity, quality, and description of the goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations, and warranties on the invoices), unless US LUMINAIRE receives written objection to the invoice from Buyer within 10 days after the date the invoice is sent to Buyer. Written objection must be sent by letter to US LUMINAIRE at its main office (2360 Nevada Ave. N. Minneapolis, MN 55427) by registered or certified mail specifying the nature of the complaint. Buyer's compliance with these conditions' precedent shall not constitute an admission by US LUMINAIRE of the merits or amount of Buyer's claim or defense.

11. LIMITATION OF ACTIONS. No action for breach of any term of sale or any other duty of US LUMINAIRE with respect to goods or services may be commenced more than one year after the cause of action accrues.

12. PAYMENT. Unless there is an express written agreement between US LUMINAIRE and Buyer specifying different payment terms, US LUMINAIRE invoices will be due 30 days from date of invoice. All payments must be received within 30 days (or such other time period as we may mutually agree in writing). There is no grace period, and Buyer's account may be automatically placed on hold if payment is not received within the period provided by these terms and conditions. Buyer must ensure that payments are processed and mailed on time to meet these requirements. US LUMINAIRE is not responsible

for any losses or damages that Buyer may incur due to suspension or termination of any account or agreement. Unless indicated otherwise on the Invoice or Statement, all payments should be made payable to: US LUMINAIRE and sent to the following address: Attn: Accounts Receivable, 2360 Nevada Ave. N. Minneapolis, MN 55427. Buyer's obligation to pay Seller for the goods and services provided are not conditioned upon Buyer obtaining acceptance or approval from any third party (e.g. lenders, contractors, project managers, bondholders, insurance companies, owners) or receiving payment from any third party (e.g. "retainage" amounts, insurance or bond proceeds, or "pay-when-paid" contract agreements).

13. TAXES. The prices for goods do not include any sales, use or other taxes or charges payable to state or local authorities. Buyer shall be responsible for and shall pay all federal, state and local sales, use, property, excise, freight or other taxes imposed on or with respect to the goods, except taxes levied on Seller's net income with respect to such goods. To the extent that such taxes do not appear as an itemized charge, Buyer certifies that the sale of the goods is exempt from such taxes and Buyer assumes the liability for any such tax which may be found to be due and agrees to indemnify and hold US LUMINAIRE harmless with respect thereto.

14. SERVICE CHARGES. Invoices that are more than 30 days past due are subject to interest from the due date until paid at the lesser of 1.5% per month (18% per annum), or the highest rate permitted by applicable law.

15. RETURNS. In no case are goods to be returned without first obtaining US LUMINAIRE's permission. Buyers shall pay the costs of return of any goods and shall use its best efforts to ensure that all packaging materials that US LUMINAIRE supplies are maintained in suitable storage areas to protect them from damage, including, without limitation, from forklifts and weather. Goods must be securely packed to reach US LUMINAIRE without damage. Material accepted for credit may be subject to a service charge plus all transportation charges. Credit for returned goods will be allowed only to the extent agreed to in writing by a duly authorized representative of US LUMINAIRE and no application for credit will be processed unless Buyer provides the original invoice number and date.

16. EXTRA EXPENSE. No labor expense or other charges will be accepted by US LUMINAIRE as a result of the use or modification of any of the goods sold hereunder, unless approved in writing by a duly authorized representative of US LUMINAIRE prior to the incurring of such expense.

17. TIME OF PERFORMANCE. Buyer's failure to make any payment when due or Buyer's filing of bankruptcy shall constitute a default. The time of performance under any agreement, in the absence of specific provision, shall be the usual standards of the trade in the immediate commercial area of US LUMINAIRE's place of business.

18. ASSIGNMENT. No right or obligations hereunder of Buyer shall be assigned to, or assumed or performed by, a third party without the prior written consent of US LUMINAIRE, and any purported assignment or assumption without such consent shall be void.

19. MWDBE. If buyer is an MWDBE firm and either buyer's contract with its client or its client's contract with another party includes minority participation requirements for the material purchased, buyer represents (i) that it is performing a "commercially useful function" in connection with the materials and supplies purchased from US LUMINAIRE and (ii) to complete US LUMINAIRE's Commercially Useful Function Affidavit. If buyer is an MWDBE, buyer agrees to indemnify, defend and hold harmless US LUMINAIRE, its officers, directors, agents, employees and other related parties from and against any and all claims, liabilities, damages and fines or penalties resulting from MWDBE related sales from US LUMINAIRE to buyer.

20. APPLICABLE LAW. The validity, construction and performance of any agreement will be governed by the laws of the State of Minnesota without regard to conflicts of laws principles thereof. In the event of litigation in court, each Party agrees and hereby submits to the exclusive personal jurisdiction and venue of the Minnesota District Court of Hennepin County or the United States District Court for the District of Minnesota with respect to such matters, or any other forum at US LUMINAIRE's sole election. Except as otherwise expressly provided in a written agreement or these Terms and Conditions, and unless the context requires otherwise, the provisions of the Minnesota Uniform Commercial Code will control as to all aspects of these terms and conditions and their interpretation, and that all the definitions contained therein will apply. If US LUMINAIRE is forced to initiate collection proceedings for amounts due to it, Buyer agrees that it will be liable for all collection and other costs incurred by US LUMINAIRE including, but not limited to, reasonable attorneys' fees whether or not litigation is commenced.

21. **ARBITRATION.** Upon the written application by either US LUMINAIRE or Buyer for the hearing and adjudication of a dispute or claim, the recipient of the application will proceed with arbitration hearings and any controversy or claim arising out of or relating to this order or the performance or breach thereof shall then be settled by arbitration in the City and County of Minneapolis, Minnesota in accordance with the rules and procedures of the American Arbitration Association. The parties agree to abide by and be bound by the decision and award of the arbitrators, and that a judgment may be entered in a court upon the award made in pursuance of this submission.

22. **NON-WAIVER BY US LUMINAIRE.** Waiver by US LUMINAIRE of a breach of any of these terms and conditions shall not be construed as a waiver of any other term or condition. US LUMINAIRE's acceptance of less than full payment shall not be a waiver of any of its rights.

23. **SECURITY INTEREST, POWER OF ATTORNEY.** In addition to any security interest granted by the UCC, the Buyer grants US LUMINAIRE a security interest in all Equipment, proceeds, and products from the same to secure all obligations of the Buyer to US LUMINAIRE. Buyer shall sign financing statements evidencing the security interest as reasonably requested by US LUMINAIRE. In case of a default by Buyer, US LUMINAIRE may peaceably enter the premises of the Buyer to repossess all Equipment in which it has a security interest, Buyer shall not sell, exchange, transfer, or grant a security interest in any Equipment, which are subject to these terms and conditions if payment for same has not been made in full to US LUMINAIRE.

24. **WAIVERS BY BUYER.** Buyer waives demand, notice, protest, notice of acceptance of this agreement, notice of credit extended, notice of collateral delivered or received, and all other notices.

25. **AUTHORIZATION OF BUYER AND BUYER'S AGENTS.** In consideration of US LUMINAIRE selling goods to Buyer, the person signing any such acceptance or agreement on behalf of Buyer represents and warrants that he or she is authorized to sign on behalf of Buyer. The parent company, if any, of Buyer also guarantees performance of the agreement and payment by Buyer. The person signing, and Buyer warrant that the information given to US LUMINAIRE is true and correct in all respects.

26. **CANCELLATION.** Unless the cancellation is due to a default by Seller, once an order is placed with and accepted by US LUMINAIRE, the order cannot be cancelled, unless US LUMINAIRE consents in writing. If an order is cancelled, Buyer shall reimburse Seller for any cost it incurs because of such cancellation, including but not limited to cancellation or restocking fees.

27. **THIRD PARTY CONTRACT OBLIGATIONS.** In the event that Buyer has contracted for or otherwise assumed with any other Party any obligation or liability to an Owner, Contractor, Construction Manager or any other person or entity responsible for the completion of any portion of any project in which Seller's goods will be used, the Parties agree that Seller is not a party to such contract, and Seller does not assume any liability or obligation under any such contract or agreement unless expressly agreed to in writing. Buyer shall not be permitted to delay, set-off or condition any payment obligation because of any third-party obligation or condition, including but not limited to retainage conditions or "pay-when-paid" terms between Buyer and a third party. Buyer releases and agrees to defend, indemnify and hold Seller harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility which was Buyer's under any contract or which was assumed by Buyer towards any Owner, Contractor, Construction Manager or other party involving the goods or work supplied by Seller to fulfill any contractual requirement.

28. **CHANGE OF TERMS AND CONDITIONS:** Buyer acknowledges and agrees that US LUMINAIRE may change any term or part of these terms and conditions as to open accounts by sending Buyer a written notice at least 10 days before the change is to become effective. If Buyer does not agree to this change, Buyer must notify US LUMINAIRE within 10 days after the effective date of the change, in which case Buyer's accounts will be closed and must pay US LUMINAIRE any outstanding invoices under the existing terms of the unchanged terms and conditions for such business accounts. Placement of a new order after the effective date of any change shall be deemed acceptance of the new terms and conditions, even if the aforementioned 20 days have not yet expired.

29. **NOTICES.** All notices, requests, consents and other communications required or permitted under these Terms and Conditions shall be in writing and shall be sent by regular U.S. Mail and one or more of the following delivery methods: registered or certified mail, postage prepaid; transmitted by telegram, facsimile or e-mail if confirmed by such mailing or delivery, to Buyer and US LUMINAIRE at their respective addresses on file. Either party may change its address by written notice to the other.



30. OTHER TERMS AND CONDITIONS. No terms and conditions other than those herein stated, and no agreement or understanding, including but not limited to any provisions, terms and conditions contained in any confirmation order or other writing by Buyer, in any way purporting to modify these terms or conditions shall be binding upon US LUMINAIRE unless consented to in writing by an Officer of US LUMINAIRE. If any provision of this agreement is found to be unenforceable or invalid in its entirety, such provision will be severed from these terms and conditions but will not affect the enforceability or validity of any other term or condition. US LUMINAIRE'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THESE TERMS AND CONDITIONS AND ON YOUR AGREEMENT THAT SUCH TERMS AND CONDITIONS SHALL CONSTITUTE THE SOLE TERMS AND CONDITIONS OF THE ORDER. THE CONDITIONS STATED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS OR CONDITIONS SHALL BE BINDING ON THE SELLER, INCLUDING BUT NOT LIMITED TO PROVISIONS OR CONDITIONS WHICH DEEM PARTIAL PERFORMANCE OR FAILURE TO OBJECT AS ACCEPTANCE BY US LUMINAIRE OF BUYERS TERMS AND CONDITIONS, UNLESS ACCEPTED BY THE SELLER IN WRITING.

31. ENTIRE AGREEMENT. These terms and conditions and, if applicable, the US LUMINAIRE Terms and Conditions of Quotation and/or signed acceptance of offer, shall constitute the entire agreement between the parties about the subject matter. The parties shall not be bound by any agent's or employee's representation, promise, or inducement not set forth in these terms or the signed agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of these terms and conditions. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of the agreement other than those specifically set forth herein. These terms and the terms of the signed acceptance can only be modified by a writing signed by the parties hereto or their duly authorized agents.

32. TERMS AND CONDITIONS RECEIPT. BUYER AGREES TO AND ACKNOWLEDGES RECEIPT OF THESE TERMS AND CONDITIONS WHETHER IN HAND DELIVERED OR THROUGH VIEWING ONLINE AT www.USLUMINAIREdistribution.com, where copies of the Terms and Conditions of Quotation, Terms and Conditions of Sale and Application for Open Account Privilege are available. Buyer may also request additional copies by contacting the Corporate Office of Seller directly at (612) 454-0042.

33. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); or because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is the Office of the Bureau of Consumer Financial Protection 1700 G. Street, NW, Washington, DC 20006 and the Federal Trade Commission, Equal Credit Opportunity, Pennsylvania Ave. at 6th Street NW, Washington, D.C. 20580.

Customer hereby acknowledges receipt of a duly executed copy of this Commercial Credit Application and Agreement. Customer represents and warrants to US LUMINAIRE that Customer has fully read and understands all the terms and conditions set forth in this Commercial Credit Application and Agreement and agrees to be legally bound thereby.

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____



PERSONAL GUARANTEE. For and in consideration of the Seller extending credit to the Applicant and with the understanding that without this Guarantee Seller would not extend such credit, the undersigned Guarantor hereby personally guarantees the payment of any obligation of the Applicant to the Seller. Therefore, Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant if and when Applicant fails to pay such amount. Guarantor further agrees to pay all costs of collecting including 30% reasonable attorney's fees. This Guarantee shall be a continuing and irrevocable guarantee for indebtedness of the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the credit agreement hereby guaranteed.

Guarantor (Signature)

Guarantor (Print)

Date