

EEMA Lighting Group

(Liton, Lumenton, Dalume, Coloronix)
5461 W. Jefferson Bl.,
Los Angeles, CA 90016
T: (323) 904.0200 F: (323) 904.0201

Open For:

- Liton
- Lumenton
- Dalume
- Coloronix

NEW ACCOUNT APPLICATION

Email/Fax this form plus initial PO to:
NewAccounts@liton.com
(323) 904.0201

BUSINESS INFORMATION

Company Name _____

Address _____

City _____ State _____ ZIP Code _____

Branch Contact _____

Phone _____ Fax _____

Contact Email Address _____

Email for Order Confirmations _____ Email for Shipment Confirmations _____

Email for Invoices _____ Email for Marketing _____

Expected Purchases: \$ _____ Monthly.

Desired Credit Limit: \$ _____

SHIPPING INFORMATION

Company Name _____

Address _____

City _____ State _____ ZIP Code _____

Contact _____

Phone _____ Fax _____

Corporation: Partnership: Sole Proprietorship:

Date Incorporated _____ Federal I.D. Number _____

CA. Resale#: YES or NO, **If Yes, Must Attach**

Facilities: Own or Lease, Year in operation _____

PRINCIPAL INFORMATION

President / Partner / Owner Name _____ Home Address _____ Home Telephone _____

Vice President / Partner / Owner Name _____ Home Address _____ Home Telephone _____

BANKING INFORMATION

Bank Name _____ Address _____ City / State / ZIP Code _____

Contact Name _____ Telephone _____ Account Number _____

TRADE REFERENCES

Name _____ Home Address _____ Telephone _____ Fax _____

Name _____ Home Address _____ Telephone _____ Fax _____

Name _____ Home Address _____ Telephone _____ Fax _____

CREDIT CARD INFO: (VISA OR MASTERCARD ONLY) A 5% transaction fee will apply if used.

Account Number _____ Card Holder's Full Name _____ Expiration Date _____

NOTE: This information is required. Incomplete information will cause a delay in establishing credit. Orders cannot be processed until all requested information has been received and confirmed.

BANK RELEASE FORM

Liton, Lumenton, Dalume & Coloronix
Divisions of EEMA Lighting Group
5461 West Jefferson Bl.
Los Angeles, Ca. 90016
Phone (323) 904-0200
Fax (323) 904-0197

Please accept this as our authorization to release credit information regarding our business accounts to Liton, Lumenton, Dalume & Coloronix.

Firm Name: _____ Account Number _____

Company Representative: _____

Title: _____

Signature: _____ DATE: _____

Phone: _____

Note: The Bank requires this information. Please fill out and return with credit application.
Incomplete information will cause a delay in establishing credit.

AGREEMENT FOR OPENING ACCOUNT & REQUEST OF CREDIT

The information contained on this application is submitted by the undersigned for the purpose of opening an account and obtaining credit. The undersigned expressly agree to make payment in full to EEMA Lighting Group (Liton, Lumenton, Dalume & Coloronix) for all purchases in accordance with EEMA invoice(s). Should the undersigned default in any such payment, the undersigned expressly agrees to pay finance charges and late charge incurred on any amounts in default at the rate of 1.5% per month, but not to exceed the maximum rate permitted by law. The undersigned further agrees to pay reasonable attorney's fees and all other costs and expenses incurred in the collection of any obligation of the undersigned pursuant hereto. This agreement shall become effective when accepted by EEMA's Authorized representative. The undersigned shall not transfer or assign its rights or obligations pursuant to this agreement without the prior written consent of EEMA. The undersigned additionally agrees to all terms and conditions of each Division of EEMA. The undersigned further agrees that all transactions shall be considered to have been made in the State of California. The undersigned irrevocably consent to the exclusive jurisdiction of the courts located in Los Angeles, California in connection with any suit, action, proceeding, deposition arising out of or related to the Terms and Conditions or the Services or the Content. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time, in the credit evaluation process. The undersigned certifies that all information provided here is correct.

Applicant

Date

Authorized Signature

Print Name

Title

GUARANTY

In consideration for the extension of credit by EEMA Lighting Group (Liton, Lumenton, Dalume & Coloronix) ("Creditor") to

Ms. / Mrs. / Mr. _____ ("Debtor"), the undersigned hereby unconditionally guarantees payment of all amounts Debtor shall at any time owe to Creditor on account of goods sold and delivered to Debtor, whether such indebtedness is in the form of notes, invoices, bills, open account, or otherwise. This guaranty shall continue notwithstanding any change in the form of such indebtedness or renewals or extensions granted by Creditor, without the necessity of obtaining any consent of the undersigned thereto, until expressly revoked by written notice from the undersigned. Any such revocation shall be effective when received by Creditor, and shall not in any manner effect the liability of the undersigned as to indebtedness contracted by Debtor prior thereto. This guaranty extends to and includes any and all interest due or to become due, together with all attorney's fees, costs and expenses incurred by Creditor in connection with any matter covered by this guaranty. The undersigned hereby waives notice of acceptance of this guaranty by Creditor and notice of default of nonpayment. No delay by Creditor in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against Debtor or any other person otherwise liable, shall operate as a waiver of any such right or in any manner prejudice the rights of Creditor against the undersigned. The undersigned hereby agrees that in the event of any manner prejudice the rights of Creditor against the undersigned. The undersigned hereby agrees that in the event of any default by Debtor, Creditor shall be entitled to proceed against the undersigned immediately for such payment without prior demand or notice. The undersigned further agrees to pay a reasonable attorney's fee and all other costs and expenses incurred by Creditor in the enforcement of this guaranty. The undersigned further agrees that guaranty shall be considered to have been made in the State of California and shall be interpreted in accordance with the laws and regulations of the State of California. The undersigned agrees that, in the event of any suit, action, or proceeding arising out of this guaranty, venue shall be in Los Angeles County, California.

NOTICE: By executing this guaranty, you become liable for the obligations of the Debtor named above.

Personal Guarantor Signature

Date

Print Name

*****Copy of State Issued Identification Card or Drivers License to be included*****

EEMA Terms and Conditions

1. ORDER ACCEPTANCE

No modification of these terms or conditions will be recognized by EEMA Lighting Group (herein independently owned & operated Brands including Liton Lighting Inc., Lumenton Inc., Dalume Inc., Coloronix Inc.) also referred to as "EEMA" unless specifically agreed to in writing by EEMA. Failure of EEMA to object to provisions contained in any purchase order or other communication from a purchaser (including, without limitation, penalty clauses or labor charges) shall not be construed as a waiver to these Standard Conditions of Sale nor an acceptance of any other provisions. Nothing in any of the foregoing shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party.

2. PRICES

All orders are subject to effective prices and terms of sale in effect on the date of shipment and subject to change without notice unless otherwise authorized in writing by EEMA. Written quotations expire 30 days after date of quotation. All orders must be over \$50.00 not including freight. Any orders under this amount are subject to a \$10.00 "Below Minimum Fee". EEMA requires a \$5.00 charge per open box orders, which will be added to invoice per item number. EEMA reserves the right to adjust upwardly certain or all of its prices to reflect anticipated volatility in the costs of critical raw materials and components such as steel, copper, aluminum and plastic compounds. Prices do not include any local, state or federal taxes.

3. E-COMMERCE

EEMA products may be sold via Internet with the following restrictions:

- a. EEMA's brand name and other information must be presented in a professional manner,
- b. Products must be advertised at least fifty percent (50%) above the listed Distributors' Price Book. EEMA will cancel any purchase order or suspend account at will if above restrictions are not met.

4. TERMS OF PAYMENT

Unless otherwise agreed to in advance, payment on each invoice is due within 30 days from the invoice date. Any balance unpaid at such time will bear interest at the rate of 1.5% per month with an annual percentage rate of 18%. Purchaser also agrees to pay any costs incurred by EEMA to enforce the terms of this agreement.

5. FREIGHT

EEMA reserves the right to select origin of shipment, routing and other method of transportation. If customer specifies an alternate routing, customer must assume additional charges. Any extra charges occurred for services, such as special handling, re-delivery of product, or lift gate must be paid by consignee. This includes orders that meet freight allowed orders). Materials not in stock when order is released by customer will be shipped as soon as possible thereafter. Freight will be allowed on these shipments if original order as released meets allowance terms specified below.

- A. Premium freight charges such as air freight will be at purchasers expense. Written authorization by facsimile, letter, or email must be received from purchaser prior to the shipment leaving EEMA.
- B. Free deliveries on all orders over \$1,500.00 in the 48 contiguous states.
- C. Transportation charges will be pre-paid and added to invoice unless otherwise stated.

6. SHIPPING PERFORMANCE

When requested, EEMA will establish shipping schedules as closely as practicable in accordance with the purchaser's expressed needs. However, EEMA will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to purchaser (or any third party), whether occasioned by deviations in performance or non-performance of any of EEMA's obligations under the contract, or loss of or damage to goods when caused directly or indirectly by or in any manner arising from any casualty, riots, act of the purchaser, strikes, or other labor difficulties, supplies, or transportation facilities, or any other cause beyond its control or the control of its suppliers.

In no event, and under no circumstances, shall EEMA agree to pay any amount, whether identified as a penalty or as liquidated damages, for failure to meet a shipping schedule unless specific agreement to that effect is made in writing and signed by an officer of EEMA.

Nor will EEMA be made liable for any detention or delay in delivery, installation, or for any loss, damage or expense due to any cause beyond EEMA's reasonable control, including without limitation, an act or omission of the buyer, embargo or other governmental act or authority regulation or request, fire, theft, accident, strike, shutdown, war, riot, delay in transportation, inability to obtain necessary labor, material or manufacturing facilities

7. CLAIMS FOR LOSS OR DAMAGE IN SHIPMENT

If merchandise is delivered in damaged condition or cartons missing, a notation must be placed on all documentation(s) signed by the receiver. Concealed damages are notified after, delivery, the carrier should be contacted by telephone and in writing to request an inspection. All requests for credit due to transportation loss or damage should be accompanied properly with signed documentation. A claim for loss for damage must be filed by customer within 5 working days from receipt of shipment date. Credit cannot be

allowed for damage claims that are not properly substantiated with supporting documentation received by EEMA too late for timely filing with the carrier.

8a. LIMITED WARRANTY

EEMA warrants that products sold will, upon shipment, be free of defects in workmanship or material under normal and proper usage. Should any failure to conform to this warranty become apparent during the warranty period, in most cases one year from date of shipment, EEMA must be notified promptly in writing. EEMA's liability is limited to, at its option, either repair or replacement only of the defective part.

In no event, and under no circumstances, shall EEMA be liable for labor costs in connection with the installation, removal or replacement of warranted products or for any consequential damages. In no event, and under no circumstances, shall EEMA be liable to the purchaser or to any other person for any indirect, special, consequential or incidental losses or damages including, without limitation, lost profits. As used herein, the term "person" shall include, without limitation, any individual, sole proprietorship, partnership, corporation or other entity.

EEMA further reserves the right to refuse to honor the above warranty for any product(s) altered, improperly installed, or installed in applications for which not intended. The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral or implied, including any warranty of merchantability or fitness for purpose. The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, oral or implied, including any warranty of merchantability or fitness for purpose.

8b. EXCLUSIONS FROM WARRANTY

- 1) **ABUSE:** EEMA cannot assume responsibility for claims arising from abuse of the product due to improper installation or abuse by the ultimate user.
- 2) **DESIGN:** EEMA cannot assume responsibility for claims resulting from failure from improper design of the end product, such as (but not limited to) subjecting the EEMA product to conditions, which exceed the rated capacity of the product to operating conditions, which constitute improper usage.

9. TERMINATION OF ORDER

Any order or contract can be terminated by the purchaser only upon payment of all reasonable charges based upon expenses already incurred and commitments made by EEMA.

All cancellations must be done in writing and must be faxed to EEMA, which then EEMA will fax back a Cancellation Acknowledgment Letter. Please note that cancellation will not go into effect until you have received EEMA's acknowledgement. Furthermore all requests must be received prior of shipment to avoid any potential restocking charges.

10. RETURN GOODS AUTHORIZATION (RGA)

No products are to be returned without prior EEMA approval and issuance of a Return Goods Authorization (RGA) number. Under no circumstances shall purchasers assume settlement, nor will EEMA be bound via deductions from remittances due. When return is occasioned due to a warranty issue or EEMA's error, full credit including transportation charges will be allowed. No material will be accepted for credit that was purchased over 90 days prior to request. All credits if approved by EEMA will be applied towards future purchases. No refunds.

Since, as a customer accommodation on warranty claims, replacement fixtures are sent prior to receipt of the returned items, customers will be invoiced as a new order. Once the returns are received and confirmed defective, credits will be applied to the purchaser's original invoice.

Where the purchaser requests authorization to return products for reasons of their own and EEMA issues approval for return, purchaser will be billed a restocking fee of 25% for stock (STK) items and a 50% restocking fee for assembled (ATO) items, plus outbound freight, *provided all materials are returned in their original boxes/cartons, in resalable condition, and of current design.* The return shipment must be freight pre-paid by the purchaser. Obsolete items, or those special products built to the purchaser's specification are not returnable. Special items include all emergency powered commercial recessed downlights, all 277 Volt Housings, and all Made-to-Order (MTO) Items. See alphanumeric price index for details.

11. ERRORS

Typographical or clerical errors in quotation orders or acknowledgments are subject to correction.

12. DIMENSIONS

The dimensions in catalogs and price lists are *nominal*, and not to be used for construction purposes. See product Installation Sheets and/or Specification Sheets available on our website for detailed information or contact EEMA Customer Service Department.

Signature: X. _____