



TEL: 323-622-1133 • FAX: 323-622-1135
WEBSITE: WWW.PATRIOTLTG.COM

DISTRIBUTOR ACCOUNT APPLICATION

Company Name: _____ Year Incorporated: _____

Billing Address: _____ ☞ Federal/Tax ID #: _____

City: _____ State: _____ Zip: _____ ☞ Resale #: _____

(**Required** Please attach resale certificate.)

Tel: (____) _____ - _____ Fax: (____) _____ - _____ DUN #: _____

(Dun & Bradstreet #, if available.)

Approximate Annual Sales: \$ _____ Business Type:

Credit Line Requested: \$ _____ Corporation Partnership Individual

TRADE REFERENCES

Company Name: _____ Company Name: _____ Company Name: _____

Account #: _____ Account #: _____ Account #: _____

Credit Line: _____ Credit Line: _____ Credit Line: _____

Contact: _____ Contact: _____ Contact: _____

Tel: (____) _____ - _____ Tel: (____) _____ - _____ Tel: (____) _____ - _____

Fax: (____) _____ - _____ Fax: (____) _____ - _____ Fax: (____) _____ - _____

BANK REFERENCES

Name: _____ Contact: _____

Tel: (____) _____ - _____ Fax: (____) _____ - _____ Account #: _____

Name: _____ Contact: _____

Tel: (____) _____ - _____ Fax: (____) _____ - _____ Account #: _____

By signing this application, I acknowledge that I have understood and read the attached Terms and Conditions of Sale. ☞

In consideration for credit being extended, I or we acknowledge and agree to the additional following terms and conditions: 1) Payment is jointly, severally and unconditionally guaranteed within Thirty (30) days from the date of delivery. 2) Any charges unpaid after the above 30 days are to be increased by 1.5% per month. 3) Any charges still outstanding after Ninety (90) days from date of delivery are subject to collection and all collection or arbitration expenses, including attorney's fees, court costs will be borne by the purchaser. 4) Title to all goods shall remain with creditor until all invoices and additional charges have been paid in full. 5) All claims, requests for adjustments, or notifications of errors must be made within Thirty (30) days or charges are considered accepted. 6) This agreement shall apply to all current and future charges unless revocation is received by registered mail. 7) Credit privileges may be withdrawn at any time without invalidating the terms of this agreement. 8) Completion of this application does not guarantee extension of credit line.

NAME: _____ TITLE: _____ DATE: _____

(Principal/Owner)

(Signature)

PATRIOT LIGHTING TERMS AND CONDITIONS OF SALE

AGREEMENT: The customer identified on this invoice ("Customer") agrees that those terms and conditions shall apply to the sale of PATRIOT LIGHTING, INC. ("Company") products identified on this invoice ("Goods"), unless different terms and conditions are set forth in writing and are signed by a duly authorized representative of the Company. In order for file different terms and conditions to apply to this sale, the different terms and conditions must be expressly applicable to both the Customer and the Goods. To the extent of any conflict, these terms and conditions supersede all agreements previously made and/or Purchase Orders submitted accidents, strikes or other delays unavoidable by the Company.

TITLE AND ALLOCATION OF RISK OF LOSS: Title to the Goods and any risk of loss associated with the Goods shall pass to the Customer at the time of delivery of the Goods to the carrier for shipment to the Customer. In the event Customer, or its agent or representative picks up the Goods at Company's place of business, title and risk of loss pass to the Customer at the time of pick up by the Customer, its agent or representative. With regard to Goods that are returned to the Company, title and risk of loss remains with the Customer until receipt and acceptance of the Goods by the Company.

REJECTION AND RETURN OF GOODS: The Customer must send written notification of rejection of goods ("Rejected Goods") to the Company. No return of Rejected Goods shall be accepted by the Company in the absence of such written notification and without a Return Merchandise Authorization ("RMA") form obtained by the Customer from the Company and signed by a duly authorized representative of the Company. The return of Rejected Goods will be subject to a 40% re-stocking charge. Rejected Goods must be in new, undamaged and sellable condition. Special order items are non-returnable and non-cancellable.

SHIPMENT, DELIVERY AND DROP SHIPMENTS: The Company will allow full freight charges on all orders of \$2,000 or more shipped within Los Angeles or Orange County only. Contact the Company for freight terms outside of Los Angeles/Orange County. The Company will determine the most effective method in delivering shipments. Where specific freight carrier is required by the customer, additional charges may apply. Drop shipments must meet applicable freight and standard quantity requirements. The Company reserves the right to refuse drop shipment orders which are determined to be beyond the distributor's normal trading area. Many delivering carriers impose an additional charge for telephone notification prior to delivery and special handling of merchandise. In these instances, the charge will be added to the invoice.

LEAD TIMES: Standard lead times are approximation by the Company based on information available to the Company at time of quotation and/or purchase order and may be subject to change without notice. The Company will not be liable for the changes in lead times and does not guarantee any specific delivery dates unless explicitly noted in writing.

CLAIMS: All claims must be made, in writing, within five (5) days of delivery. Customer should, therefore, inspect all packages upon delivery for damages. All claims for damage and shortage in transit shall be made by the Customer with the carrier (not with the Company), if applicable, and the Customer holds the Company harmless for all such claims.

LIMITATION OF LIABILITY: If the Goods are not in good working order upon receipt of Goods, Customer's sole remedy shall be replacement or repair of Goods.

- A. Under no circumstances shall the Company have liability to loss of anticipated profits or consequential, indirect or special damages.
- B. The Company shall not be liable (for any reason, whether under these terms and conditions or otherwise) for any cost, expenses, loss or damage suffered by the Customer or any other person, including, without limitation, cost expense, loss or damage:
 - (i) resulting, directly or indirect, from the use or loss of use of the Goods;
 - (ii) such as personal injury and property damages;
 - (iii) such as any claim or demand against the Customer by any third party.
- C. The Customer acknowledges that the Goods covered by these terms and conditions are not unique and that the circumstances of this sale do not warrant the remedies of specific performance or replevin. Notwithstanding any statutory provision to the contrary, the Customer specifically waives the remedies of specific performance and replevin against the Company.
- D. The Company's liability to the Customer in connection with the sale of the Goods shall not exceed, under any circumstances, Including, without limitation, under any applicable warranty, the amounts paid to the Company by the Customer for the Goods.

COLLECTION: In the event a collection effort is necessary, past-due accounts will be charged 1-1/2% per month, or the highest rate of interest authorized by law, whichever is less. Upon referral of a past-due account to the Company's attorney, or if a lawsuit or prejudgment, attachment proceedings are instituted by the Company's attorney, Customer agrees to pay actual attorney fees incurred (or a minimum of 25% of the principal obligation, whichever is greater), court costs and expenses (all both pre and post judgment).

In the event that a lawsuit is filed, it is agreed that the venue of same will be any appropriate State Court located in Los Angeles County, State of California, or any venue, at the Company's option. Customer waives its right to litigate outside Los Angeles County, California, or any the Company chooses. Customer further agrees to waive notice of presentment for payment and notice of non-payment, Company deems itself in jeopardy.

In the absence of written consent of the Company otherwise, the undersigned agrees to be personally liable hereunder, regardless of the type of entity under which Customer's business is conducted or any change in such legal structure, or any title which is noted under Customer's signature.

Customer hereby grants the Company permission, through its agents, to check Customer's credit and/or the credit of any or all of the signers for Customer, at any time for the purpose of establishing the maximum credit line available to Customer, to assist Company in effectuating service upon Customer, to assist in locating Customer, and/or for any other purposes related to collecting upon any credit extended to Customer, and/or any judgment relating thereto.

Customer acknowledges these terms and conditions have been read and understood, agrees to be bound by these terms and conditions and that this agreement supersedes all other proposals oral and written and all other communications between the parties relating to the subject matter hereof, prior or future, to the extent same conflict with these terms and conditions.

☞ Name of Business: _____

☞ Principal/Owner: _____ (Print Name) _____ (Signature) Date: _____



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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:

LIGHTING FIXTURES

3. This certificate is for the purchase from PATRIOT LIGHTING, INC. of the item(s) I have listed in paragraph 5 below.
[Vendor's name]

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:

LIGHTING FIXTURES.

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

PERSONAL GUARANTY

In consideration of credit sales on an open account by **Patriot Lighting, Inc.**, a California corporation, to or for the benefit of _____, a(n) _____ ("Debtor"), the forbearance of Patriot Lighting to sue on any of Debtor's past-due debt, and for other valuable consideration, the undersigned Guarantor(s) jointly and severally guarantee to Patriot Lighting, its successors and assigns, the prompt payment of any and all Indebtedness according to the terms creating the Indebtedness, which Debtor may now or at any time owe to Patriot Lighting together with interest and collection costs, including reasonable attorney fees.

Patriot Lighting is hereby given full power to make advances beyond the above-mentioned principal sum; to cancel any part of the Indebtedness, or to alter, renew, or extend it; and to decrease or increase the amount of principal or interest of such Indebtedness as Patriot Lighting and Debtor may expressly or impliedly agree. Patriot Lighting may increase, decrease, release, substitute, or alter any collateral or property securing such Indebtedness or any part of it, and otherwise to deal with Debtor or any endorser or co-guarantor as Patriot Lighting may elect, without in any way diminishing, releasing, or discharging Guarantors' liability. This liability shall be continuing and shall be affected only by payment to Patriot Lighting of the full amount of all Indebtedness that may now or at any time be owed by Debtor to Patriot Lighting, as long as no payments made by or on behalf of Guarantors to Patriot Lighting shall be held to discharge or diminish the continuing liability of Guarantors under this Guaranty, unless and until written notice is given to Patriot Lighting that such payments are at that time being made to liquidate the liability. The liability of the undersigned Guarantors, and each of them, is neither in consideration of nor contingent on the liability of anyone else under this Guaranty or any similar instrument, and the release of the Guarantors, and each of them, from liability shall not act to release or otherwise affect the continuing liability of any other signer of this Guaranty.

Notice of acceptance of this Guaranty as well as all demands, presentments, notices of protest, and notices of every kind or nature, including those of any action or non-action by Debtor, Patriot Lighting, or anyone else, are hereby fully waived by Guarantors. On any default of Debtor, Patriot Lighting may, at its option, proceed directly and at once, without notice, against Guarantors to collect and recover the full amount of the liability, or any part of it, without proceeding against Debtor or anyone else, or foreclosing on, selling, or otherwise disposing of or collecting or applying any property, real or personal, that it may then have as security for such Indebtedness. Guarantors hereby waive the right to require Patriot Lighting to proceed against Debtor or to pursue any other remedy, waive the right to have the property of Debtor first applied to the discharge of such Indebtedness, and waive the pleading of any statute of limitations as a defense to the obligation under this Guaranty. Guarantors understand the consequences of all waivers in this Guaranty. Guarantors assume responsibility for being and keeping themselves informed of the financial condition of Debtor and of all other circumstances bearing on the risk of nonpayment of the Indebtedness, which diligent inquiry would reveal, and that without a request for such information from Guarantors, Patriot Lighting shall have no duty to advise Guarantors of information known to it regarding Debtor's condition or any such circumstance.

Guarantors further agree, without demand, to immediately reimburse Patriot Lighting for all costs and expenses, including attorney fees, incurred in enforcing this Guaranty or collecting the Indebtedness, or in connection with or resulting from the engagement of counsel by Patriot Lighting during a restructuring or "workout" of the Indebtedness.

The word "Indebtedness" as used in this Guaranty is intended to include not only debts voluntarily contracted, principal, and interest, but also every debt, obligation, or liability however arising and whether the same be due or owing, absolute or contingent, determined or inchoate; and this Guaranty shall extend to and cover all renewals and extensions of any claims or demands guaranteed under this Guaranty. If more than one Debtor is named in this Guaranty, all its provisions, including the maximum sum guaranteed, shall apply to each Debtor.

If any Indebtedness of Debtor to Patriot Lighting is secured by a deed of trust or other interest in real property, Guarantors expressly waive any defenses or benefits available to Guarantors as a result of the exercise of non-judicial or judicial remedies against Debtor or Debtor's real or personal property, and expressly waive any defenses or benefits arising from any impairment of Guarantors' right of subrogation against Debtor or Debtor's real or personal property, and further expressly waive, to the full extent permitted by law, all rights that Guarantors may have under each of sections 580a, 580b, 725a, and 726 of the California Code of Civil Procedure. If Patriot Lighting elects to conduct a trustee's sale and to foreclose non-judicially on any deed of trust securing any debt owed by Debtor or any guarantor, Guarantors' subrogation rights may be destroyed. The preceding sentence means that, even if Guarantors were to honor this Guaranty, they would be prevented from recovering reimbursement from Debtor, because such reimbursement could be construed to be the recovery of a deficiency against Debtor. Guarantors further acknowledge that under judicial interpretations of section 580d, if it were not for this paragraph, Guarantors would have the right to assert that, as a result of such foreclosure, Patriot Lighting would be stopped to enforce this Guaranty against them. Guarantors hereby voluntarily waive the right to assert that defense in any action or proceeding that Patriot Lighting may commence to enforce this Guaranty.



The undersigned is a director, officer, shareholder, or person in control of Debtor, or a relative of such person, and as such, may be deemed to be an "insider" as defined in section 101 of Title 11 of the United States Code. The undersigned expressly waives and agrees not to assert any claim (as defined in section 101) that he or she may now or later have against Debtor for any payment or transfer that the undersigned is obligated to make to Patriot Lighting under this Guaranty or under any other agreement with a creditor of Debtor. The undersigned's obligations under this Guaranty include all amounts paid to Patriot Lighting by Debtor that are later recovered from Patriot Lighting in a legal proceeding.

This Guaranty is assignable with any one of several or all of the Indebtedness and principal obligations that it guarantees, and when so assigned, Guarantors shall be bound as above to the transferees.

On Patriot Lighting's request, Guarantor will promptly provide complete and current financial statements and such other financial information about Guarantor as Patriot Lighting reasonably requests.

This Guaranty contains the entire guaranty agreement between Guarantors and Patriot Lighting supersedes any other guaranty agreement between Guarantors and Patriot Lighting, and its provisions may be modified, altered, or amended only by written agreement signed by Guarantors and Patriot Lighting. This Guaranty is governed by the laws of the State of California.

Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against that person's separate and/or community property for all of that person's obligations or liabilities under this Guaranty.

X _____

X _____

Print Name _____

Print Name _____

Patriot Lighting requires original signed copy of personal guaranty. Please mail to the following address:

Patriot Lighting, Inc.
7125 Telegraph Road
Montebello, CA 90640



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