



ACE LIGHTING DIRECT

ACE LIGHTING DIRECT - Use Only

* Must be filled out

Customer Number: _____ Salesperson: _____

* Business Name: _____ * Date of Application: _____

* Street Address: _____ * City: _____ * State: _____ * Zip: _____

* Invoice Address: _____ * City: _____ * State: _____ * Zip: _____

* Telephone Number: _____ * Fax Number: _____

Type of Business: _____ Date Established: _____ D&B Number: _____

* Order Confirmation email: _____

* Accounts Payable email: _____

* Business Property is: Leased Owned (if owned, by whom?) _____

* Do you pay sales tax? Yes No (If the answer is no, Certification of Resale must be attached.)

* Are Purchase Orders Issued? Yes No

* Has a company you owned ever declared Bankruptcy? Yes No

* Do you have any pending lawsuits or judgements? Yes No

* Names and Addresses of Principal Owners or Officers and their Titles:

1. Name: _____ Title: _____ Federal I.D. # _____

Address: _____

Have you ever declared Bankruptcy? Yes No

2. Name: _____ Title: _____ Federal I.D. # _____

Address: _____

Have you ever declared Bankruptcy? Yes No

3. Name: _____ Title: _____ Federal I.D. # _____

Address: _____

Have you ever declared Bankruptcy? Yes No



ACE LIGHTING DIRECT

Credit Experience

* Trade Reference 1: _____ Phone: _____ Fax: _____

Street Address: _____ City: _____ State: _____ Zip: _____

* Trade Reference 2: _____ Phone: _____ Fax: _____

Street Address: _____ City: _____ State: _____ Zip: _____

* Trade Reference 3: _____ Phone: _____ Fax: _____

Street Address: _____ City: _____ State: _____ Zip: _____

* Amount of credit you are requesting \$ _____ (if over \$5,000 we may require a financial statement)

I/We have read and understood your terms and conditions of sale.

I/We agree to pay our account in accordance with your terms and conditions of sale.

I/We are duly authorised to sign this application (Director, Proprietor, Manager)

* Signed: _____ By: _____ It's _____
(Company Name) (Name) (Title)

* Signed: _____ By: _____ It's _____
(Company Name) (Name) (Title)



SALES AGREEMENT / TERMS AND CONDITIONS

DEFINITIONS

- "The Company" means Ace Lighting Direct., any subsidiary or associated company of Ace Lighting Direct.
"The Customer" means the person, firm or other entity which contracts with the Company for the purchase of Goods.
"The Goods" means products of any kind manufactured or sold by the Company
"Contract" means the contract for the purchase and sale of the Goods

1. GENERAL

These terms and conditions apply to the sale of goods by the Company and no variation, modification or substitutions of these Terms and Conditions (even though included in or referred to in the document placing the order) shall be binding on the Company unless specifically accepted by the company in writing.

2. DESCRIPTIONS, ILLUSTRATIONS AND DIMENSIONS

The customer shall be responsible for ensuring the accuracy of the Terms of any order submitted.

All the illustration and information concerning dimensions, color, finish etc. are for guidance and are subject to variation due to changes in production processes. While the company makes every effort to ensure the accuracy of the information contained in its literature, the company shall not be liable for the consequences of any error or omission in the descriptions, illustrations, dimensions or other information in the correspondence, catalogues and any other literature supplied by the company. However, as our policy is one of continual improvement we reserve the right to alter specifications of any Goods without notice. All descriptions, illustrations, etc. in this brochure shall not form part of any contract of Purchase and Sale with the Company.

3. PRICE

All prices are shown in USD, ¹FOB shipping point and are subject to change without prior notice.

4. SHIPPING COSTS

Shipments will be made by common carrier at the customer's cost and risk. Call for standard shipping rate details. Special shipment requests such as next day air, etc. will be accommodated in the best way possible, with the customer paying for all charges.

All freight claims for damages, breakages, or shortages whether obvious or concealed must be filed with the carrier immediately. Shortage claims must be submitted to the company within 7 days. The company will not honor any claims beyond that.

5. TAXES AND SPECIAL FEES

Any sales use or other tax that may be imposed upon the sale of use of goods or any special fees required to complete the sale will be in addition to the quoted prices and will be paid by the customer.

6. PAYMENT

The time of payment shall be the essence of the contract. The customer shall make payment according to the payment and settlement terms agreed in writing with the company. Terms are net 30 days.

7. DELIVERY

Delivery dates are approximate and based on conditions at the time of acceptance of the order. The customer shall be bound to accept the goods when they are ready for delivery and delivery shall be deemed to take place when the goods are delivered to the customer at the nominated address or to a nominated carrier as the case may be.

At the time the order is placed, we will do our best to ship it complete. If we are temporarily out of stock, we will automatically back order unless a written cancellation is received.

If for any reason the customer cannot accept delivery of the goods at the time when the goods are due and ready for delivery, the company may either elect to store the goods pending their actual delivery and the customer shall be liable to the company for the cost (including insurance) of their so doing (however, the company shall be under no obligation to insure the goods in storage and the risk of any loss or damage to the goods however arising shall be borne by the customer) or sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the customer for the excess over the relevant invoice price, or charge the customer for any shortfall below the relevant invoice price.

¹FOB shipping point, the risk and responsibility of the goods passes to the buyer at the shipping point



SALES AGREEMENT / TERMS AND CONDITIONS (CONTINUED)

The company will make every effort to deliver the goods when indicated but shall not be liable for any loss or damage for delay in delivery or production schedules, or at its option cancel the order in whole or part without liability other than to return any unearned deposit or prepayments.

8. TITLE

Title to the goods shall not pass to the customer until the company has received in cash or cleared funds payment in full of the invoice together with any interest and or delivery charges in addition to the payment of all other outstanding sums.

Where the Goods are in the Customer's possession, the Customer shall keep them separately from all other Goods in its possession in such a way that they are immediately identifiable as the Company's property. At any time before payment in full of all sums due from the Customer to the Company, the Company may be noticed in writing to the Customer, determine the Customer's right to sell the Goods and if the Customer is in possession of

the Goods the Customer shall thereupon return them to the company free of charge and shall in any event cease to be in possession of them with its consent. In placing an order the Customer irrevocably authorizes the

Company to enter upon its premise for the purpose of repossessing the goods in respect of which title has not yet passed to the Customer.

9. RETURNS

Goods will not be accepted back for credit unless written approval has been obtained. All returns must be marked with a returns authorization number and a copy of the original invoice to ensure proper credit to the customers' account Only current items in original cartons and standard package quantities are subject to return.

A 25% handling charge subject to a minimum of \$50.00 may be levied on all fault free Goods returned for credit and where not fault has been found with the Goods the Company will entitled to levy an additional \$50.00 handling charge.

10. WARRANTY

The Company guarantees at its entire discretion either to replace or repair any of the Goods which within the guaranteed period are shown to its satisfaction to be defective through faulty material or workmanship alone, provided that no attempt has been made by the Customer or a third party to rectify, dismantle or alter the Goods in any way and the faulty unit is returned to the Company.

The Guarantee period for any Goods is as specified in the Company's catalogue current at the time of acceptance of the Customer's order and commences on delivery of the goods.

All terms, conditions, warranties or representations whether express or implied, as to description, condition, quality or fitness for purpose of any of the Goods are hereby excluded.

So far as permitted by statute, the Company shall not be liable for loss or damage whither direct or consequential and whether suffered by or occasioned to the Customer, its employees or agents, or to any third party.

For the avoidance of doubt, the Company does not accept responsibility for any installation costs associated with replacement of a faulty unit.

The installation of the Goods should only be carried out by a competent person in accordance with the instructions supplied with the Goods and relevant US standards. The Company will not be held responsible for failure of any Goods due to installation in an improper environment, installation not in accordance with relevant regulations, improper working practice, misuse, negligent storage or accidental damage. All of the Goods incorporating electronic components are protected against damage which may result from

transient voltages on the mains supply. The level of protection incorporated is generally in excess of the minimum level specified in the current international standards. It is the installer's responsibility to ensure that electronic equipment is not subjected to transients above the international immunity standards, The Company does not take responsibility for damage to any Goods caused by excessive mains transients.

11. AGREEMENT

This agreement is intended by the parties as the final expression of their agreement and is intended as complete. Any subsequent modification or amendment may be made only in writing and signed by both parties.



PERSONAL GUARANTEE

To: Ace Lighting Direct

Please sell and deliver to (company name) _____ or representatives, on your usual credit terms of sale, net 30 days, such goods, wares and merchandises as they or their representatives may order or select, and in consideration thereof I / We hereby fully guarantee and hold myself / ourselves personally responsible for the payment at maturity of the purchase price of all such goods, wares and merchandise so sold or delivered, whether evidenced by open account, acceptance, not or otherwise. I / We hereby waive notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

This is intended to be, and shall be construed to be, a continuing Guaranteed applying to all sales made to you to the aforesaid, and shall not be revoked by the death of the Guarantor(s) but shall remain in full force and effect until I / We or My / Our Executors or Administrators shall have given notice in writing to make no further advances on the security of this Guarantee, and until such notice shall have been received by you

It is understood and agreed that there is not limit to My / Our liability under this Guarantee.

Now, should it become necessary to place this Guarantee with an attorney for collection, suit or other legal action, I / We hereby agree to pay all costs

This Personal Guarantee is hereby understood and duly accepted:

SIGNED: _____ By: _____ Date: _____
(Print Name)

WITNESS my / our hand(s) and seal(s) this _____ day of _____ 20 _____

Witness: Guarantor(s):



ACE LIGHTING DIRECT

TAXATION

Firm Name: _____

I Hereby Certify

That I hold valid reseller's permit Number: _____

Issued pursuant to the Sales and Use Tax Law; that I am engaging in the Business of selling: _____

That the goods which I shall purchase from the Company will be resold by me in the form of tangible personal property; provided, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Date: _____ Phone: _____

Taxpayer Identification Number and Certification

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Social Security Number: _____ (or) Employer Identification Number: _____

Certification

I certify that:

1. The number shown on this form is my correct taxpayer identification number.
2. I am not subject to backup withholding because:

- a) I am exempt from backup withholding, or
- b) I have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or
- c) the IRS has notified me that I am no longer subject to backup withholding.

Signature: _____ Date: _____

By: _____ Title: _____