

Dear Valued Customer,

Welcome to PQL, Inc. (dba: Premium Quality Lighting).

It is our understanding that you are interested in establishing an open account with our company.

Enclosed please find our Welcome Packet, which includes a contact information form and credit application. Please take a few moments to fill out these forms and return to my attention as soon as possible. You may email the forms to me at idelapaz@pqlighting.com or fax to 877-619-7053.

It is our pleasure to have this opportunity to work with you. Our goal is to provide unparalleled levels of service and professionalism as we work to earn your business for many years to come. I look forward to speaking with you in the near future.

If your business is exempt from sales tax, please include a copy of your tax exemption/resale form for each state we will be shipping to.

If you have any questions please do not hesitate to contact me.

Sincerely,



Ivan De La Paz

Accounts Receivable Specialist

Premium Quality Lighting

805-579-0440 ext. 1609

idelapaz@pqlighting.com

CREDIT APPLICATION & AGREEMENT



SOLE PROPRIETORSHIP CORPORATION DBA / OFFICIAL NAME: _____

NAME: _____

BUSINESS PHONE: _____ BUSINESS FAX: _____

ADDRESS (PO Box not accepted): _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL: _____ WEBSITE: _____

OWNER: _____

SOCIAL SECURITY NUMBER: _____ DRIVER'S LICENSE: _____

BILLING ADDRESS (PO Box not accepted): _____

CITY: _____ STATE _____ ZIP CODE: _____

PHONE: _____ FAX: _____

REQUESTED AMOUNT OF CREDIT: _____

PREFERRED METHOD OF PAYMENT: CHECK CASH AMERICAN EXPRESS* DISCOVER* MASTERCARD* VISA*
**Fill Out Account Information Below*

CARD # _____ EXP: _____ CARDHOLDER: _____

BANK REFERENCE

BANK NAME: _____ BRANCH ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE: _____

CONTACT: _____ ACCOUNT #: _____ TYPE: CHECKING SAVINGS

BUSINESS REFERENCES (A minimum of 3 are required)

NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE: _____

CONTACT: _____ ACCOUNT # _____ FAX: _____

NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE: _____

CONTACT: _____ ACCOUNT # _____ FAX: _____

NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE: _____

CONTACT: _____ ACCOUNT # _____ FAX: _____

I AGREE TO PQL'S TERMS & CONDITIONS:

- A. Terms are net 30 days.
- B. P.Q.L., Inc. shall have the right to amend the terms and conditions of this agreement by advising me of its intentions to do so.
- C. I, the undersigned, hereby agree that in the event of default in the payment of any amount due, and if the account is placed in the hands of an agency or attorney for collection or legal action to pay an additional charge equal to the cost of collection, including agency and attorney fees and court costs incurred and permitted by laws governing these transactions.
- D. A service charge of 1.5% per month (18% annual percentage rate) will be applied to all balances unpaid after thirty (30) days.
- E. If my account is not paid in 90 days, I authorize P.Q.L., Inc. to charge my credit card for the outstanding balance(s) plus any applicable interest and fees:

CREDIT CARD TYPE	C.C.#	EXPIRATION	CARDHOLDER
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I hereby certify that all statements in this application are true and complete and made for the purpose of obtaining credit, and give the right to contact any references listed above. I also certify that P.Q.L. Inc. has the right to obtain personal credit information as outlined by the Fair Debt Collection Practices Act. Any personal or corporate information obtained will be held in the strictest confidence.

SIGNATURE of Owner or Person(s) Guaranteeing Payment Date: _____

PRINT NAME of Owner or Person(s) Guaranteeing Payment Title(s): _____

STANDARD TERMS AND CONDITIONS

The following terms and conditions (the "Terms and Conditions") apply to the sale of all goods and/or services by P.Q.L., Inc., dba Premium Quality Lighting ("PQL") to the customer (the "Customer"). These Terms and Conditions may not be changed, modified or amended, in whole or in part, except in writing, signed by an officer of PQL.

PAYMENT TERMS:

Unless otherwise agreed to in writing, payment is due within 30 days from the date of the PQL invoice. A service charge of 1-1/2% per month (equivalent to an Annual Percentage Rate of 18%), up to the maximum amount permitted by law may be applied on invoices not paid on or before the due date. Any sales, usage, excise, or other taxes which PQL may be required to pay or collect under any existing or future law with respect to the sale, manufacture, process, delivery, storage, use, consumption or transportation of any goods or services sold to Customer are the responsibility of and shall be paid by Customer. Customer shall be responsible for payment of all additional goods ordered that were not included on the original price quote. Unless all invoices are paid in full, any applicable warranties are hereby voided. Customer shall be liable to PQL for all costs incurred in collecting past due amounts, including but not limited to, all court costs and reasonable attorneys' fees.

FREIGHT TERMS:

Freight Allowed: Orders are F.O.B. Orders of \$1,500.00 or more (all product lines combined) will be freight allowed to all customers in the contiguous United States (48 states, excluding AK & HI). Orders shipped outside the contiguous United States will be freight prepaid to the closest port. PQL reserves the right to select the carrier on all shipments unless special arrangements are made and approved prior to shipment. For orders containing fixtures or lamps greater than 4FT, freight allowance will be provided once the purchase order exceeds \$2,000.00.

Freight Prepaid: Purchase Orders that do not meet freight allowed minimums will be freight prepaid and billed to the customer on the invoice regardless of the shipping destination.

Canceled Items: If items are canceled from an order, the order will be required to meet all freight allowances without the items that are removed.

Surcharges: A surcharge may be added for the following: 1. Residential deliveries, 2. Government buildings, 3. Deliveries to construction sites, 4. For trucks that require lift gates, 5. Blind (truck) shipments, 6. Limited Access, 7. Delivery Appointments, Call ahead requests cannot be fulfilled and will be handled by scheduling an appointment 8. Inside deliveries

Poles: All poles will include freight charges unless otherwise specified.

THE FOLLOWING CHARGES MAY BE CHARGED OVER AND ABOVE FREIGHT: 1. Overwrap: For 4FT or smaller - \$8, For larger than 4FT - \$12, PQL/Carrier is not responsible for damages when overwrap is denied 2. Broken Case Charge (applicable to all bulb types) (per item) - \$6 3. Repack fee (applicable to fixtures not purchased in full case quantities) - \$15

DELIVERY, FREIGHT CLAIMS, TITLE AND RISK OF LOSS; SECURITY INTEREST:

PQL does not accept responsibility for items damaged during shipment. All orders are provided to the shipping company complete and in working order. All damage/shortage claims must be made to PQL within 48 hours of receiving goods and all damaged/shortage items must be noted on the bill of lading at the time of acceptance. Customer accepts full responsibility for any damaged/shortage items not noted on the bill of lading and reported to PQL within 48 hours. Title and risk of loss passes to Customer upon delivery to Customer. Notwithstanding the foregoing, PQL shall retain a security interest in all goods supplied to Customer until the PQL receives full payment of all amounts due and owing. PQL shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the goods.

RETURNED GOODS:

Before returning defective or non-conforming goods, Customer must first contact PQL to request a Return Goods Authorization (RGA) Number and report the product number, quantity, and reason for return. PQL will provide an RGA number, RGA or Field Scrap Form. The RGA should be used as the return packing slip. Any items returned without an RGA will be returned to the sender Freight Collect. All returned merchandise must be in the original packaging and factory carton with the RGA packing slip attached and shipped Freight Prepaid to PQL After the merchandise is received and inspected, acceptable items will be credited. A charge may be added for any missing or damaged parts. All merchandise returned for credit is subject to a 25% restocking charge. All returns must be requested within 21 days of receiving of goods. PQL will not accept discontinued items for return. PQL will credit acceptable returned goods at sale price, if applicable, or base price, minus dealer discount. Notwithstanding the foregoing, special orders may not be returned.

WARRANTY / LIMITATION OF LIABILITY:

All goods are sold with the manufacturer's warranty alone and no warranty, expressed or implied, is made by PQL. Such warranties can be found on the product packaging, and/ or on the PQL's website at: www.pqlighting.com.

INDEMNIFICATION:

Customer shall release, defend, indemnify and hold PQL, its shareholders, officers, directors, employees, agents and representatives harmless from and against any claims, demands, causes of action, judgments, proceedings, awards, damages, losses, fines, penalties, costs, expenses and liabilities caused by, arising out of or relating to, its acts or omissions, or the acts or omissions of its shareholders, officers, directors, employees, agents or representatives. PQL shall not be liable for Customer's acts of negligence, and PQL shall have no duty to indemnify Customer for any reason not expressly undertaken elsewhere in the Terms and Conditions set forth herein.

MISCELLANEOUS:

(1) Severability: Any provision contained herein determined to be unenforceable, illegal or invalid shall be automatically voided. (2) Choice of Law: Any dispute between Customer and PQL shall be governed by the laws of the State of California. Any lawsuit or other action arising out of any agreement between PQL and Customer shall be filed in a state or federal court in Ventura County, California. The parties agree to the exclusive jurisdiction of, and consent to venue in, those courts. In the event of litigation relating to the agreement between the parties, PQL and Customer agree to waive their right to a jury trial. (3) In any litigation, arbitration, or other proceeding by which one party seeks to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to recover reasonable attorney fees as well as reasonable costs and expenses.

CUSTOMER SIGNATURE: _____

PRINT NAME: _____

TITLE/POSITION: _____

DATE: _____

PQL REPRESENTATIVE: _____

PRINT NAME: _____

TITLE/POSITION: _____

DATE: _____

CONTACT INFORMATION

COMPANY NAME:

CONTACT FIRST NAME:

CONTACT LAST NAME:

TITLE/POSITION:

PHONE:

FAX:

EMAIL:

BILLING INFORMATION

ACCOUNT NAME *(If different from above):*

ADDRESS 1:

ADDRESS 2:

CITY:

STATE:

ZIP CODE:

SHIPPING INFORMATION

SAME AS ABOVE *(Circle One):* **YES** **NO**

if **YES** skip the remaining below. Thank you for your assistance.

*SHIP TO NAME:

ADDRESS 1:

ADDRESS 2:

CITY:

STATE:

ZIP CODE:

PHONE:

FAX:

EMAIL:

FAX THIS FORM TO: 877-619-7053

CHECK BY FAX AUTHORIZATION FORM



TO: _____ DATE: _____

FROM: _____

PHONE: _____ FAX: _____

EMAIL: _____

RE: _____

The following signature and attached check (Check Number: _____) authorizes P.Q.L., Inc. to charge your bank account as per the attached check. **(DO NOT SEND A BLANK CHECK. YOU MUST FILL OUT YOUR CHECK COMPLETELY.)**

(ATTACH CHECK HERE)

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ DATE: _____

FAX THIS SIGNED FORM WITH ATTACHED CHECK TO: 877-619-7053
KEEP THE ORIGINAL CHECK FOR YOUR RECORDS.