



The Undersigned hereby applies for a commercial business credit account with Visionaire Lighting, LLC. For the Credit extended, the undersigned agrees to the terms of this agreement. The credit requested is not for personal use. The undersigned will pay the prices as charged and meet the terms as set out on any contract, order acknowledgement, purchase order, invoice, bill of lading or any other documents relating to the account, all of which are made a part here of, for any goods and services delivered by Visionaire Lighting, LLC, at the request of the undersigned. By its signature below the undersigned acknowledges that the above information is true and correct. The undersigned consents that inquiries may be made to proper persons of its performance of this agreement. The undersigned consents that inquiries may be made into its bank and trade credit. If the undersigned fails to pay according to the terms of its account, then it will be responsible for all cost of collection, including actual attorney's fees. The venue for any legal action will be the State of California. In the event that the undersigned fails to make payments as required under the account, then Visionaire Lighting, LLC shall be entitled to receive interest on the past due amount at the highest level rate permitted by applicable law. It is understood and agreed that Visionaire Lighting, LLC shall have no obligation to grant or maintain a particular line of credit to applicant and that, after acceptance hereof, Visionaire Lighting, LLC may unilaterally, with or without notice to applicant, increase, reduce or eliminate applicant's line of credit at any time for any reason.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Terms & Conditions

•**Terms:** Payment for orders is due in Net 30 days from date of invoice. Invoices are dated as of ship order date. A 2% service charge may be added to all past due balances. Minimum Order is \$200.00, except for replacement parts. ALL ORDERS MUST INCLUDE A WRITTEN PURCHASE ORDER. Attorneys fees, and costs will be levied if consul is retained to collect past due amounts.

•**Prices:** Written quotations are valid for a period of 30 days, unless specified otherwise in writing. Prices are subject to change without notice.

•**Shipping, Handling, Transportation, and Delivery:** All prices are FOB shipping point; freight allowance begins with orders over and above \$3000.00 per shipment, per destination in the continental United States. Any order that will not qualify for pre-paid factory freight will be charged in the following manor:

1. Fixtures and Poles will be shipped and charged the Freight Company's cost to Visionaire, plus an additional 15% fee for handling.
2. If anchor bolts are requested to be pre-shipped, freight will be charged on that shipment. Anchor bolt freight will be charged at cost of freight plus a 15% fee for handling.
3. Flatbed or special trucks requested from buyer will result in additional shipping and handling charges.
4. Air Freight shipments requested by buyer will be invoiced at Visionaire's cost of freight. Seller will use its own discretion in routing all shipments, upon which it assumes transportation charges. Seller may make partial shipments at its discretion; however, each such shipment will be subsequently invoiced on terms applicable to the complete order. Seller will not assume, allow or pay any fees for cartage. While every effort is made to ship as scheduled, any delay or failure due to strikes, lockouts, fires, breakdowns, supplier delays, lack of shipping space, lack of customer approval, correction or clarification of order, governmental acts or regulations, acts of god and any other circumstances beyond the control of Visionaire Lighting shall not be breach of contract.

Any goods damaged or lost in transit must be noted so on the delivering carrier's freight bill. Rates are determined in proportion to the damage liability: therefore, the carrier, and not the shipper, should be charged with all loss or damage. Visionaire will do everything to assist the buyer, except file the claim. Replacement goods must be ordered and paid for by the consignee. Shipments must be unloaded promptly as we will pay no storage, or re-delivery fee.

Buyer must examine the merchandise upon delivery, and must report all apparent errors or defects to Seller within ten (10) days of delivery: otherwise, it shall be conclusively presumed between buyer and seller that the merchandise has been delivered as specified in this contract.

•**Cancellations, Returns or Suspension of Orders:** Returns as a result of Buyer error will be charged for freight, both ways and a minimum service charge of 35% of the product value. This will be deducted from all returned goods to cover the costs of handling, unpacking, inspecting, and break down of all component parts and re-stocking. Postponement of deliveries at the Buyer's request, if for a period of more than 30 days will not be made without the seller's approval in writing.

All suspensions are liable to handling and storage fees. Seller will not accept the return of any goods without seller's prior written consent, and buyer must request a Return Authorization, RA, within 30 days of seller's invoice. Returns will not be accepted after this time. In the event of a replacement order, we will first charge for replacement items, and then credit upon return of the defective or incorrect items. 60 day terms will be set on these items, and if the returnable items are not received by the 60 day mark, the invoice will become due and payable.

### Poles and Custom products are non-returnable.

•**Product Changes:** Visionaire Lighting reserves the right to make modifications or changes to any of its products without prior notice and without incurring obligation.

•**Taxes:** All prices, quotations, orders and agreements are subject to local and federal taxes. These taxes will be added to the invoice unless legal proof of exemption is provided.

•**Cost of Collection:** If buyer defaults with respect to any payment described here and above, it shall pay Seller for all costs and expenses, Including legal expenses and attorneys fees, incurred by seller in exercising any of its rights or remedies.

•**CAUTION:** If any additional stress such as flags, banners, streamers, ropes, or any other such items are added to poles, Visionaire Lighting's normal product guarantee is null and void. Additionally, adding such items to any pole may create severely hazardous conditions. Poles are calculated to withstand steady wind velocities of between 70 and 100 mph wind zones with a 1.3 gust factor depending on height, wall thickness, and width/diameter. For an exact rating on a specific order, contact Visionaire directly.

This warranty excludes fatigue failure caused by induced vibration. Poles must be maintained and inspected on a regular basis. Repair of scratches, scrapes, bumps, etc. must be conducted to insure a safe and attractive product.



**Personal Guarantee**

I, \_\_\_\_\_ for value received and in consideration of the extension of credit by Visionaire Lighting LLC, requested above, hereby personally guarantee unconditionally to Visionaire Lighting, LLC the prompt payment at maturity of any and all indebtedness and obligations for which \_\_\_\_\_ is now, they hereafter may become, liable or indebted to Visionaire Lighting, LLC. This is a continuing guaranty and shall remain in force until revoked in writing, but such revocation shall be effective as only as to transactions entered under into after receipt of such written notice. This guaranty shall cover renewal of any obligations guaranteed or extensions of time for payment thereof, and shall not be affected by any surrender, release or repossession by Visionaire Lighting of any goods or other security held by it to secure payment of the obligation.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_