



Credit Application

Company Name: _____ **Years in Business:** _____

Company Address: _____

Phone: _____ **Fax:** _____ **Email:** _____ **Website:** _____

Federal ID #: _____ **Tax Resale Certificate:** _____ **State of Incorporation:** _____

Category: Retailer Ecommerce site From the Trade Wholesaler Other _____

Accounts Payable Contact: _____ **Phone:** _____ **Ext:** _____

Requested Credit Amount: \$ _____ **A/P Email:** _____

Credit References

Company: _____ **Account#:** _____

Contact Name: _____ **Phone:** _____ **Fax:** _____

Company: _____ **Account#:** _____

Contact Name: _____ **Phone:** _____ **Fax:** _____

Company: _____ **Account#:** _____

Contact Name: _____ **Phone:** _____ **Fax:** _____

Agreement

By submitting this application, I authorize Lumilum, LLC to make inquiries with the references that I have supplied.

I, the undersigned, certify that the information entered on this application is correct and that I agree to the Terms and Conditions (page 2) and Warranty (page 3).

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

For Lumilum Use Only	Sales Rep: _____
Approved Limit: \$ _____	Signature: _____
Date: _____	Recorded: _____

Acceptance of purchaser's order is expressly conditioned upon purchaser's agreement to the terms and conditions set forth herein. Lumilum, LLC's order acknowledgment, together with the terms and conditions set forth herein, constitutes the final expression of the agreement between the purchaser and Lumilum, LLC and supersedes all prior oral and written statements regarding the order.

Terms of Payment

Net 30 from date of invoice unless other arrangements have been made with Lumilum, LLC's A/R Dept. Past due invoices will be billed for interest at a rate of 1.5% per month outstanding. All prices and product availability are subject to change without notice.

Prices

Prices are in US Dollars to the purchaser and are shipped F.O.B. Miami, FL unless previous arrangements have been made. Prices do not include shipping, handling, storage, taxes or installation.

Claims

All merchandise is packed to comply with UPS requirements. All packaging has been tested to freight & industry standards. Lumilum, LLC is not responsible for damage to goods which occur in transit. It is the purchaser's responsibility to examine goods upon receipt and to file any claim necessary with the carrier. Any claim against Lumilum, LLC for invoice errors must be made by the purchaser in writing to Lumilum, LLC within 7 days after delivery. Failure by the purchaser to make any claims against Lumilum, LLC within 7 days constitutes acceptance of the goods and/or invoice.

Submission of Order

To avoid error and/or duplication Lumilum, LLC requires all orders in writing. Telephone or verbal orders are not accepted and not binding. Purchase orders should be made online, faxed or emailed to our office.

Cancellation of Purchase

The fee for cancellation is 20% of value of merchandise. Custom orders cannot be cancelled. Cancellation of custom orders will result in a full non-refundable charge for the order.

Fees and Expenses

Purchaser shall pay any and all reasonable expenses, including, without limitation, reasonable attorney's fees, incurred by Lumilum, LLC in enforcing the terms of any agreement with, sale to, or collection of any amounts owed to it by, the purchaser.

Returns

No return of goods will be accepted without Return Goods Authorization (RGA) number and shipping instructions from Lumilum, LLC. This applies to returns of non-defective and defective merchandise. Return of custom goods will not be accepted. Returns of non-defective goods must be done within 90 days after delivery and, if approved, will be subjected to a 20% restocking charge. Returns must be in new, resalable condition in original packaging. Replacement parts cannot be returned unless defective. Returns for defective goods are regulated by Lumilum, LLC's warranty policy and must follow Lumilum, LLC's procedure.

Product Specifications

Lumilum, LLC, Inc. reserves the right to change, at any time and without notice, the technical and/or design specifications of any product.

Jurisdiction

These Terms and Conditions and the terms of any sale or agreement between Lumilum, LLC and the purchaser shall be governed by and construed in accordance with the laws of the State of Florida and the purchaser hereby agrees to submit to the personal jurisdiction of Federal and State courts located in the State of Florida.

Limitation of Liability

Lumilum, LLC and the purchaser agree that Lumilum, LLC's liability shall be limited to the repair or replacement of the products sold to the purchaser, and that Lumilum, LLC shall not be liable for any special, indirect, consequential or incidental loss or damage (including without limitation property damage, or loss of business, profits, or goodwill). The Lumilum, LLC Warranty shall constitute the purchaser's exclusive remedy and warranty.

Lumilum, LLC products are fully warranted for Three (3) years from date of original shipment.

This warranty covers only properly installed products used under specified conditions. For the duration of the warranty period, Lumilum, LLC will, at its option, repair or replace without charge, defective products, provided they are returned to the factory and our inspection determines the unit to be defective under the terms of warranty. Repair or replacement, as stated above, shall constitute the purchaser's exclusive warranty, which does not extend to transportation, installation, labor or any other charges; nor does it apply to any equipment of another manufacturer used in conjunction with Lumilum, LLC products.

The warranty described herein is in lieu of any other warranty, expressed or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Lumilum, LLC's liability under this guarantee shall be limited to repair or replacement and the purchaser agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to purchaser.

Exceptions to Warranty:

The warranty described above shall not apply in the following circumstances:

- Malfunction in any unit after operation at more than the rated voltage;
- Damages resulting from accident, alteration, or misuse;
- Cutting, modifying, or inappropriate connections that void the UL Rating;
- Exposure to water or humidity unless specifically rated as IP68 or above.
- Failure of color stability in non-standard paint colors;
- Use of product in enclosed fixtures;
- Damages resulting from the improper selection or installation of lighting products.