



Liberty Lighting & Fixture Supply, Inc.

1800 De La Cruz Blvd Santa Clara, CA 95050

(408) 748-9970 Phone * (408) 748-9978 Fax

New Account Application And Agreement

COMPANY INFORMATION	Legal Company Name: _____
	D.B.A.: _____
	Address: _____ City: _____ State: _____ Zip: _____
	Phone Number: _____ Fax Number: _____

DESCRIPTION OF BUSINESS	Sole Proprietor: _____ Partnership: _____ Corporation: _____
	Dun & Bradstreet Number: _____ Years in Business: _____
	State of Incorporation: _____ Year of Incorporation: _____

BANKING INFORMATION	Financial Institution: _____ Contact Name: _____
	Account Number: _____ Phone Number: _____

TRADE REFERENCES	Firm: _____ Contact: _____
	Address: _____ City: _____ State: _____ Zip: _____
	Phone Number: _____ Fax Number: _____
	Firm: _____ Contact: _____
	Address: _____ City: _____ State: _____ Zip: _____
	Phone Number: _____ Fax Number: _____
	Firm: _____ Contact: _____
	Address: _____ City: _____ State: _____ Zip: _____
	Phone Number: _____ Fax Number: _____

COMPANY PRINCIPALS	Name: _____
	Address: _____ City: _____ State: _____ Zip: _____
	Phone Number: _____

Terms and Conditions of Credit Sale

It is the desire of the Applicant named above to obtain an extension of credit from Liberty Lighting & Fixture Supply, Inc., ("Liberty Lighting") in return for which the Applicant agrees as follows:

1. The undersigned consents to Liberty Lighting, and all those acting on its behalf, obtaining a consumer credit report for the sole proprietor, president, officer, member, partner and or shareholder of the firm named above, for the purpose of evaluating the creditworthiness of that person in connection with this application.
2. No merchandise shall be returned to Liberty Lighting, without the written authorization from Liberty Lighting.
3. All sales are subject to standard Terms and Conditions of Liberty Lighting, which Terms and Conditions are attached to this Credit Application and Agreement. As a material inducement to Liberty Lighting granting credit hereunder, it is agreed that that all Terms and Conditions set forth on any purchase order or application submitted by the Customer to Liberty Lighting are hereby rejected and that the standard Terms and Conditions set forth as attached to this Credit Application and Agreement constitute the entire agreement between the parties with respect to the sale of any products. The Terms and Conditions of Liberty Lighting are subject to change from time to time without notice.
4. Terms are stated on invoices. Invoices will be dated to coincide with shipping dates. Invoices paid after maturity of payment terms will accrue an additional charge of 3% compounded per month until paid, but in no event higher than permitted by law in the state where the obligation is payable. Past due accounts are subject to additional costs of collection proceedings. Buyer agrees to pay Liberty Lighting's costs and expenses of collection, litigation or arbitration, including reasonable attorney fees in the event of default or breach of the Terms and Conditions.
5. If Buyer fails to comply with these Terms and Conditions, or if the Buyer's credit becomes unsatisfactory to Liberty Lighting, Liberty Lighting reserves the right to discontinue further sales or extensions of credit to Buyer without any liability to Liberty Lighting.
6. In the event the customer fails to make timely payment or delivers payment by check that is ultimately returned unpaid, Liberty Lighting will incur additional costs arising from servicing the account and loss of use of the amounts due that are difficult or impossible to determine. All returned checks are subject to a \$25.00 per check service fee.

AUTHORIZING SIGNATURE: _____ DATE: _____
 PRINT NAME: _____ TITLE: _____