

Credit Application

Dear Applicant,

Thank you for choosing FSC Lighting. Please fill out the form provided completely. Be sure to sign both the Agreement and Personal Guaranty sections for prompt processing. Once you have completed the Credit Application, please remit via fax at (909) 948-8878 Attn: Alex Romero or e-mail to alex@fsclighting.com

Thank you once again for choosing FSC Lighting. We look forward to your business.

Sincerely,

Alex Romero

Alex Romero
Accounting

FSC Lighting

9120 Center Avenue
Rancho Cucamonga, CA 91730
(800) 255-8990
Fax: 909-948-8510
www.fsclighting.com



Credit Application Form

Date _____

Business Name _____

Business Address _____

Mailing Address _____

Business Phone _____

Business Fax _____

A/P Contact _____

Federal Tax ID _____

DUNS Number _____

Years in Business _____

of Employees _____

Business Type: (Corporation, Sole Proprietor, ect.) _____

Owners (if applicant is a Sole Proprietor or Partnership) Officers (if Corporation):

Name Title Address

Name Title Address

Name Title Address

Has Applicant or any of its Owners, Principals, Partners, Officers or Directors ever filed a voluntary petition in bankruptcy, been judged bankrupt, or made an assignment for the benefit of creditors? Circle one: YES or NO

Are taxes owed by applicant to any taxing authority past due? Circle one: YES or NO

Has a tax lien or civil suit been filed against applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years? Circle one: YES or NO

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Agreement

In consideration of Fluorescent Supply Co., Inc., dba. FSC Lighting, and all assumed or fictitious names under which it does business (hereinafter collectively, Seller) extending credit to the Applicant, Applicant agrees to pay for all items delivered to or at the request of the Applicant by the 15th of the month following purchase. All accounts are due and payable at the remittance address shown on the Seller invoice. Applicant acknowledges that a monthly service charge may be issued on all sums due to Seller, which have not been paid within thirty (30) days of the invoice date, and Applicant agrees to promptly pay said service charge. The service charge shall be 1 ½% per month, but not to exceed the highest amount lawfully allowed by contract in the state in which the application is executed; it shall be issued on the thirty-first (31st) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every (30) days thereafter. Waiver of any one or more service charge shall not be deemed to be a waiver of future service charges. Applicant further agrees with regard to such service charges, Applicant and Seller are parties to a written contract. Applicant agrees to notify Seller in writing of any changes in ownership or status of ownership and further agrees that notwithstanding any change in ownership, status of ownership, business form entity, all charges incurred will remain the responsibility of Applicant unless agreed by Seller in writing.

By his signature hereon, Applicant agrees that each of the terms and conditions of sale stated on the front and/or Back of the Seller's invoice shall be a term of the contract of each sale from Seller to Applicant.

In case of any default in relation to any transactions made pursuant to this Application, Applicant shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and cost related to collection, arbitration, trial and on any appeal, review or reconsideration thereof, and any such fees or costs incurred after any awards or judgement(s) entered. Jurisdiction and venue for any legal action shall be in the state and country of: (a) where this agreement is signed, (b) where the materials at issue were purchased, © where the materials were incorporated, and (d) as otherwise provided by law, with Seller having Sole right to choose amount these jurisdictions and venues for any particular dispute. This Application shall be governed by and construed in accordance with the law of the jurisdiction in which Seller elects to bring an action without resort to principles of conflicts of law. If any provision of this Agreement is held to be invalid, illegal, or Unenforceable, the remainder of this agreement will continue in full force and effect. The undersigned warrants that the above agreement has been carefully read and the Applicant understands the same.

BY SIGNATURE BELOW, APPLICANT EXPRESSLY AGREES TO ALL THE TERMS OF THE APPLICATION AND TO THE FOLLOWING: Applicant authorizes Seller to obtain credit and financial information concerning Applicant at any time and from any source for the purpose of evaluation Applicant's creditworthiness in connection with this Application. OR (Sole Proprietor or Partnership Only) The undersigned expressly consent(s) to Seller obtaining credit and financial information concerning Applicant and/or a consumer credit report on _____ (Sole Proprietor/Partner) at any time and from any source for the purpose of evaluation Applicant's creditworthiness in connection with this Application.

Authorized Signature

Print Name

Title

Date

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Personal Guarantee

The undersigned, jointly and severally, in consideration of the monthly billing privileges by the Applicant, so hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to the Seller on open-account or otherwise, including without limitation service charges. The Undersigned agree to all the terms of the aforementioned Sales Agreement. The Undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto: and the undersigned further Waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of the Guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this Guaranty shall affect the liability of any of the undersigned. In case Seller enforced the Guaranty, the undersigned, jointly and severally, shall pay Seller's reasonable attorney's and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after Any award or judgment is entered. The undersigned, jointly and severally, agree to dame jurisdiction and venue for any legal action on this Guaranty as agreed to by Applicant above in the Agreement, with seller having, the sole right to choose among these jurisdictions and venues for any particular dispute. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder to this Guaranty will continue in full force and effect.

The undersigned Guarantor(s) authorize Seller to obtain a consumer credit report on Guarantor(s) at any time and from any source for purpose if evaluating their creditworthiness.

Name

Social Security #

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Credit References

Company Name

Account #

A/R Contact Name

A/R E-mail

Company Name

Account #

A/R Contact Name

A/R E-mail

Company Name

Account #

A/R Contact Name

A/R Email

Company Name

Account #

A/R Contact Name

A/R Email

Bank Reference

Bank Name

Contact Name

Bank Account #

Contact Number

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