



**Orbit Industries, Inc.**  
 7533 Garfield Ave., Bell Gardens, CA 90201  
 TEL (213) 745-8884 : AR Direct (213) 723-0319  
 EMAIL: [credit@orbitelectric.com](mailto:credit@orbitelectric.com)

# CREDIT APPLICATION

\*\*\*Internal use only\*\*\*

STATE RESALE NO: _____	ACCOUNT#: _____
FEDERAL TAX ID NO: _____	CREDIT LIMIT: _____
SALES AGENT: _____	TERMS: _____



APPLICATION WILL NOT BE PROCESSED, IF THIS FORM IS NOT COMPLETELY FILLED OUT. BE SURE TO ATTACH COPY OF YOUR MOST RECENT RESALE CERTIFICATE FORM AND SIGN THE ATTACHED TERMS AND CONDITIONS OF SALE.

## COMPANY PROFILE

COMPANY NAME \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_

DATE ESTABLISHED \_\_\_\_\_ TEL: \_\_\_\_\_ FAX: \_\_\_\_\_

TYPE OF BUSINESS:  CORPORATION  PARTNERSHIP  SOLE PROPRIETOR

TYPE OF PRODUCT SOLD \_\_\_\_\_

PREFERRED CARRIER \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

## CONTACT PERSON

OWNER \_\_\_\_\_ TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PURCHASING \_\_\_\_\_ TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ACCTS PAYABLE \_\_\_\_\_ TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

*To receive Automated Tracking updates, complete the following (if different from Purchasing)*

LOGISTICS \_\_\_\_\_ TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## EMAIL OPTIONS

CHECK BOX/ES IF YOU PREFER TO RECEIVE COPY VIA EMAIL.

NEW PRODUCT INFORMATION (PURCHASING)  INVOICE (AP / PURCHASING)  STATEMENT (AP)  TRACKING INFORMATION (PURCHASING / LOGISTICS)

## BANK REFERENCE

BANK NAME \_\_\_\_\_ CHECKING ACCOUNT NO: \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ TEL: \_\_\_\_\_ FAX: \_\_\_\_\_

## TRADE REFERENCE

COMPANY _____	TEL: _____
ADDRESS _____	FAX: _____
COMPANY _____	TEL: _____
ADDRESS _____	FAX: _____
COMPANY _____	TEL: _____
ADDRESS _____	FAX: _____
COMPANY _____	TEL: _____
ADDRESS _____	FAX: _____

The undersigned Officer, Principal or Authorized Representative certifies that the information stated above and other substitute documents provided are true and correct. Furthermore, this authorizes ORBIT INDUSTRIES, INC. to review your financial condition thru references furnished and to evaluate your credit payment history by using Credit Reporting Agencies.

NAME & TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## TERMS AND CONDITIONS

7533 Garfield Avenue, Bell Gardens, CA 90201  
Tel: (800) 906-7248 Tel: (213) 745-8884  
[www.orbitelectric.com](http://www.orbitelectric.com)

**TERMS AND CONDITIONS OF SALE:** Except to the extent otherwise stated in a separate agreement signed by Orbit Industries, Inc., the following Terms and Conditions will govern all transactions between Orbit Industries, Inc. and any party placing orders with or otherwise purchasing products sold by Orbit Industries, Inc. By placing an order with Orbit Industries, Inc., the customer acknowledges its unqualified acceptance of these terms and conditions.

**CREDIT TERMS:** The Credit Terms (referring to the credit limit and payment term) is subject to the evaluation and approval by Orbit Industries, Inc.'s Credit & Collection and is based upon the Applicant's credit worthiness. Accordingly, the terms once set is subject to an annual review or as the need arises.

### PRICING INFORMATION:

1. A minimum of \$100.00 shall apply for all orders to avoid an additional \$20 processing fee.
2. Orbit Industries, Inc. quotation numbers must be referenced and P.O.s must include the quoted prices to receive quoted discounts. Failure to include this information will result in orders being charged at a standard distributor price. Quotations are our interpretation of the requirements and include only the material listed and described on the quotation. Quotations terminate 30 days after the issue date, unless otherwise stated.
3. Orbit Industries, Inc. reserves the right to reject orders with incorrect pricing and/or terms.
4. Prices, packaging, specifications are subject to change without notice and are those in effect at the time of shipment.
5. All quoted prices are subject to change in the event of any increase in raw material or energy costs. All clerical, typographical and mathematical errors in any quotations are subject to correction by Orbit Industries, Inc.

**TITLE:** Title to all goods passes to Buyer only upon payment in full of all invoices. Title reverts to Orbit Industries, Inc. on all previous unpaid and/or partially paid purchases if account is ever in a delinquent status. Orbit Industries, Inc. retains a security interest in same. Signing this contract has the same effect as a UCC-1 and can be filed in your state and will be effective to the extent permitted by law. Orbit Industries, Inc. also has the right to repossess said goods without notice, at any time the account is in a past-due status, with or without legal process, so long as recovery is peaceful.

### ORBIT LIMITED WARRANTY:

1. Orbit Industries, Inc. warrants that its products will be free from defects in material and workmanship for a period of one (1) year, LED products at five (5) years (except for 12V models), from date of shipment provided they have been used in accordance with factory recommendations and installed according to the National Electrical Code (NEC). Upon notification of a warranted defect, Orbit Industries, Inc. will, at its option, repair or replace any products found to be defective.
2. The warranty does not apply to a product damaged due to accident, tampering, misuse, abuse, or abnormal usage and in no event shall Orbit Industries, Inc.'s obligation under warranty extend beyond the initial cost of products. The warranty does not cover the cost, if any, of reinstallation of products serviced under this warranty. No labor costs or shipping/freight costs are included in this warranty.
3. Normal wear and tear is not covered by the warranty. Exterior or mechanical damage that is not due to a warranty defect will not be corrected and no cosmetic repairs will be made unless specifically identified by Orbit Industries, Inc. as a defect.

### SHIPMENTS:

1. All orders are F.O.B. shipping point. The Prepaid Freight allowance on Purchase Orders is \$1,250+ to destination in the Continental United States (\$3,000 for HI, \$4,000 for AK). Free shipping will cover only freight costs. Any additional charges by carrier for lift gate, residential address, construction site, or redelivery caused by inaccurate or lack of information on order will be billed separately to the Buyer, even if the order qualified for free shipping.
2. Orbit Industries, Inc. will use its discretion in routing all shipments.
3. Orbit Industries, Inc. shall not be held liable for delays in shipment regardless of cause. Ship dates are approximate and based on factory conditions at the time the order is accepted.

**PREFERRED CARRIER:** Orbit Industries, Inc. will ship orders using the Buyer's choice of Carrier upon their request. Buyer is responsible for all transportation and handling charges and is required to provide with an account number of their preferred carrier. In the event that the account of Buyer's preferred carrier was invalid, Orbit Industries, Inc. will automatically bill Buyer for any shipping chargeback plus surcharges. Under no circumstances will Orbit Industries, Inc. provide premium shipping without any prior agreement.

**BACKORDERS:** All backorders will automatically be processed unless Orbit Industries, Inc. is notified to cancel. Backorders will be invoiced at the current price at the time of backorder shipment. In the event that Orbit is not notified of the cancellation of a backorder, refusal of carrier, or return of a backorder, Orbit Industries, Inc. reserves the right to apply a restocking charge. Furthermore, the receiver will be responsible for paying the freight charges associated with the return.



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**CLAIMS:** All claims for wrong item/s received, short shipment/s, damaged packaging, missing pallet/s, broken tape/security seal must be reported within 10 business days upon receipt or pick-up of an order. Any claims beyond this period may not be accepted for adjustment. In the event that Security Seal Tape is broken on LTL shipments, file a claim with RGA@orbitelectric.com immediately.

**RETURN MATERIAL:** All returns must be covered by Return Goods Authorization (RGA) from Orbit Industries, Inc. The RGA form must be included on return shipments even if Buyer provided a packing slip. In the absence of an Invoice, Purchase Order, or Sales Order number, the credit amount will be at the lowest purchase price. If no purchase history can be found for the account, material cannot be returned. All returned material is subject to inspection before a credit note can be issued. The following are conditions that should be met:

- Materials older than one year from the PO date are non-returnable.
- All special orders and/or assemblies are non-returnable materials.
- The total amount of return cannot exceed more than 25% of the previous year’s purchase amount.
- Returns are subject to up to 25% restocking charge.
- Items must be in their original packaging and in resalable condition.
- Return Goods Authorizations (RGAs) that require repackaging are subjected to an additional restocking fee.
- Orbit reserves the right to refuse credit on any material deemed as non-resalable. Buyer may pick-up the non-resalable material within 5 business days from notice of inspection, otherwise, it will be discarded.
- All returns, except for defective materials and stated claims, must be shipped PREPAID.
- The shipper is responsible for any loss or damage that occurs during transit. Any damage or shortage caused during transit may result in reduced credit or denial of credit.

**COLLECTION:** In the event a collection effort is necessary, past-due accounts will be charged 1.5% per month, or the highest rate of interest authorized by law, whichever is greater. Upon referral of a past-due account to our attorney, or if a lawsuit or prejudgment, attachment proceedings are instituted by our attorney, Buyer agrees to pay actual attorney fees incurred (or a minimum of 25% of the principal obligation, whatever is greater), court costs and expenses (all both pre and post judgment).

In the event that a lawsuit is filed, it is agreed that the venue of same will be any appropriate State Court located in Los Angeles County, State of California, or any venue, at Orbit Industries, Inc.'s option. Buyer waives its right to litigate outside Los Angeles County, California, or any venue Orbit Industries, Inc. chooses. Buyer further agrees to waive notice of presentment for payment and notice of non-payment, Orbit Industries, Inc. deems itself in jeopardy.

In the absence of written consent of Orbit Industries, Inc. otherwise, the undersigned agrees to be personally liable hereunder, regardless of the type of entity under which Buyer's business is conducted or any change in such legal structure, or any title which is noted under Buyer's signature.

Buyer hereby grants Orbit Industries, Inc. permission, through its agents, to check Buyer’s credit and/or the credit of any or all of the signers for Buyer, at any time for the purpose of establishing the maximum credit line available to Buyer, to assist Orbit Industries, Inc. in effectuating service upon Buyer, to assist in locating Buyer, and/or for any other purpose related to collecting upon any credit extended to Buyer, and/or any judgment relating thereto.

Buyer acknowledges these terms and conditions have been read and understood, agrees to be bound by these terms and conditions and that this agreement supersedes all other proposals oral and written and all other communications between the parties relating to the subject matter hereof, prior or future, to the extent same conflict with these terms and conditions.

Any modification to these Terms and Conditions must be in writing and signed by authorized Orbit Industries, Inc representative.

\_\_\_\_\_  
**Customer Name**

\_\_\_\_\_  
**Print Name & Title**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

## UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2–4)

Other (Specify) \_\_\_\_\_

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the Seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>		MO <sup>16</sup>	
AR		NE <sup>16</sup>	
AZ <sup>2</sup>		NV	
CA <sup>3</sup>		NJ	
CO <sup>4</sup>		NM <sup>4,17</sup>	
CT <sup>5</sup>		NC <sup>18</sup>	
FL <sup>6</sup>		ND	
GA <sup>7</sup>		OH <sup>19</sup>	
HI <sup>4,8</sup>		OK <sup>20</sup>	
ID		PA <sup>21</sup>	
IL <sup>4,9</sup>		RI <sup>22</sup>	
IA		SC	
KS		SD <sup>23</sup>	
KY <sup>10</sup>		TN	
ME <sup>11</sup>		TX <sup>24</sup>	
MD <sup>12</sup>		UT	
MI <sup>13</sup>		VT	
MN <sup>14</sup>		WA <sup>25</sup>	
		WI <sup>26</sup>	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_

(Owner, Partner, or Corporate Officer, or other authorized signer)

Title: \_\_\_\_\_

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