

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 _____



2018 TERMS AND CONDITIONS

2100 South Figueroa St., Los Angeles, CA 90007
Tel: (800) 906-7248 : Fax: (213) 741-8680
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.

PAYMENTS: Term is Net 30 days.

PRICING INFORMATION:

1. A minimum of \$100.00 shall apply for all orders to avoid 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 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 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 of 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. Warranty does not cover 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 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 Hawaii). Free shipping will cover only freight cost. 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 to delay 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 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.



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BACKORDERS: All Backorders of 4 weeks or less will automatically be processed unless ORBIT INDUSTRIES, INC. is notified. BUYER will be notified for any Backorders beyond 4 weeks.

CLAIMS: All claims for wrong item received, short shipment, and damaged packaging must be reported within 5 business days upon receipt or pick-up. Any claims beyond this period will not be accepted for any adjustments.

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 a reference number such as Invoice, Purchase Order, or Sales Order, the credit amount will be at the lowest purchase price. All returned material is subject to inspection before credit can be issued. The following are conditions that should be met:

- Report returns within **30** days of receipt of materials.
- Returns are subject to 25% restocking charge on Lighting and Ventilation products. All else at 15% restocking fee.
- Items must be in original packaging and in resalable condition.
- ORBIT INDUSTRIES, INC. 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 other than defective materials and claims stated must be ship PREPAID.
- All special orders and/or assemblies are non-returnable materials.

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 service¹ 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 ¹		MO ¹⁶	
AR		NE ¹⁷	
AZ ²		NV	
CA ³		NJ	
CO ⁴		NM ^{4,18}	
CT ⁵		NC ¹⁹	
DC ⁶		ND	
FL ⁷		OH ²⁰	
GA ⁸		OK ²¹	
HI ^{4,9}		PA ²²	
ID		RI ²³	
IL ^{4,10}		SC	
IA		SD ²⁴	
KS		TN	
KY ¹¹		TX ²⁵	
ME ¹²		UT	
MD ¹³		VT	
MI ¹⁴		WA ²⁶	
MN ¹⁵		WI ²⁷	

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: _____