

# Radiantz



96106 Cape Ferrelo Rd, Brookings, OR 97415

Phone: 877-469-4241

PLEASE FAX BOTH PAGES TO: 541-469-7486

## Credit Application

### APPLICATION FOR CREDIT AND CREDIT AGREEMENT

In order to facilitate timely processing of your order(s), please read and complete this application, sign and return to Radiantz LED Lighting, Inc.

#### TERMS AND CONDITIONS

1. Any extension of credit by Radiantz LED Lighting, Inc. shall be made solely upon the terms, conditions and policies published by Radiantz LED Lighting, Inc. from time to time. Any modification or amendment thereof shall not be effective unless accepted in writing by Radiantz LED Lighting, Inc. Radiantz LED Lighting, Inc. reserves the right, in its sole discretion, to refuse to extend credit at any time or not to honor any order prior to delivery thereof.

2. The undersigned hereby agrees to pay all invoices from Radiantz LED Lighting, Inc., its successors and assigns, according to the respective terms of sale of each such invoice. In the event that any debt is not paid in accordance with the terms of any invoice between Radiantz LED Lighting, Inc. and the undersigned ("Default"), the entire balance owed by the undersigned to Radiantz LED Lighting, Inc., shall become immediately due and payable at the option of Radiantz LED Lighting, Inc., notwithstanding any other terms of payment. In the event of any such Default, the undersigned shall pay to Radiantz LED Lighting, Inc., interest on the entire outstanding balance due and owing to Radiantz LED Lighting, Inc., by the undersigned at the rate of one and one half (1 1/2 %) percent per month (18% per annum) or at the highest interest rate allowable by law, said interest shall commence and accrue as of the date of the first Default and shall continue until the entire outstanding balance shall be fully paid. Additionally, the undersigned agrees to pay any and all costs and expenses of collection incurred by Radiantz LED Lighting, Inc. with respect to any and all amounts due and owing to Radiantz LED Lighting, Inc. by the undersigned, including, without limitation, reasonable attorney's fees. All payments received by Radiantz LED Lighting, Inc. shall be first applied to interest, collection costs and expenses, if any, and then to reduce any outstanding debt due and owing.

3. Damaged product, Incorrect Product, Incorrect Pricing, Warranty, or Billing Issues - All Radiantz LED Lighting, Inc. product is deemed accepted after 30 days from Date of the Invoice, unless covered differently under Contractual Agreement. All requests to return product or notification of billing concerns should be directed to the Customer Service Division within this specified time period.

4. This agreement and any disputes arising between Radiantz LED Lighting, Inc., and the undersigned shall be governed by the laws of the State of Oregon and the undersigned hereby expressly waives any and all defenses to the exercise of personal jurisdiction over the undersigned by any state or federal court located in the State of Oregon in any action, suit or proceeding between Radiantz LED Lighting, Inc. and the undersigned arising here under. THE UNDERSIGNED FURTHER KNOWINGLY WAIVES ANY RIGHT WHICH THE UNDERSIGNED MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION BETWEEN THE UNDERSIGNED AND RADIANTZ LED LIGHTING, INC. BY REASON OF THIS CREDIT APPLICATION AND CREDIT AGREEMENT OR ANY OBLIGATIONS ARISING HEREUNDER. SHOULD ANY PROVISION OF THIS CONTRACT BE FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS AND CONDITIONS WILL CONTINUE TO BE IN EFFECT.

#### COMPANY INFORMATION:

\_\_\_\_\_  
Name of company applying for credit Check payment terms requested: ( ) credit card ( ) COD Company check ( ) Monthly terms (give credit card at time of order)

\_\_\_\_\_  
D/B/A or Trade Name (if any) Type of business (check one): ( ) Storefront ( ) .com ( ) Storefront and .com

\_\_\_\_\_  
Address Years at Present Location Sales Tax Exemption Number

\_\_\_\_\_  
City State Zip or Postal Code Fed Tax ID # Resale Certificate # (If applicable) expiration date exp \_\_\_\_\_

Telephone (\_\_\_\_\_) Fax (\_\_\_\_\_) Cell (\_\_\_\_\_)  
Phone # including area/country code FAX # including area/country code

Dun & Bradstreet # \_\_\_\_\_ web site \_\_\_\_\_ email \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

PRINT NAME AND TITLE \_\_\_\_\_

#### GENERAL BUSINESS INFORMATION:

Check ( ) RENT ( ) OWN \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Property owner's Name Property owner's telephone number

\_\_\_\_\_  
Number of Employees Annual Revenues Expected \$ \_\_\_\_\_ monthly purchases \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Buyer(s) Phone Number for Buyer Fax Number for Buyer Email Address for Buyer

\_\_\_\_\_  
Accounts Payable Contact Phone Number for AP Fax Number for AP Email Address for AP



**OWNERSHIP:**

Check one:  Partnership  Individual  L.L.C.  Corporation  S Corporation

1. Name(s) of Principal(s) \_\_\_\_\_ Complete Home Address Home \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 phone # including area code

2. \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

3. \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

**BANK REFERENCES:**

Bank Name Complete Address \_\_\_\_\_

Account Number(s) \_\_\_\_\_ Date Account Established \_\_\_\_/\_\_\_\_/\_\_\_\_

Type Business Account:  Checking  Savings  Overnight Clearing  Line of Credit  Loan(s)

Bank Account Manager to Contact \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Phone # (include area code) FAX (include area code)

**TRADE REFERENCES:**

Business name and complete address Contact Name Phone # Account #

1. \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

2. \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

3. \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

4. \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

Note: At least 4 trade references must be provided. Please attach another sheet to include additional references or comments.

**PLEASE ATTACH A VOIDED COPY OF YOUR COMPANY CHECK WITH THIS APPLICATION**

**INDIVIDUAL PERSONAL GUARANTY**

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

I, (print name) \_\_\_\_\_ residing at (home address) \_\_\_\_\_ for and in consideration of your extending credit at my request to (legal name) \_\_\_\_\_ (hereinafter referred to as the "Company"), of which I am (title) \_\_\_\_\_, hereby personally unconditionally guarantee to you, Radiantz LED Lighting Inc., its successors and assigns, at 96106 Cape Ferrelo Rd, Brookings, OR 97415 payment of any obligation of the Company and I hereby agree to jointly and severally bind myself to pay you on demand any sum which may become due to you by the Company. It is understood that this guaranty shall be continuing in nature and revocable only upon receipt by Radiantz LED Lighting, Inc. of notice of revocation via certified mail. Such revocation shall not apply to existing Indebtedness, but only to shipments subsequent to the receipt of such notice. I do hereby agree to be bound by all terms, conditions and covenants set forth in the Application for Credit and Credit Agreement and waive notice of default, dishonor, non-payment, presentment and notice thereof and consent to any modification or renewal or extension of the Application for Credit and Credit Agreement hereby guaranteed. I do further waive any right of indemnification or subrogation, which I may have against the Company for any debt arising hereunder.

Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_