



TACTIK LIGHTING

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Name and Title		Year Business Established	
Legal Business name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone			
E-mail			
Company address			

BUSINESS AND CREDIT INFORMATION

Billing Address (if different from above)		Bank name:	
Accounts Payable contact		Primary bank address City, State ZIP Code	
Phone		Phone	
E-mail		Account number	
Website		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other
Federal Tax ID Number		DUNS Number	
If applicable, Sales Tax ID number (attach certificate)		Current total sales volume (recent years)	
Growth percentage over the last 5 years		Current sales volume of lighting fixtures	

BUSINESS/TRADE REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Contact Name		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Contact Name		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Contact Name		Other	

AUTHORIZATION AND ACKNOWLEDGEMENT

I, _____, a duly authorized representative of _____ ('Company'), hereby certify the information contained herein is, to the best of my knowledge, complete and accurate. This information has been furnished with the understanding it is to be used by Tactik Lighting, LLC to Company connection with any business transactions between the parties. In furtherance of Tactik Lightings, LLC's evaluation and determination of Company's credit profile and credit risks, Company hereby authorizes Tactik Lighting, LLC to contact the financial institutions and trade references to release and provide any required information to Tactik Lighting, LLC. Furthermore, Company agrees to provide Tactik Lighting, LLC with such financial statements and other related financial information as reasonably requested by Tactik Lighting, LLC in order to enable Tactik Lighting, LLC to verify and update the information contained herein.

In the event Company and Tactik Lighting, LLC engage in any business transactions, Company understands and agrees that all such business transactions shall be subject to each and every provision of the Credit Application Terms and Conditions set forth on the following pages of this Credit Application.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

Credit Application Terms and Conditions

1. **Definitions.** For purposes of these terms and conditions, "Buyer" shall mean the company or business entity identified on Tactik Lighting, LLC Trade Credit Application.
2. **Trade Credit Status; Security for Trade Credit.** The Tactik Lighting, LLC, in its sole discretion, reserves the right at any time to modify (including placing Buyer's account on credit hold) Buyer's trade credit limits established by Tactik Lighting, LLC depending on such factors as Buyer's credit history and credit status (as determined by Tactik Lighting Buyer's payment performance with Tactik Lighting and the volume of purchases of Tactik Lighting, LLC products (either with respect to a particular purchase order or in the aggregate over a period of time) made by the Buyer. In connection with Buyer's trade credit limits established by Tactik Lighting, LLC reserves the right at any time to require credit instruments for the benefit of Tactik Lighting, LLC to secure Buyer's payment obligation to Tactik Lighting, LLC, including without limitation personal guaranties, corporate guarantees, and/or letters of credit in form, substance and amounts satisfactory to Tactik Lighting, LLC.
3. **Payment Terms; Method of Payment.** Tactik Lighting, LLC's standard payment terms for purchases made by Buyer shall be Net 30 from date of invoice, unless otherwise agreed in writing by Tactik Lighting, LLC. Notwithstanding the foregoing, Tactik Lighting, LLC, in its sole discretion, reserves the right at any time to modify Buyer's payment terms with Tactik Lighting, LLC, including without limitation requiring cash in advance payments. Buyer's obligation to pay Tactik Lighting, LLC is absolute and unconditional, without any abatement, reduction, setoff or defense of any kind. Tactik Lighting, LLC will assess a service charge of 1.5% per month on any balance which is beyond the stated due date. Additionally, Tactik Lighting, LLC reserves the right to require that Buyer's payments to Tactik Lighting, LLC be made by means of electronic funds transfer (EFTs) from an authorized Buyer account. In such an event, Buyer hereby authorizes Tactik Lighting, LLC and Buyer's designated bank to initiate EFTs from Buyer's account, and Buyer shall cooperate with Tactik Lighting, LLC as necessary to assure the implementation of such payment method.
4. **Sales/Use Tax.** Buyer shall provide Tactik Lighting, LLC a copy of the applicable state sales and/or use tax exemption certificate(s) prior to the shipment of any orders. If no such exemption certificate is provided, Tactik Lighting, LLC shall assess applicable sales and/or use tax to Buyer and include the tax on the Buyer's invoice for payment by Buyer.
5. **Buyer Financial Statements.** From time to time as requested by Tactik Lighting, LLC, Buyer shall be required to submit financial statements to Tactik Lighting, LLC in order to maintain its trade account with Tactik Lighting, LLC.
6. **Right to Offset.** Tactik Lighting, LLC reserves a continuing right to adjust or offset against any amounts that may be due to Buyer from Tactik Lighting, LLC any amounts that are due from Buyer to Tactik Lighting, LLC.
7. **Freight Charges and Freight Claims.** Freight charges are prepaid by Tactik Lighting, LLC and added to Tactik Lighting, LLC invoice for payment by Buyer. Buyer must make all claims for loss or damage in transit to carrier immediately upon receipt of shipment. All claims of damage or shortage must be clearly documented on bills of lading at the time of receipt. Tactik Lighting, LLC will assist Buyer in processing properly documented freight claims with the carrier.
8. **Title Transfer.** Title to all products shall pass from Tactik Lighting, LLC to Buyer FOB point of origin at Tactik Lighting, LLC's dock.
9. **Limited Product Warranty.** All purchases of products made by Buyer shall be subject Tactik Lighting, LLC's limited product warranty as in effect from time to time.

10. **Limitation of Liability.** In no event shall Tactik Lighting, LLC be liable to Buyer under any theory of liability for indirect, incidental, consequential or special damages arising from or relating to any business transactions between Tactik Lighting, LLC and Buyer.
11. **Liens.** Subject to applicable law, Tactik Lighting, LLC reserves the right to take any steps necessary or appropriate to preserve and enforce any and all lien rights with respect to Buyer's customers. All amounts paid by Buyer's customers to Buyer with respect to products sold by Tactik Lighting, LLC to Buyer shall be deemed trust funds held by Buyer for use in paying Tactik Lighting, LLC the amounts owed by Buyer to Tactik Lighting, LLC for such products.
12. **Tactik Lighting, LLC's Remedies.** Subject to applicable law, Tactik Lighting, LLC reserves the right to take any steps or actions it deems necessary or appropriate to protect its interest and to enforce Buyer's payment obligations to Tactik Lighting, LLC. The exercise of any rights and remedies by Tactik Lighting, LLC that are available to Tactik Lighting, LLC in law or in equity shall be cumulative and not exclusive to any other right or remedy.
13. **Cost of Enforcement and Collection.** Buyer agrees to pay all costs, expenses, and legal fees (including costs of collection, filing fees, attorneys' fees and judgment enforcement) paid or incurred by Tactik Lighting, LLC in connection with any actions taken by Tactik Lighting, LLC in enforcing its rights to be paid by Buyer and to collect payment of any amounts due from Buyer.
14. **Governing Law; Venue.** Buyer agrees that any business transactions between Tactik Lighting, LLC and Buyer shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflicts of law. Buyer further agrees and consents that the exclusive venue for any legal proceeding related to any business transactions between Tactik Lighting, LLC and Buyer shall be the Circuit Court of Manitowoc County, Wisconsin or the United States District Court for the Eastern District of Wisconsin. Buyer agrees and consents to the personal jurisdiction of any such courts and agrees that venue in such courts is not inconvenient for Buyer.
15. **Waiver of Jury Trial.** Buyer knowingly and voluntarily waives any right to a jury trial in any legal proceeding between Tactik Lighting, LLC and Buyer and agrees and consents that any such proceeding shall be decided by trial to the court without a jury.