

TERMS & CONDITIONS OF SALE

If credit is granted I/We understand that the terms of the sale are as follows:

1. Payment is due and payable no later than 30 days after the invoice date. If payment is not received by said date, a finance charge will be computed at a rate of 1.5% per month, which is an annual percentage rate of 18% applied to the previous balance without deducting current payments and/or credits appearing on the statement.
2. It is understood that no merchandise can be returned or will be accepted without Seller's written authorization. Credit only will be issued on returned items received back at our warehouse only if we deem the item(s) to be in resalable condition! All special ordered items are not subject to cancellation or return. (INCLUDED SOME ITEMS SHOWN IN OUR CATALOG AND WEBSITE.) It is understood that the information furnished by this application is extended for use in extension of commercial or business credit only.
3. Regarding liability: Superior Lighting & Electric Supply Corporation shall not be liable for any delays or for failure to manufacture, ship, supply or deliver goods resulting from strikes, labor disputes, breakdowns, wars, civil disputes, floods, acts of God, carrier or supplier or manufacturers' delays and regulation of any government authority.
4. In the event it becomes necessary to place the delinquent account with a collection agency and or an attorney, you agree to pay all costs including all reasonable collection costs and attorneys' fees, whether or not legal action is instituted in the Courts. You also hereby waive your privilege of being sued in the County of your residence and agree that all suits will be brought in Broward County, Florida.
5. In all events, any actions taken between the parties shall be governed by and construed in and enforced in accordance with the laws of the State of Florida.
6. You agree to immediately notify Seller of any change of ownership or form of said business and this instrument shall remain in force until Seller receives actual notice of revocation by certified mail only. You waive notice of acceptance of this instrument or any other notices or conditions precedent to our liability hereon.
7. **Warranty Disclaimer: Or manufacturers solely warrant their products to be free of defects in material and workmanship at the time of its original purchase and for subsequent periods, if any, when stated in writing. They extend it to the original purchaser for use only. All lighting fixture manufacturers recommend that their products be installed by an experienced licensed electrician. If during the warranty period, the product proves defective under normal use and service, they will repair or replace the item at their discretion. It does not cover failure of the product due to misuse, neglect, accidents, improper installation, alteration, modification, or adjustment. In the event the manufacturer repairs or replaces a product, it shall be warranted for the remainder of the original products warranty period. You should return it to our Authorized Service Facility. (For information, call (954) 733-4511.) The product must be accompanied by the following: Your name, address, telephone number, a copy of the invoice to you, & a detailed description of the problem. Warranties are exclusive and in lieu of any other express or implied warranties whatsoever, including but not limited to implied warranties of merchantability and fitness for a particular purpose (except warranties of title), which are expressly disclaimed except as set forth herein. Superior Lighting & Electric Supply Corporation shall not be subject to any other**
8. Personal Guarantee: In consideration of Superior Lighting & Electric Supply Corporation selling merchandise or extending credit to the above business, I/We do hereby agree to guarantee the payment of any debt of the applicant's account and agree to be individually, jointly and severally responsible for payment of same including past, present and future obligations of the applicant. I hereby acknowledge that I shall be liable in all events, in the event the applicant fails to pay on its account when said sums are due, whether or not collection or judgment is first taken against the applicant. I/We do hereby waive notice of default, nonpayment and notice thereof and consent to any modification and renewal of this credit application hereby guaranteed and all renewals or extensions of credit. In the event it becomes necessary to place the delinquent account with a collection agency and or an attorney, I/We agree to pay all costs including all reasonable collection costs and attorney's fees, whether or not legal action is instituted in the courts as set forth above, and hereby waive our privilege of being sued in the County of our residence and agree that suits may only be brought in Broward County, Florida. In all events, any legal actions taken between the parties shall be governed by and construed in and

(X)

WITNESS OF SIGNATURE

PLEASE PRINT YOUR NAME

(X)

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