

PACE LIGHTING, INC.

PHONE: 912-920-4090 FAX: 912-544-1081 7 SOUTHERN OAKS COURT, SAVANNAH, GEORGIA 31405

CREDIT APPLICATION, ACCOUNT AGREEMENT, & PERSONAL GUARANTY

DATE: _____ **APPLICATION MUST BE COMPLETED IN FULL TO BE PROCESSED, INCLUDING AREA CODES**

CUSTOMER LEGAL NAME: _____ TELEPHONE: _____

BILLING ADDRESS: _____ CELL: _____

STREET ADDRESS: _____ FAX: _____

CITY: _____ STATE: _____ COUNTY: _____ ZIP: _____

TYPE: INDIVIDUAL () PARTNERSHIP () CORPORATION () LIMITED LIABILITY COMPANY ()

DO YOU REQUIRE PURCHASE ORDERS? YES (), NO ()

TAX EXEMPT _____ SALES TAX EXEMPTION # _____ (ATTACH SALES & USE CERTIFICATE OF EXEMPTION)

TAX ID NUMBER /
SOCIAL SECURITY NUMBER: _____ IN BUSINESS SINCE: _____ STATE INCORPORATED: _____

A/P CONTACT: _____ A/P EMAIL: _____

NAMES OF OFFICERS/PARTNERS TITLES HOME ADDRESSES SOCIAL SECURITY #S

TRADE REFERENCES - - ALL INFORMATION MUST BE COMPLETED TO PROCESS

1. NAME: _____ TEL: _____ FAX: _____

ADDRESS: _____ CITY/STATE: _____ ZIP: _____ ACCT#: _____

2. NAME: _____ TEL: _____ FAX: _____

ADDRESS: _____ CITY/STATE: _____ ZIP: _____ ACCT#: _____

3. NAME: _____ TEL: _____ FAX: _____

ADDRESS: _____ CITY/STATE: _____ ZIP: _____ ACCT#: _____

4. NAME: _____ TEL: _____ FAX: _____

ADDRESS: _____ CITY/STATE: _____ ZIP: _____ ACCT#: _____

By signing below, the Customer named above and the Guarantor(s) named on the reverse side hereof hereby authorize Pace Lighting, Inc. ("Pace"), to perform credit checks for the purposes of establishing a credit account. The Customer and Guarantor(s) grant Pace and agents thereof, permission to retrieve relevant business and personal credit reports. The Customer and Guarantor(s) authorize Pace to verify credit information, and agree that Pace may report this information to various credit agencies. The Customer and Guarantor(s) further acknowledge that credit privileges, if granted, may be withdrawn at any time at the sole discretion of Pace.

BY THEIR SIGNATURES ON THE REVERSE SIDE HEREOF, THE CUSTOMER AND/OR GUARANTOR(S) AGREE TO ALL OF THE TERMS AND CONDITIONS STATED THEREON.

ACCOUNT AGREEMENT
TERMS AND CONDITIONS

1. The Customer, named on the reverse side hereof and below ("Customer") certifies that the information furnished on the reverse hereof is true and correct and is furnished for the purpose of securing credit from Pace Lighting, Inc. ("Pace"). The information furnished by Customer is hereby incorporated by reference in this Account Agreement. However, to the extent there is any conflict between the reverse side hereof and this Account Agreement, this Account Agreement shall control. This Account Agreement and the incorporated information contain the entire agreement between the parties and supersede all prior agreements and understandings, both oral and written, between Customer and Pace. This Account Agreement is not subject to oral modification or to cancellation by Customer.
2. In consideration of credit being extended by Pace, Customer agrees to make payment on or before thirty (30) days from the date of any invoice. Customer understands that beginning thirty days (30) from the invoice date all invoices shall accrue interest at the rate of 1.5 % per month, pre- and post-judgment. Failure to object in writing to the amount shown due on any invoice or statement, or to the quality, quantity, or any other aspect of the goods represented by any invoice, within ten (10) days of the date thereof, will constitute acceptance of the goods and of the accuracy of any such amount. All payments received from the Customer not designated to pay a specific invoice shall be applied first to accrued interest and then to the oldest principal amounts owed on the account.
3. Customer shall have ten (10) calendar days from the date of delivery to reject goods as nonconforming. Such rejection must be in writing and must be sent to Pace via certified mail, return receipt requested. Such rejection shall specify the goods rejected and the specific nonconformity and must be accompanied by the original invoice or other proof of purchase. Failure to reject the goods in strict accordance with this paragraph shall be deemed acceptance of the goods.
4. Pace shall have a reasonable time after receipt of proper notice of rejection or revocation of acceptance to repair or replace the goods or refund the purchase price, with the remedy to be selected by Pace, in its sole discretion.
5. All notices to Pace shall be in writing and sent by certified mail and shall be effective only upon receipt.
6. Customer agrees to pay attorney fees of fifteen percent (15%) of the total principal and interest or actual attorney's fees incurred, whichever is greater, and court costs of collecting or attempting to collect or to secure any and all debts which Customer now owes or which Customer may in the future owe Pace, for goods sold and/or services rendered.
7. Customer hereby waives any defense of personal jurisdiction or venue in any legal action arising out of or in any way relating to the reverse Account Application, to this Account Agreement, or to any extension of credit by Pace. Customer further agrees that any such action shall be brought only in Chatham County, Georgia. Customer further agrees and consents that the law of the State of Georgia shall govern this Account Agreement.
8. **PACE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, and CUSTOMER WAIVES ANY SUCH WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER WAIVES ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
9. Customer agrees that notwithstanding anything to the contrary set forth herein, all goods are non-returnable and non-refundable. Customer agrees that all specially ordered goods are deemed furnished when delivered by Pace. Purchases and deliveries are herewith authorized to be made without signature.

Witness my hand and seal this _____ day of _____, 200_____.

Customer:

Print Legal Name
(Must be identical to Customer Name as Stated on Reverse Hereof)

By: _____
Signature

Its: _____
Title

PERSONAL GUARANTY

For and in consideration of credit extended by Pace to the Customer identified in the Account Agreement set out above, which Account Agreement is incorporated herein by this reference so as to identify the Customer to which this Personal Guaranty applies, I/we hereby, absolutely and unconditionally guaranty, jointly and severally, as guarantor and surety, any and all obligations of the Customer, including interest and attorney's fees as provided for by the Account Agreement, which are now or may hereafter become due. I/we acknowledge that the obligations under this personal guaranty are primary and not secondary. As member/owner/shareholder/principal/officer/manager or other representative or employee of the Customer, I/we have a vested interest in Customer and in the Account Agreement. Notice of acceptance, protest, presentment, demand for payment, notice of default or non-payment and of dishonor are hereby waived. No release of the undersigned shall arise from any action of Pace which, but for this provision, would be deemed a legal or equitable discharge of a surety or guarantor, including any waiver, extension, modification, forbearance or delay or any other act or omission by Pace. Jurisdiction and venue for any action relating to and/or arising from this Personal Guaranty shall be in Chatham County, Georgia, and I/we hereby waive any defense of personal jurisdiction or venue in any legal action arising out of this Personal Guaranty. This Personal Guaranty is not subject to oral modification or cancellation.

Signature of Guarantor

Print Name

Date

Home Address

Social Security Number

Signature of Guarantor

Print Name

Date

Home Address

Social Security Number