



Welcome to Prodigy Lighting:

If you have any questions regarding the completion of the attached documentation, please contact our operations group at orders@prodigylighting.com

New Account Application Instructions

1. Please complete the Prodigy Lighting **New Account Application**.
2. Prodigy Lighting utilizes the services of **ESALES** to process orders and receivables. Please complete the following two documents to ensure proper processing of your orders:
 - a. Purchase Terms & Conditions
 - b. Credit Application
3. All **purchase orders** should be made out to **ESALES**
4. Invoices will come from **ESALES**, all payments of invoices should be issued to **ESALES** at below address:

ESALES
1595 Peachtree Parkway
Suite 204 #196
Cumming, GA 30041
5. Please forward a copy of your **Resale Certificate** with your application.
6. The credit approval process may take 3 to 5 business days. Once your credit application has been approved, you will receive your credit limit notification by email.
7. In the event that ESALES is unable to approve your credit line prior to your first order, a credit card authorization form is available.

ESALES

1595 Peachtree Parkway
 Suite 204 #196
 Cumming, GA 30041

NEW ACCOUNT APPLICATION

COMPANY INFORMATION		
Date:		
Legal Company name:		
Trade name or DBA:		
Phone:	Fax:	Web address:
Registered company address:		
City:	State:	ZIP Code:
Date business commenced:	No Employees:	
Date business commenced:		
DUNS Number:	Tax ID Number:	
Sole proprietorship: <input type="checkbox"/>	LLC: <input type="checkbox"/>	Corporation: <input type="checkbox"/> Other: <input type="checkbox"/>
Last Fiscal Year's Revenue:	Est. Lighting Products Sales Last 12 Months:	

CONTACTS	
Owner/Principal Contact:	
Email:	Phone:
Fax:	

Accounts Payable Contact:	
Email:	Phone:
Fax:	

Purchasing Manager:	
Email:	Phone:
Fax:	

Warehouse Contact (to receive shipping notifications):	
Email:	Phone:
Fax:	

Does your company have a resale permit? <input type="checkbox"/> Yes (submit with application) <input type="checkbox"/> No
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PURCHASE TERMS AND CONDITIONS

The following terms and conditions govern all sales of products ("Products") by ESALES and all Sales Support Services (as defined below) provided by ESALES. Customer (the party set forth on the signature line below) acknowledges that acceptance of purchase orders by ESALES and the provision of Products and Sales Support Services by ESALES are expressly conditioned upon Customer's agreement to these terms and conditions.

Marketing and Sale of Products: ESALES hereby grants to Customer, and Customer hereby accepts, the right to non-exclusively market and sell the Products to its customers throughout the United States and Canada. In connection with selling Products, Customer may have access to lighting sales support services ("Sales Support Services") that enhance Customer's ability to sell the Products. ESALES reserves the right, in its sole discretion, to decline to offer these services to Customer. Sales Support Services are offered to Customer at no charge.

Commercial Credit: Prior to ESALES approving Customer for a commercial credit account, all sales will be in cash. ESALES shall review Customer's credit application and notify Customer as to its credit limit with ESALES and all associated terms and conditions. ESALES reserves the right to change, terminate, or revoke the terms of such credit line at its sole discretion and without notice. Customer agrees to indemnify and hold ESALES harmless against all claims, damages, and expenses arising from a hold on Customer's account due to an outstanding debt. To secure Customer's payment for all Products, Customer grants to ESALES a first-priority security interest, and to the extent permitted under applicable state law, a purchase-money security interest, in all Products purchased under these terms and conditions, wherever located, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Customer acknowledges that ESALES may file UCC financing statements for the security interest in Products and Customer agrees to execute any necessary documentation.

Purchase Orders: Customer shall issue written purchase orders for the purchase of Products ("Purchase Orders") to ESALES, specifying (i) the unit price and quantity of each Product, (ii) the total purchase price for such Purchase Order (excluding shipping and other charges and taxes), (iii) place of delivery for the Products (iv) the common carrier to be used for such shipment. As soon as commercially practical after the receipt of a Purchase Order, ESALES shall confirm, recommend any changes to, or reject the Purchase Order. Any terms and conditions contained in a Purchase Order, order acknowledgement or other correspondence submitted to ESALES by Customer related to orders placed under these terms and conditions are not binding and are of no force or effect.

Shipping: ESALES shall have the Products shipped in the quantities and to the delivery location specified in a Purchase Order. ESALES shall notify Customer if it cannot comply with the agreed to quantities or delivery location and the parties shall work together in good faith to resolve any open issues. Title to, and risk of loss to, the Products shipped under a Purchase Order passes to Customer upon delivery of the Products to the common carrier. If Customer fails to specify a common carrier in the Purchase Order, ESALES may delay shipment of the Products until Customer identifies such common carrier or may select a common carrier itself. Customer is responsible for all freight charges from the manufacturer. Customer may inquire of ESALES as to whether a manufacturer provides a freight allowance at certain purchase volumes. In the event that a freight allowance is applicable to a Purchase Order or certain line items on a Purchase Order, Customer shall still be responsible for any special delivery charges such as expedited service, delivery appointment, lift gate, residential area, etc.

Inspection and Returns: Customer is responsible for thoroughly inspecting Products upon delivery. Customer shall notify ESALES in writing within five (5) business days from the date of receipt of shipped Products of any non-conformity or defect. Failure to do so shall be deemed a waiver of Customer's right to reject a Product as non-conforming or defective at a later date. A valid return goods authorization ("RGA") must accompany all returns. All non-stock, custom, or modified items (i.e stock items that are modified to meet Customer's specifications) are non-returnable. Returned Products that have not been installed and are in new, resale-able condition and returned in original manufacturer packaging will be subject to a 25% restocking fee. All Products returned under an RGA shall be returned directly to the manufacturer. Title to, and risk of loss to, Products being returned to a Manufacturer passes to such Manufacturer upon delivery of the Products to such Manufacturer.

Purchase Price and Payment for Products: Unless otherwise agreed to by Customer and ESALES, (i) the purchase prices for the Products shall be in U.S. dollars, (ii) the purchase price shall be FOB point of shipment, and (iii) Customer shall be responsible for all relevant shipping charges, insurance, and taxes. All prices for the Products are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. ESALES shall generate an invoice for the Products ordered by Customer at the time of shipment. Customer shall pay such invoice within thirty (30) days of the date of invoice.

Past Due Accounts; Collections: If Customer fails to pay ESALES within the times prescribed above, then (i) all Special Incentives (as defined below) associated with such overdue payment shall be null and void and (ii) ESALES shall no longer accept any Purchase Orders from Customer until such payment default is cured. In addition, upon a payment default, ESALES shall provide written default notice to Customer. If payment has not been received from Customer within five (5) business days of such default notice, ESALES reserves the right, in its sole discretion, to (i) turn over the account to collections, (ii) charge a monthly interest charge of 1.5% (18% per annum) for unpaid balances from the date of default and (iii) take any such other legal actions as it may deem product and necessary. Customer agrees to pay on demand all reasonable attorney fees and other costs incurred by ESALES to collect any past due fees or charges. For the purposes of this paragraph, Special Incentives shall mean any cash awards that are paid by ESALES to Customer for attaining certain volume targets or for paying an invoice within a prescribed period of time.

Product Warranties: ESALES makes no warranties, express or implied, with respect to Products. The manufacture shall make available to Customer the standard limited warranties of each Product. Customer may pass through to its customers all warranties granted by the underlying manufacturer for its Products. If Customer receives any claim from a customer during the applicable warranty period that the Product is defective, Customer shall promptly notify ESALES in writing of such claim, specifying in reasonable detail the nature of the defect, together with supporting evidences as required by the manufacturer's limited warranty. After the receipt of such information, the manufacturer shall process the claim in accordance with its limited warranty.

Sales Support Services. ESALES makes no warranties, express or implied, with respect to the Sales Support Services. With respect to Products that are ordered by Customer, it is the Customer's responsibility to select each Product and ensure each Product fits Customer's business needs. The submission of a Purchase Order by Customer shall be deemed to be Customer's final selection of the Products on such Purchase Order irrespective of any recommendations made by ESALES OR MFG or any Sales Support Services provided to Customer.

Limitation of Liability: IN NO EVENT SHALL ESALES'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY CLAIM RELATED TO PRODUCTS OR SALES SUPPORT SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO ESALES UNDER THE APPLICABLE PURCHASE ORDER FOR THE PRODUCTS OR SALES SUPPORT SERVICES AT ISSUE. THE FOREGOING LIMITATION APPLIES EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. EXCEPT FOR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOSS OF REVENUES OR NET PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THESE TERMS AND CONDITIONS OR THE PRODUCTS OR THE SALES SUPPORT SERVICES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME.

Force Majeure: If delivery is delayed by 30 days or more, by a cause attributable to ESALES, Customer shall have the right to cancel a Purchase Order. ESALES is not liable for a failure to ship, or delays in shipment, including but not limited to, causes by force majeure or acts of nature (such as hurricane, flood, earthquakes, volcanic eruption, etc.) or from extraordinary circumstances beyond the control of either party (such as war, strike, riot, civil disturbance, embargo, etc.).

Miscellaneous: These terms and conditions constitute the entire agreement between the Parties with respect to the subject matter hereof and may not be modified or changed except by written document signed by ESALES's authorized representative. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Georgia, without giving any effect to any conflict of laws principles. The venue for any litigation between the parties shall be the Circuit Court of Forsyth County, Georgia or the Federal District Court of the Northern District of Georgia.

Signatures:

Printed Name:	Printed Name:
Title:	Title
Signature:	Signature:
Date:	Date:

Credit Application

Bank Reference:

Name:		Account Number:	
Address:			
City:	State:	Zip:	
Loan Officer:		Phone Number:	
		Email:	
		Fax:	

Trade Reference #1:

Name:		Account Number:	
Address:			
City:	State:	Zip:	
Contact:		Phone Number:	
		Email:	
		Fax:	

Trade Reference #2:

Name:		Account Number:	
Address:			
City:	State:	Zip:	
Contact:		Phone Number:	
		Email:	
		Fax:	

Trade Reference #3:

Name:		Account Number:	
Address:			
City:	State:	Zip:	
Contact:		Phone Number:	
		Email:	
		Fax:	

Certification, Notice and Authorization

You, the applicant, certify to us that you are applying for credit for a business purpose, and not for personal, family or household purposes. If your application for credit is denied, you have the right to a written statement of specific reasons for the denial. To obtain the statement, please contact us within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the FTC, Equal Credit Opportunity, Washington, DC 20580.

By signing below, You certify that all statements contained in this application are true and correct. You authorize us to obtain further information regarding you or your business which may include obtaining personal credit reports.

Signature:	Date:
Printed Name:	Title: