



Orbit Industries, Inc.
 2100 S. Figueroa Street, Los Angeles, CA 90007
 TEL (800) 906-7248 : FAX (213) 741-8680
 EMAIL: credit@orbitelectric.com

CREDIT APPLICATION

DATE: _____
 SALES AGENT: _____
 STATE RESALE NO: _____
 FEDERAL TAX ID NO: _____



APPLICATION WILL NOT BE PROCESSED, IF THIS FORM IS NOT COMPLETELY FILLED OUT. BE SURE TO ATTACH COPY OF YOUR MOST RECENT RESALE CERTIFICATE FORM AND SIGN THE ATTACHED TERMS AND CONDITIONS OF SALE.

COMPANY PROFILE

COMPANY NAME _____
 BILLING ADDRESS _____
 SHIPPING ADDRESS _____
 DATE ESTABLISHED ____/____/____ TEL: _____ FAX: _____
 TYPE OF BUSINESS: CORPORATION PARTNERSHIP SOLE PROPRIETOR
 TYPE OF PRODUCT SOLD _____

CONTACT PERSON

OWNER _____ TEL: _____ EMAIL: _____
 ADDRESS _____
 PURCHASING _____ TEL: _____ EMAIL: _____
 ACCTS PAYABLE _____ TEL: _____ EMAIL: _____
To receive Automated Tracking updates, complete the following (if different from Purchasing)
 LOGISTICS _____ TEL: _____ EMAIL: _____

EMAIL OPTIONS

CHECK BOX/ES IF YOU PREFER TO RECEIVE COPY VIA EMAIL.

NEW PRODUCT INFORMATION (PURCHASING) INVOICE (AP / PURCHASING) STATEMENT (AP) TRACKING INFORMATION (PURCHASING / LOGISTICS)

BANK REFERENCE

BANK NAME _____ CHECKING ACCOUNT NO: _____
 BANK ADDRESS _____
 CONTACT NAME _____ TEL: _____ FAX: _____

TRADE REFERENCE

COMPANY ADDRESS _____	TEL: _____
COMPANY ADDRESS _____	FAX: _____
COMPANY ADDRESS _____	TEL: _____
COMPANY ADDRESS _____	FAX: _____
COMPANY ADDRESS _____	TEL: _____
COMPANY ADDRESS _____	FAX: _____

NAME & TITLE _____

SIGN _____

DATE _____



TERMS AND CONDITIONS

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TERMS AND CONDITIONS OF SALE: Except to the extent otherwise stated in a separate agreement signed by ORBIT INDUSTRIES INC., the following Terms and Conditions will govern all transactions between ORBIT INDUSTRIES INC. and any party placing orders with or otherwise purchasing products sold by ORBIT INDUSTRIES INC. By placing an order with ORBIT INDUSTRIES INC., the customer acknowledges its unqualified acceptance of these terms and conditions.

PAYMENTS: Term is 2% 10th Prox Net 30 unless otherwise specified upon open credit account acceptance.

PRICING INFORMATION:

1. A minimum of \$100.00 shall apply for all orders.
2. ORBIT INDUSTRIES INC. quotation numbers must be referenced and P.O.s must include the quoted prices to receive quoted discounts. Failure to include this information will result in orders being charged at standard distributor price. Quotations are our interpretation of the requirements and include only the material listed and described on the quotation. Quotations terminate 30 days after issue date, unless otherwise stated.
3. ORBIT INDUSTRIES INC. reserves the right to reject orders with incorrect pricing and/or terms.
4. Prices, packaging, specifications are subject to change without notice and are those in effect at the time of shipment.
5. All quoted prices are subject to change in the event of any increase in raw material or energy costs. All clerical, typographical and mathematical errors in any quotations are subject to correction by ORBIT INDUSTRIES INC.

TITLE: Title to all goods passes to BUYER only upon payment in full of all invoices. Title reverts to ORBIT INDUSTRIES INC. on all previous unpaid and/or partially paid purchases if account is ever in a delinquent status. ORBIT INDUSTRIES INC. retains a security interest in same. Signing of this contract has the same effect as a UCC-1 and can be filed in your state and will be effective to the extent permitted by law. ORBIT INDUSTRIES INC. also has the right to repossess said goods, without notice, at any time the account is in a past-due status, with or without legal process so long as recovery is peaceful.

ORBIT LIMITED WARRANTY:

1. ORBIT INDUSTRIES INC. warrants that its products will be free from defects in material and workmanship for a period of one year from date of shipment provided they have been used in accordance with factory recommendations and installed according to the National Electrical Code (NEC). Upon notification of a warranted defect, ORBIT INDUSTRIES INC. will, at its option, repair or replace any products found to be defective.
2. In no event will ORBIT INDUSTRIES INC. be liable for any consequential, indirect or special damages, nor shall ORBIT INDUSTRIES INC. be liable for transportation, labor or other charges arising out of the removal or reinstallation of its products. Liability for breach of warrant is limited to the cost of repair or replacement of the warranted product.

SHIPMENTS:

1. All orders are F.O.B. shipping point. Full freight will be allowed on shipments of \$1250.00 or more to destinations in the continental United States. Additional charges by carrier will be billed separately to the customer.
2. ORBIT INDUSTRIES INC. will use its discretion in routing all shipments.
3. ORBIT INDUSTRIES INC. shall not be held liable to delay in shipment regardless of cause. Ship dates are approximate and based on factory conditions at the time the order is accepted.

PREMIUM FREIGHT: ORBIT INDUSTRIES INC. will provide premium freight services based upon customer requests. Customer is responsible for all transportation and handling charges. All premium shipment requests require the customer to provide ORBIT INDUSTRIES INC. with an account number for the requested freight service provider. Under no circumstances will ORBIT INDUSTRIES INC. accomplish these premium services at their expense.

CLAIMS: All claims for shortages and damages must be made within 15 days of shipment. Claims beyond 15 days will not be allowed.



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RETURNED MATERIAL:

1. Returned material will not be accepted without written authorization by ORBIT INDUSTRIES INC.
2. All returned material is subject to 15% restocking charge. (Special orders and lighting products will be handled on a case by case basis).
3. All returned material must be in original packaging to receive credit.
4. All returned material requests must be submitted with either invoice numbers or purchase order numbers in order to process the request.
5. All returns other than defective materials must be returned freight prepaid, no other methods of return transportation will be accepted unless specified otherwise.
6. All returned material is subject to inspection. ORBIT INDUSTRIES INC. reserves the right to refuse credit on any material deemed as non resalable.

COLLECTION: In the event a collection effort is necessary, past-due accounts will be charged 1.5% per month, or the highest rate of interest authorized by law, whichever is greater. Upon referral of a past-due account to our attorney, or if a lawsuit or prejudgment, attachment proceedings are instituted by our attorney, BUYER agrees to pay actual attorney fees incurred (or a minimum of 25% of the principal obligation, whatever is greater), court costs and expenses (all both pre and post judgment).

In the event that a lawsuit is filed, it is agreed that the venue of same will be any appropriate State Court located in Los Angeles County, State of California, or any venue, at ORBIT INDUSTRIES INC.'S option. BUYER waives its right to litigate outside Los Angeles County, California, or any venue ORBIT INDUSTRIES INC. chooses. BUYER further agrees to waive notice of presentment for payment and notice of non-payment, ORBIT INDUSTRIES INC. deems itself in jeopardy.

In the absence of written consent of ORBIT INDUSTRIES INC. otherwise, the undersigned agrees to be personally liable hereunder, regardless of the type of entity under which BUYER'S business is conducted or any change in such legal structure, or any title which is noted under BUYER'S signature.

BUYER hereby grants ORBIT INDUSTRIES INC. permission, through its agents, to check BUYER'S credit and/or the credit of any or all of the signers for BUYER, at any time for the purpose of establishing the maximum credit line available to BUYER, to assist ORBIT INDUSTRIES INC. in effectuating service upon BUYER, to assist in locating BUYER, and/or for any other purpose related to collecting upon any credit extended to BUYER, and/or any judgment relating thereto.

BUYER acknowledges these terms and conditions have been read and understood, agrees to be bound by these terms and conditions and that this agreement supersedes all other proposals oral and written and all other communications between the parties relating to the subject matter hereof, prior or future, to the extent same conflict with these terms and conditions.

CUSTOMER NAME

SIGNATURE

PRINT NAME & TITLE

DATE