



To Whom It May Concern:

We would like to take this opportunity to thank you for your interest in the many Lutron Electronics Co., Inc. Products and your desire to establish credit with our company. We look forward to establishing a professional relationship that will be mutually rewarding.

Please take the time to review and complete the attached credit application. We would appreciate you:

1. Include most recent 2 years of financial statements;
2. Sign both the credit application and personal guaranty sections; and
3. Mail the complete application and financial statements to:

Lutron Electronics Co., Inc.  
Attention: Credit Department  
7200 Suter Road  
Coopersburg, PA 18036

**An important note about sales tax:** We are required to charge you and collect applicable state and local sales tax unless you provide us with a properly completed and valid sales tax exemption certificate.

Guidelines:

- An exemption certificate must be provided for each state\* products may be shipped to.
- The exemption certificate should be issued to Lutron Electronics Co., Inc. as Vendor/Seller.
- Please include your businesses' name on the purchaser/buyer field of the exemption certificate- not the name of the individual completing the form.
- If you operate under a Doing Business As (DBA), that name must be listed on the same exemption certificate(s).
- All relevant portions of the exemption certificate form must be completed, including relevant license number, exemption number, etc.
- The exemption certificate must be signed and dated by an authorized representative of your business.

Should you have questions on the attached credit application, please feel free to contact me for any clarification. Thank you again for your interest in Lutron products.

Sincerely,

A handwritten signature in blue ink that reads "Betsy Lichtenwalner".

Betsy Lichtenwalner  
Credit and Collections Supervisor  
Phone: 484-656-9565

\*Excludes Alaska, Delaware, Montana, New Hampshire and Oregon, which do not impose sales taxes.



**Credit Application, Sales Agreement, Guaranty**

Mail to: Lutron Electronics Co., Inc. Attn: Credit Department 7200 Suter Road Coopersburg, PA 18036	(Check one) New Applicant: Update :
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<b>Applicant</b> (business name or name of individual if sole proprietor):			
Name:		Phone:	
Street Address:		Fax:	
City:	State:	Zip:	Cell:
Billing Address: <small>(if different than above)</small>			
City:	State:	Zip:	

<b>Your Company:</b>			
Estimated Lutron® monthly purchases: \$	Year Business Started:	Number of Employees:	IRS FEIN #/TIN # (required) :
Applicant is a (check one): Sole Proprietor      Corporation      LLC      Partnership			State organization formed in:
Annual Revenue: \$			Business Net Worth: \$

<b>Your Principals/Officers/Owners:</b>			
Name*	Title	% of Company Ownership	City/State of Residence
*List any bankruptcy, receivership, or insolvency of any current or past affiliated company of principal/officer/owner :			

<b>Your Experience with Lutron®</b> (list all prior affiliations of your management team with authorized Lutron® dealers/distributors):			
Individual's Name	Name of Lutron® dealer/distributor previously affiliated with	City/State of prior Lutron® dealer/distributor affiliation	Title/responsibilities with prior Lutron® dealer/distributor

<b>Your References:</b>		Dun & Bradstreet (DUNS) number: _____				
Type	Business Name	Contact Person	Phone	City/State	Account #	Duration of business relationship (years)
Bank						
Trade						
Trade						

Applicant Name (required) \_\_\_\_\_

This Agreement is between Lutron Electronics Co., Inc. ("Supplier") and the Applicant named above or on page 1 (also referred to as "Customer"). Applicant agrees that the following terms and conditions will apply to its purchases from Supplier:

**PAYMENT:** Applicant will pay for material and services purchased from Supplier ("Product") according to Supplier's payment terms as communicated to Applicant. Applicant will hold all funds owed to or received by Applicant from any source relating to the Products in trust for the benefit of Supplier, and will promptly pay all such funds to Supplier. Payments received by Applicant within Supplier's communicated payment terms will be applied to Applicant's outstanding invoices as directed by Applicant while payments received by Supplier outside of its communicated payment terms may be applied to any outstanding invoice of Applicant, at Supplier's sole discretion. All past due amounts are subject to a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law. Any payment by check to Supplier by Customer that is returned as uncollectible due to insufficient funds or a stop payment being issued is subject to an administrative fee imposed by Supplier. If Applicant fails to make any payment to Supplier when due, then all amounts owed by Applicant to Supplier will become immediately due and payable and Supplier may, without notice or demand, suspend delivery of any order from Applicant and repossess and remove any Product held by Applicant, and, in addition to any other remedy, Applicant agrees to reimburse Supplier for all collection costs, including reasonable attorneys' fees. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 15% of the outstanding balance. Supplier will grant a lien waiver only to the extent payment is received, paid by the bank, and not avoidable as a bankruptcy preference. **Applicant agrees that Pennsylvania law governs the interpretation of this Agreement and that Supplier may bring suit to collect amounts due in, and Applicant hereby consents to the jurisdiction of, Lehigh County, Pennsylvania.**

**BILLING ERRORS, ADJUSTMENTS, & RETURNS:** Customer agrees to make all claims for billing errors, shortages, adjustments, or improper delivery within 30 days from the invoice date, and that all such claims not delivered to Supplier in writing within this time period are waived. Delivery to the job site or Customer's requested delivery location constitutes delivery to Customer, regardless of whether Customer or its agent is at such location at time of delivery or signs a delivery receipt. Delivery dates given by Supplier are estimates. Supplier will not be responsible for failure or delay in delivery. Customer waives any claims for damages arising from delays in delivery, regardless of the cause. Supplier will accept the return for credit of new and unopened Products ("Returns") subject to its Returned Goods Policy, which requires a minimum 25% restocking fee, unless otherwise agreed to by Supplier. No other material, including special order items, may be returned for credit except as specifically agreed in writing by Supplier.

**WARRANTY:** Customer's sole and exclusive warranty on any Product is the express Limited Warranty provided with such Product. Supplier will provide a copy of any Product warranty to Applicant upon request. **SUPPLIER HEREBY DISCLAIMS ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF WORKMANSHIP. UNDER NO CIRCUMSTANCE WILL SUPPLIER BE LIABLE FOR INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SUPPLIER'S LIABILITY, IF ANY, TO CUSTOMER WILL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SUPPLIER.**

**ENTIRE AGREEMENT:** This Agreement, together with Supplier's Terms and Conditions of Sale (the "Sale Terms") and the terms and conditions on Supplier's quotation (with the Sale Terms, the "Terms") which are incorporated into this Agreement by reference, represents the entire agreement, and applies to all transactions, between the parties. Supplier's Sale Terms are available on its electronic ordering system (DIMS) or upon written request by Applicant. If the terms of this Agreement conflict with terms of any other existing or future contract between the parties (including Customer's oral or written offer to purchase), the terms of this Agreement will prevail unless such other contract specifically references this Agreement and is signed by an authorized officer of Supplier. Customer agrees that (1) any purchase terms on its documents which conflict with Supplier's Terms are null, void and unenforceable against Supplier and (2) Supplier's inclusion of Customer's purchase order number on any invoice or confirmation is provided solely for Customer's convenience.

**CERTIFICATION:** Applicant certifies that: (1) the information provided on page 1 is true and correct and has been submitted as a material inducement to obtain commercial credit; and (2) the undersigned is authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant, and, on behalf of Applicant, has read and understands and agrees to all of the terms of this Agreement, including the Terms. Applicant agrees that: (a) Supplier is authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness; (b) Supplier's extension of credit is subject to continuous credit review and approval; (c) this Agreement is not an agreement by Supplier to extend credit and that Supplier may extend or withdraw credit from time to time; (d) Supplier may answer questions from others about its credit experience with the Applicant; and (e) it will notify Supplier, in writing via certified mail, of any change in its name, ownership, location or corporate status within five days of such change. If Customer is a partnership or sole proprietorship, the undersigned authorizes Supplier to obtain and use consumer credit reports on the undersigned to evaluate current and ongoing credit worthiness.

_____ Authorized Representative (Signature)	_____ Printed Name and Title	_____ Date
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**PERSONAL GUARANTY:** As consideration for Supplier extending credit to Applicant, each individual signing below (each a "Guarantor"), jointly and severally, personally guarantee the payment of any and all obligations of Applicant to Supplier. Therefore, each Guarantor agrees to pay Supplier on demand, without offset, any sum due to Supplier by Applicant and further agrees to pay all costs of collection, including reasonable attorney's fees. This Guaranty is a continuing and irrevocable guaranty and indemnity for indebtedness of Applicant. Guarantor agrees, to the extent permitted by law, to waive the homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Supplier to proceed against Applicant. Guarantor also consents to and waives notice of any modification, amendment or extension of the terms of the Agreement or the indebtedness due from Applicant to Supplier. Guarantor authorizes Supplier to obtain and use consumer credit reports from time to time on Guarantor for the purpose of evaluating current and ongoing credit worthiness relating to the extension of business credit to Applicant. This Guaranty will not exceed \$1,000,000 and will remain in force for 10 years from date of the last purchase of Product by Customer from Supplier. Guarantor may revoke this Guaranty only by providing Supplier written notice via certified mail of its intent to revoke, but such revocation will not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications will not alter, supersede or modify this Guaranty. **Guarantor agrees that Pennsylvania law governs the interpretation of this Guaranty and that Supplier may bring suit to collect amounts due in, and Guarantor hereby consents to the jurisdiction of, Lehigh County, Pennsylvania.**

_____ Guarantor 1 (signature)	_____ Print Name	_____ Date
_____ Guarantor 2 (signature)	_____ Print Name	_____ Date