



## STANDARD TERMS AND CONDITIONS OF SALE

Acceptance of this order is expressly conditioned upon the terms and conditions contained herein, including those set forth on the reverse side, if any. Any additional or different terms or conditions set forth in Buyer's purchase order or similar communication are objected to and will not be binding upon Brook Electrical Distribution (hereafter referred to as Brook) unless specifically assented to in writing by an authorized representative of Brook management.

1. **PRICES AND TERMS** - All prices by Brook are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Buyer. All sales are made f.o.b. point of shipment; in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable.

2. **DELIVERY** - Factory shipping dates given in advance of actual shipment are estimates by the manufacturer and shall not be deemed to represent fixed or guaranteed shipping dates. Brook shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond the reasonable control or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority of other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency, or other inability to perform by the manufacturer, delay in transportation or (iii), any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. In addition to any other right which Brook may have hereunder or at law, Brook may suspend shipment of any goods for which Brook has not already received payment whenever Buyer is in default under this or any other contract of sale between Brook and Buyer.

3. **PAYMENT AND FINANCIAL CONDITION** - Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Brook, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Brook reserved the right to suspend its performance until such payment or adequate assurance of performance has been received. If payment is not made when due, Buyer agrees to pay a charge on the amount past due at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Buyer's obligation to make payment when due. In the event of default, Buyer agrees to pay Brook's reasonable attorney's fees, if any, incurred by Brook in collection of damages from Buyer.

4. **WARRANTIES** - Goods distributed by Brook are the products of reputable manufacturers. Brook shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Brook. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in the paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

5. **LIMITATION OF LIABILITY** - Brook's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Brook shall not, under any circumstances, be liable for any labor charges without the prior written consent of Brook. Brook shall not in any event be liable, whether as a result of breach of contract, warranty tort (including negligence) or other grounds, for special consequential, incidental or penal damages, including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Brook furnished Buyer with advice or other assistance, which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Brook to any liability, whether based on contract, warranty tort (including negligence) or other grounds.

6. **HAZARDOUS BUSINESS** - Unless otherwise agreed in writing by an authorized representative of Brook management, goods sold hereunder are not intended for use in connection with any nuclear facility or any other hazardous activity such as commercial or military aircraft, missile installation, space exploration or other critical applications where failure of a single component could cause substantial harm to person or property. If so used, Brook disclaims all liability for any nuclear damage, contamination or other injury and Buyer shall indemnify and hold Brook harmless from such liability whether as a result of breach of contract, warranty tort (including negligence) or other grounds. Neither Brook nor its suppliers shall have any liability to the Buyer or its insurers whether based on contract, warranty tort (including negligence) or other grounds for on-site damages to any property located at a nuclear facility.

7. **TERMINATION** - Buyer may terminate an order only by mutual agreement based upon payment to Brook of reasonable and proper termination charges.

8. **RETURNED GOODS** - No goods may be returned without the written consent of Brook, which when given, shall be understood only as (a) acceptance for credit of the goods in the same condition as they were when delivered hereunder, (b) upon the return of said goods and, (c) in addition, a minimum 25% handling charge. In no circumstance will goods made to order be accepted for return.

9. **ASSIGNMENT** - The delegation or assignment by Buyer of any or all of its duties or rights hereunder without the prior written consent of Brook shall be void.

10. **GENERAL** - All orders are subject to acceptance by management of the branch of Brook serving the Buyer. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Brook unless specifically assented to in writing by an authorized representative of Brook management. The validity, performance and all matters relating to the interpretation and effect of this agreement (including any applicable charges) and any amendment hereto shall be governed by the laws of the State of Illinois.

11. **PERSONAL GUARANTEE** - The undersigned hereby agree(s) to unconditionally and personally guarantee all payment obligations of Buyer(s) to Brook Electrical Distribution Co. in consideration for Brook's agreement to extend credit to Buyer hereunder. Brook shall have the right to proceed against both Buyer(s) and Guarantor(s) or against either, and Buyer(s) and Guarantor(s) shall be jointly and severally liable to Brook.

*Lumenelle* **ADDITIONAL TERMS AND CONDITIONS OF SALE**

12. **ORDERING:** - All orders must be in writing to avoid error and/or duplication. Telephone or verbal orders are not accepted. Purchase orders may be mailed, emailed, or faxed directly to:

**Brook Electrical Distribution Co.  
645 Heathrow Drive  
Lincolnshire, IL 60069**

Attention: **Judy**  
Email: **jruicker@brookelec.com**  
Fax: **(847) 353-6301**

13. **ESTIMATED LEAD TIMES** - Due to the custom and semi-custom nature of Lumenelle products, most lighting products are built-to-order. Please make sure that you order adequate quantities at the time the order is placed. Generally, custom orders require 4-12 weeks depending on the complexity of the product. Semi-custom products and reorders on custom products generally require 3-6 weeks. Stock Items such as bulbs, transformers, common lamp parts, etc. are generally shipped within 1 week. Lead time estimates do not include transit time. Contact Lumenelle for product status.

14. **CUSTOM AND SEMI-CUSTOM PRODUCTS** - A 50% deposit is required before beginning fabrication. Balance is due prior to delivery. Large orders/projects are billed in thirds. Concept ideas and estimates are free of charge. Designs are provided for a fee that is included in the total cost of the project.

15. **LUMENELLE GUARANTEE** - Lumenelle, Inc. guarantees the products that we manufacture to be free from defects in material and workmanship. We will repair or replace any products deemed to be defective which is returned to us by the original purchaser within one year of the purchase or delivery date, whichever is later.

16. **DISCLAIMER** - Most Lumenelle products are individually handcrafted and as a result, the color, texture, and/or finishes of the glass, acrylic, cloth, paper, or other such materials used may not be uniform from product to product. These aspects are typical of high quality "artistic" products and should not be considered defects in workmanship.

17. **SPECIFICATIONS** - All Lumenelle products are designed to exceed UL153, UL1598, and/or all UL standards applicable to the product. All Lumenelle standard products are UL or ETL listed where applicable. All specifications are subject to change without notice.

**If you have additional questions regarding Lumenelle products or services, please contact us between 8:00 a.m. and 6:00 p.m. Central Time, Monday through Friday at (815) 529-5483**



# Application for Credit

Referred by: \_\_\_\_\_ Brook Salesperson \_\_\_\_\_ Walk In \_\_\_\_\_ Advertisement Other: \_\_\_\_\_

Company Name: \_\_\_\_\_ Duns Number \_\_\_\_\_

**Complete Address (No PO Boxes):** \_\_\_\_\_

Years in Business: \_\_\_\_\_ Type of Business: Contractor  Residential  Commercial  Industrial  Other \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_

Tax Exempt Number (include copy of letter): \_\_\_\_\_

**Ownership:** \_\_\_\_\_ Check here if incorporated within the past 12 months \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

F.E.I.N. Number \_\_\_\_\_ - \_\_\_\_\_ Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**NAMES OF PRINCIPALS:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Bank Contact: \_\_\_\_\_ Account #: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_ Money Market

**REFERENCES:** Supply complete address, phone and fax number information for companies you have purchased from in the past three months. Please provide at least three trade references. **NOTE: REFERENCES MUST BE TRADE REFERENCES.**

1. Name: \_\_\_\_\_ Account # \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
2. Name: \_\_\_\_\_ Account # \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
3. Name: \_\_\_\_\_ Account # \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Check here if cash sales are in order until credit is approved. Minimum orders are \$25.00

I certify that all the information on this form is correct. Please read the attached terms and conditions. By signing below I agree to the attached terms and conditions.

(Signed) \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_