



Starbeam Lighting Solutions Credit Application

www.StarbeamLighting.com

Tel: 314.997.0077

Fax: 314.997.7630

Please send completed form to: Sales@StarbeamLighting.com

Date:		Federal Tax ID or SS#:	
Company Name:		Telephone #:	
Company/Corporate Address:		City:	State:
Billing Address: (if different)		City:	State:
Incorporated in the State of:		Years in Business:	# of Employees at Facility:
Partnership: <input type="checkbox"/> Sole Proprietorship: <input type="checkbox"/> Corporation <input type="checkbox"/>			
Markets Served: Industr. ___% Commercial ___% Residential ___%		Annual Lighting Purchases (estimate): \$	Business Type (description):
AP Contact: Name: _____		Telephone #: _____ Email: _____	Company Website:
P.O. Required on ALL Order Entries? Yes <input type="checkbox"/> No <input type="checkbox"/>		Sales Tax Status: Exempt <input type="checkbox"/> ReSale <input type="checkbox"/> Taxable <input type="checkbox"/>	ReSale #:
<i>*If Tax Exempt or ReSale, please include a copy of your certificate</i>			
Names of Authorized Buyers:		1	2
Trade References:		3	4
Name:		Telephone #	Contact Name:
Address:		Email:	
Name:		Telephone #	Contact Name:
Address:		Email:	
Name:		Telephone #	Contact Name:
Address:		Email:	
Banking References:		Telephone # and Email:	Contact Name:
Name:		Account #:	
Address:			
Notes and Terms of Contract: *If approved for credit,			
<i>the Credit Application will become a contract between the Applicant and Starbeam Lighting Solutions with regard to establishing an open Account.</i>			
1. If the Applicant's Account is delinquent, finance charges computed using a 'periodic interest rate' of 1-1/2% per month (18% per year) will be applied to Applicant's balance due. The Applicant agrees to pay and all costs of collection including Attorney fees, cost of Court, etc.			
2. The Individual(s) signing this Credit Application and Open Account Contract acknowledges that he/she will be individually liable for all balances regardless of established Credit Limit and that he/she has full authority to act as Agent for the Applicant.			
3. The Applicant authorizes Starbeam Lighting Solutions to obtain credit reports on the undersigned from time to time, as needed.			
4. Starbeam Lighting Solutions reserves the right to increase a Customer's credit limit at anytime without their consent.			
5. The Customer acknowledges & accepts the additional (attached) Terms of Sale, Designated as 'Additional Terms and Conditions of Sale'			
6. Freight charges may be incurred from time to time. Starbeam Lighting may 'Prepay and Add' as needed.			
7. There is a 3.0% handling charge for accepting payment by credit card for invoices. Cash and checks receive no such additional charge.			
Authorized Officer(s) or Principals:			
Signature: _____		Print Name: _____	Date: _____
Signature: _____		Print Name: _____	Date: _____
		Accepted by (Office only): _____	Date: _____

Additional Terms and Conditions of Sale

General: All sales to Buyer are expressly governed by the terms and conditions set forth hereinafter as well as by any included on invoices or quotations. Buyer's order or statement of intent to purchase goods, or any direction by Buyer to proceed with procurement or shipment of goods or any acceptance of payment by Starbeam Lighting Solutions (Seller) for such goods constitutes Buyer's specific and express agreement to the following terms and conditions as governing this sale. Seller will not, under any circumstances, agree or be bound by any provisions, conditions or agreements which are inconsistent with, contrary to, additional to, in lieu of, or which modify in any manner of the following terms and conditions unless an authorized officer of Seller, in writing, agrees to such provision, conditions or agreements. The validity, performance, construction and effect of these terms and conditioners shall be covered by Missouri law and any action based on a sale by Seller to Buyer shall be brought to Court located in St. Louis County, Missouri. Buyer hereby waives venue in agreeing and consenting to venue in St. Louis County, Missouri, and specifically and expressly agrees to jurisdiction of said Court.

Warranties: Seller, being solely a dealer-distributor and not a manufacturer, gives no warranty whatsoever and expressly disclaims any warranty by it, express or implied, statutory, by operation of law or otherwise, including merchantability and fitness for any particular purpose and the only warranty on any item purchased from Seller is the express warranty, if any, given by the manufacturer of the item. Buyer hereby agrees it has no right or remedy against Seller including, but not limited to claims for incidental, consequential or special damages or any cause, loss, action, claim or damage whatsoever, or injury to person or property or any consequential, economic or incidental loss arising out of or related in any way to any item purchased from Seller. Any liability of Seller to Buyer shall be limited and shall not exceed the price of the item on which such a liability is based. All items sold by Seller to Buyer are sold with all faults and Seller's sole obligation to Buyer is to use due diligence in an effort to cause the manufacturer of any item which is defective to repair or replace such item.

Advice: Any statement or advice (including but not limited to advice regarding the quantity of goods necessary for a particular job, or the suitability of a particular product for a particular use) is provided solely as a courtesy to Buyer and is not guaranteed. No such statement or advice shall subject Seller to any liability weather based on contract, warranty, tort (including negligence) or other grounds.

Direct shipments: All sales shipped from direct from the Seller's Vendor to Buyer are made F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Buyer has risk of loss after delivery at F.O.B. point. Claims of breakage, damage or loss and transit must be made to the transportation company by the Consignee.

Claims: Within five (5) days after tender of, delivery to, receipt of any shipment and before any part of the material has been changed from its original condition, Buyer shall inform Seller in writing if any material is found defective or short in any respect. Failure to inform Seller- or use of the material- shall be conclusive that the Seller has satisfactorily performed. Any claims for labor compensation from Seller or Seller's vendor must be preapproved prior to performance.

Deliveries: Shipping dates given in advance of actual shipment are estimated based on information received from Seller's Suppliers and shall not be deemed to represent fixed or guaranteed shipping dates. Delivery dates are not guaranteed and Seller shall not be liable to Buyer or the ultimate user for any claims arising from delay in shipment or delivery. If shortages should occur in Seller's supply a specific items, Seller may allocate it's deliveries.

Sales tax: The Buyer certifies that any nontaxable information provided on the credit application is true and correct.

Quotations: All quotations are subject to change without notice, unless otherwise stated in writing, in a quotation. Orders, whether or not placed on the basis of any quotation, are subject to Seller's acceptance.

Attorneys fees: In the event it is necessary for Seller to employ an attorney or attorneys or incurs other expense it may deem necessary to enforce or protect it's right hereunder or to collect damages for breach of the terms and conditions set forth herein, Buyer hereby agrees to pay Seller those attorneys fees and expenses so incurred by Seller.