



APPLICATION FOR BUSINESS CREDIT

Credit Department
440-715-1337 / 440-542-1526 (fax)

On the basis of the following data, I/we hereby apply to Energy Focus, Inc. for credit accommodations. The information below as submitted, is true and correct according to the best of my knowledge. The undersigned agrees to abide by the standard terms & conditions and personal guarantee of sales, as printed below. If you have any questions, please contact the Credit Department.

Legal Name of Business _____ Phone No. _____

TradeName _____

(Billing) Actual Location of Business _____ Fax No. _____

City/State/Zip _____ E-Mail _____

Address _____

Tax exempt or Resale ID #?

**** YOU WILL BE CHARGED SALES TAX (WHERE APPLICABLE) UNLESS THE APPROPRIATE CERTIFICATE IS FORWARDED WITH THIS APPLICATION ****

Sole Proprietorship: _____ Partnership: _____ Corporation: _____ LLC: _____

Other: _____ Division: _____ Subsidiary _____ of: _____

Principal and/or Officers:

Name / Title

A. _____

B. _____

Trade References (Name, Address, Telephone & Fax Number): *Please note credit application will not be processed without trade references.*

A. _____

B. _____

C. _____



Financial Information (Please include recent Financial Statement):

Bank _____ Phone No.: _____
 Address _____ Account# _____
 Bonding Company _____ (Contractors must complete)
 Address _____ Agents Name: _____ Bond No: _____

SEE TERMS AND CONDITIONS ON PAGE 2

TERMS & CONDITIONS AND PERSONAL GUARANTEE

1. Energy Focus, Inc. (Seller) hereby gives notice of its objection to any different or additional terms & conditions.
2. All offers to sell are made F.O.B. point of shipment. Buyer has risk of loss upon shipment from F.O.B. point.
3. Payment terms are 30 days from invoice date unless special financing has been arraigned prior to placing order.
4. Cash discounts for special items, direct shipments or negotiated jobs will be the same as the manufacturer making shipment and will be so indicated on our invoice. Any discount payments received beyond terms from the invoice date will be denied and charged back.
5. In the event Buyer does not pay when due, past due amounts are subject to service charges of 1 ½ percent per month (18% per annum) or maximum permitted by law, whichever is less.
6. All products supplied or services rendered are warranted only to the extent of each manufacturer's individual warranty. Any manufacturer warranties will be furnished upon request.
7. Seller shall not be liable for any labor or back charges other than those agreed upon in advance, between Buyer and Seller in writing. This acceptance agreement of charges must be documented and endorsed by Seller to be valid.
8. No sales representative of the seller has authority to alter, vary, or waive any of the standard terms and conditions herein.
9. In the event the account is placed in the hands of an attorney or collection agency for collection after default in payment pursuant to the payment terms set forth herein, the customer agrees to pay thirty (30%) percent of the unpaid balance due for attorneys fees, which the customer and guarantor below agree is a reasonable fee, together with applicable costs
10. Seller is not accountable or liable for delays in delivery. Factory delivery dates are the best estimates of our suppliers. In no case shall Seller be liable for any consequential, incidental or special damages arising from any delay in delivery.
11. The seller or an authorized representative of seller has my permission to contact any references or any other commercial credit agencies.
12. PERSONAL GUARANTEE – If the purchaser is a corporation, limited liability company (LLC), or any other type of business entity, then those signing this application, whether executing this agreement as an officer of the entity or not, do hereby personally guarantee payment for any and all obligations as set forth herein. In the event of the filing of a petition in bankruptcy by the purchaser, or other insolvency proceeding, Energy Focus, Inc. has the right to proceed under the terms of this personal guarantee against the undersigned guarantor.
13. The undersigned has read, understands and agrees to all of the terms and conditions stated on this Credit Application. I understand that if any portion of this Agreement is unenforceable, the remaining provisions will be enforceable. I further acknowledge receipt of a copy of this agreement. I state that I have not been coerced and that I am not signing this Agreement under any duress



I HAVE READ THE ABOVE STATEMENT AND AGREE TO THE ABOVE TERMS

Date _____ - _____ - _____ Company _____

Individual Signature _____ Print Name _____
(MUST BE AN OFFICER)

Title _____ Witness _____

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Revised 10/15/2008