

Customer Information and Terms

Thank you for your interest in opening an account with Lumishore USA, LLC, ("Lumishore"). **Please complete and sign the attached Customer Application, including the Financial Information, and return it, along with any applicable resale documentation.**

The completed Customer Application is to be submitted to Lumishore's accounting department by mail, fax, or e-mail. Mailed applications should be sent to 41698 Eastman Dr., Murrieta, CA 92562; faxed applications are to be sent to: 941-296-7658; and e-mailed applications are to be sent to: accounting@lumishoreusa.com.

Lumishore will process your application as quickly as possible. The time frame to establish your account will depend primarily upon the completeness and accuracy of the information on the Customer Application. The establishment of terms will depend on the timing of receipt of responses from trade references.

Once the application process is complete, Lumishore will provide notification by fax or e-mail. Nothing contained in this process guarantees that you or the applicant company will be approved as a Customer, or that credit terms will be offered for purchasing product.

SALES TAX:

If your business is located in the state of Florida, or you do business in Florida and purchase product for resale in Florida, Lumishore must receive a completed, signed Resale Certificate.

PAYMENT OPTIONS:

Once your application for credit is approved, you will be notified of your payment terms.

FINANCE CHARGES:

If an open account is established, and if such account is not paid within established terms, Customer will be charged interest at a rate of 1.5% per month, or the maximum allowable by law, whichever is less. If an account is not paid pursuant to terms, at Lumishore's sole discretion, credit may be suspended or revoked and/or the Customer rights terminated.

If collection action is necessary, Customer agrees to pay all costs of collection, including legal fees and court costs.

RETURNED CHECKS:

All returned checks will be subject to a \$25.00 processing fee and any returned check may result in cancellation of credit terms, and/or Customer rights.

WARRANTY:

Lumishore Limited warrants its products to be free from defects in workmanship and materials for a period of two (2) years starting from the date of original purchase. Misuse, abuse, improper installation by unqualified personnel, unauthorized repair or modification will void this warranty. For the avoidance of confusion, non-compliance with all installation and maintenance instructions above constitute non-conformance with warranty terms. Should your Lumishore product be defective during this period, please contact Lumishore in the first instance you become aware of the defect.

RETURN POLICY: Lumishore, subject to specific conditions, has a 30 day return policy. All items to be returned must meet the following conditions:

- A prior authorization from Lumishore is required. Contact Lumishore for an RMA at RMA@lumishoreusa.com.
- Any item being returned must be in new, complete, and salable condition, and must be in its original container.
- A copy of Lumishore's original invoice must be included with any return.
- All returns will be subject to a 15% restocking fee.

Lumishore is not responsible for freight on any return.

Customer Information and Terms *(continued)*

SHIPPING AND HANDLING:

All costs of shipping, including freight, handling and insurance, are the Customer's responsibility. Such charges will be based upon common carrier rates. All packages will be shipped UPS without insurance, unless specified at the time of purchase, or noted on the P.O. Any product shipped without insurance will be at Customer's risk of loss. **It is Customer's responsibility to refuse to accept any item that arrives damaged.** Lumishore, at its sole discretion, will determine whether Lumishore or Customer is responsible for filing a claim with UPS for any lost or damaged items.

DROP-SHIPMENTS:

Lumishore will drop-ship items to any address via UPS. Drop-shipments will only be made on a pre-payment basis, paid prior to shipping, unless Customer has open terms and Customer's account is in good standing. There is a \$25.00 drop ship fee in addition to any freight charge.

In the event that Lumishore USA, LLC should provide any drop-shipping services, sales tax on the retail price will be added, unless Customer provides proof that such shipment is exempt, in which case Customer will indemnify and hold Lumishore harmless if it is later determined that such shipment was not exempt from collection of sales tax.

MAP POLICIES:

Some of Lumishore's products have a Minimum Advertised Price (MAP). Customers must adhere to any stated MAP pricing, which means that a Customer may not advertise any MAP item for less than the MAP price. This policy applies to all forms of advertising, including: mailings, catalogs, and any and all other use of any advertising media, including, but not limited to, the Internet or any other electronic network. Failure to follow Lumishore's MAP policy may result in termination of Dealership rights.

WHOLESALE MAP POLICIES:

Some of Lumishore's products have a Wholesale Minimum Advertised Price (Wholesale MAP). Customers must adhere to any stated Wholesale MAP pricing, which means that a Customer may not advertise any Wholesale MAP item for less than the Wholesale MAP price. This policy applies to all forms of advertising, including: mailings, catalogs, and any and all other use of any advertising media, including, but not limited to, the Internet or any other electronic network. Failure to follow Lumishore's Wholesale MAP policy may result in termination of Wholesale Dealership rights.

Dealer Application

I/WE herewith make application to LUMISHORE USA (hereinafter "Vendor") for credit, or an increase or reconfirmation of our existing account. The undersigned gives and grants Vendor permission to verify or re-verify all information stated herein at any time. I/WE hereby agree that all credit granted and/or extended shall be paid timely in accordance with the Vendor's set terms. **PLEASE COMPLETE ALL SECTIONS.** Send completed form to: accounting@lumishoreusa.com.

Company Information:

Company Name _____ [] Corporation [] LLC [] Partnership [] Sole Ownership
 DBA Name _____ Federal Tax ID _____ Business Type _____
 Bill to Address _____ City _____ State _____ Zip Code _____
 Phone _____ Fax _____ Main Email _____ [] Use e-mail for news/specials
 Ship to Address _____ City _____ State _____ Zip Code _____
 Years in Business # _____ Amt of Credit Desired \$ _____ Do you have a Retail Storefront/Dealership/Boatyard? _____
 Web Address _____ % sales from site? _____

Financial Information:

Bank _____ Acct# _____ City _____ State _____ Phone _____
 Contact _____ Bank Credit Line _____ Secured: [] Yes [] No Type _____
 Has applicant or any owners, principles, members, officers, or directors ever filed a voluntary petition for bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? [] Yes [] No If yes, please explain _____

Trade References:

Name _____ City _____ State _____ Zip Code _____ Phone _____ Email _____
 Name _____ City _____ State _____ Zip Code _____ Phone _____ Email _____
 Name _____ City _____ State _____ Zip Code _____ Phone _____ Email _____
 Name _____ City _____ State _____ Zip Code _____ Phone _____ Email _____

Company Contact Information:

Co. Principal _____ Title _____ Phone _____ Email _____
 Sales Contact _____ Title _____ Phone _____ Email _____
 AP Contact _____ Title _____ Phone _____ Email _____
 Please specify preferred method of invoice delivery: [] Email [] Fax
 Please specify preferred method of statement delivery: [] Email [] Fax

Agreement (must be signed by Owner, Partner or Officer Only):

The undersigned hereby certifies that the information provided on this Customer Application and Financial Information is true and correct. The undersigned represents that the undersigned has read the Customer Information and Terms in the cover letter, and on behalf of Customer, agrees to be bound by such terms and conditions contained in the Customer Information and Terms cover letter. The undersigned represents and warrants that they have the authority to bind the Customer.

Signature _____ Title _____
 Print Name _____ Date _____

FOR LUMISHORE OFFICE USE ONLY:

CUST# _____ Date Rcvd _____ Cust Since _____ Terms or Limit Increase Request?: [] Yes [] No
 Initial Terms _____ Terms _____ Sales Rep _____ Class _____
 Initial Limit _____ Limit _____ Resale on file _____