



Select
NEW ACCOUNT REQUEST

It's Easy To Reach Us...

Phone: 1.800.225.5278

Fax: 1.800.206.0035

Website: www.universalballast.com

Email: webmaster@universalballast.com

Universal Lighting Technologies, Inc.
26 Century Blvd., Suite 500
Nashville, TN 37214-3683

For Technical Engineering Services (TES), application support and warranty information, call 1.800.BALLAST. All specification information is subject to change without notification.

© 2007 Universal Lighting Technologies, Inc.



UNIVERSAL LIGHTING TECHNOLOGIES AUTHORIZED DISTRIBUTOR GUIDE

Universal Lighting Technologies, Inc. is the global leader in lighting ballasts. We manufacture the industry's most comprehensive line of lighting ballasts including: magnetic, electronic, dimming, compact, HID and sign. Our products feature the latest in technology and innovation that help provide our customers with dramatic energy savings, superior design flexibility and improved performance and reliability. We utilize innovative manufacturing programs and processes to ensure our products meet your stringent requirements. Our engineering resources develop and pursue advanced technology and innovation for our products. In fact, we are introducing new products everyday. Our new family of ballasts feature installer-friendly universal input voltage which ensures you have the right ballast on hand every time and helps reduce inventory requirements by up to 50%. New, lightweight designs incorporate the same wiring and mounting footprints to facilitate new installations or simplify replacements. Unique, low profile designs make challenging fixture applications and ballast installations a snap.

Universal Lighting Technologies, Inc. provides outstanding service and delivery with the dedicated team of professional customer service representatives. They are always ready to take your call or answer your questions. Our Technical Engineering Services (TES) organization is renowned for its reputation of unsurpassed quality in providing customer solutions to everyday lighting issues by simply calling 1-800-BALLAST.

With over fifty years in the lighting business, our products feature the trusted brand names of Universal® and Triad® that equate to quality, reliability and performance right out of the box. Universal Lighting Technologies, Inc. is uniquely positioned to be the lighting leader for the new millennium. With new marketing and support programs for our distributors, we are the one source for all of your lighting needs.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

Universal Lighting Technologies, Inc., is hereinafter referred to as "Seller" and the purchaser is hereinafter referred to as "Buyer." Any order that contains terms and conditions in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance is made in writing by Seller, and failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor as acceptance of any such provisions. Seller is not responsible for typographical or written errors made in any quotations, orders or publications and all such errors are subject to correction.

2. SHIPMENTS

All shipments of ballasts will be made F.O.B. Point of Shipment. Freight will be allowed on orders in excess of \$500 to all points within the United States and \$1,000 to all points within Canada, provided Universal Lighting Technologies selects the method and routing of the shipment. If the purchaser specifies a manner or routing of shipment different from that determined by Universal Lighting Technologies, we will comply but ship product freight collect. If Universal Lighting Technologies chooses to split shipments on a single order of more than \$500, the freight charges will still be paid by Universal Lighting Technologies. Any Universal Lighting Technologies products may be combined in one shipment to meet minimum freight weight or dollar requirements. Shipment of plus or minus five (5) percent of order quantity will be considered to have completed the order and Buyer agrees to pay the unit price for the quantities shipped. Purchase orders containing penalty clauses for failure to meet shipment schedules are not acceptable unless specifically approved in writing by an officer of Seller. Prices quoted provide for standard packing for domestic shipment only. Buyer agrees to pay the charges for special packing if it is required for domestic shipment or export shipment.

3. DELIVERY

The promised delivery date is the best estimate of the time when the products will be shipped by Seller. Seller assumes no liability for loss of profits, special, incidental or consequential damages due to delays. Universal Lighting Technologies assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be indicated by a notation made by the carrier's agent on the delivery receipt before the receipt is signed. The notation must clearly specify the extent of loss, shortage or damage.

4. INSPECTION AND ACCEPTANCE OR REJECTION

All products are subject to inspection by Buyer upon delivery and, unless Seller is advised to the contrary in writing within thirty (30) days after delivery, the products will be deemed to have been accepted as conforming with the requirements of the contract and free from all discoverable defects.

5. DISTRIBUTION RETURN POLICY

ULT Select Distributors:

With Universal Lighting Technologies authorization, Buyer may be permitted to return products in accordance with Universal Lighting Technologies' published Return Policy Number: PL-101 dated April 4, 2007. One (1) return per year of standard product for credit with offsetting order of equal or greater value not to exceed 3% of the previous year's purchases. Any other returns are subject to a minimum 25% or \$25 restocking charge, whichever is greater. Discontinued, made-to-order or custom product is not returnable.

One Source Select and Freight Source Select Distributors:

Two returns per year of standard product totaling no more than 5% previous years purchased values when placed with an order of equal value are permitted. Discontinued, made-to-order or custom product is not returnable. Returns resulting from a Universal Lighting Technologies, Inc. error will require an approved RMA form, which must be requested within 30 days of shipment. These will not be subject to restocking fees or freight charges. Please contact your Customer Service Representative to obtain a return authorization.

ANY WAIVER OR REDUCTION OF THE RESTOCK FEE OR CUSTOMER PAID FREIGHT ON CUSTOMER REQUESTED RETURNS MUST BE APPROVED BY THE VP OF DISTRIBUTION SALES OR EXECUTIVE VP OF SALES—NO EXCEPTIONS.

6. PRICE

Quotation prices are firm for thirty (30) days from the date of the quotation, unless specifically stated to the contrary as part of a particular price quote, and are subject to change without notice after the expiration of this thirty (30) day period. Any variations in quantity specified and/or rate of delivery may necessitate a revision in price. Unless otherwise stated as part of price quote, all prices are F.O.B. factory.

7. DISTRIBUTION CLAIMBACK POLICY

The Universal Lighting Technologies, Inc. Claimback Form is to be made available to Universal Lighting Technologies, Inc. Customers for use with applicable transactions. Claimbacks for products invoiced by Universal Lighting Technologies, Inc. at stock pricing will require the proper documentation to be processed prior to credit being issued by Universal Lighting Technologies, Inc.

A Completed Universal Lighting Technologies, Inc. Customer Claimback Form

B Copy of Customer shipping document to the job or contractor location OR a copy of Customer invoice verifying sale of product to contractor (pricing may be marked out as Universal Lighting Technologies, Inc. has no need for this information)

*Note: Many Customer's monthly printouts/files that incorporate claimback information will satisfy the Universal Lighting Technologies, Inc. documentation requirement. Acceptance must be verified prior to submission.

Claimbacks that are not accepted by Universal Lighting Technologies, Inc. will be charged back to the Distributor's account, due for immediate payment. This category will include those claimbacks made without our quote number referenced and /or satisfactory supporting documentation and those that are for Customer shipments made after expiration date of the quote. Good accounting practices mandate claimbacks be made within reasonable periods of time.

Orders invoiced by Customer

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Must be claimed back to Universal by:

June 30

September 30

December 31

March 31

Periodic field audits may be conducted by Universal Lighting Technologies, Inc. to insure that quotes are being properly utilized.

A Universal Lighting Technologies, Inc. will provide notification to the customer and the responsible Universal Lighting Technologies, Inc. salesperson one to two weeks prior to the audit.

B At the customer location, the Universal Lighting Technologies, Inc. auditor will secure proof of the legitimacy of the quote by verifying shipment support in the form of invoices or bills of lading and will confirm that the quantities, by part number shipped, support the Customer claimback.

All ballasts will be billed at prices in effect at time of shipment and, subject to change without notice, at a minimum billing charge of \$100 net plus transportation charges.

8. PAYMENT

The terms of payment for all orders are 2% thirty (30) days net 45 days (from date of invoice). If, in the judgement of Seller, the financial condition of Buyer at any time does not justify continuation of manufacture, or shipment on the payment terms specified, Seller may require full or partial payment in advance. If shipments are delayed by Buyer, payment dates will nevertheless be computed from the date on which Seller is prepared to make shipment. If payment is received and discount deducted on an invoice or invoices outside of the earned discount period, Universal Lighting Technologies will charge back the unearned discount and Buyer will be liable for immediate repayment. Additionally, a service charge will, without prejudice to any other rights of Seller to demand immediate payment, be added to Buyer's account in the amount of 1.5% per month (or whatever is maximum allowable in the state in which the Buyer is located) on the unpaid past due balance. In the event it becomes necessary to place Buyer's account with a collection agency or attorney, Buyer agrees to pay all cost and reasonable attorney's fees. Buyer further agrees that this is a Tennessee contract construed according to Tennessee law and that any litigation between the parties to this agreement will be exclusively within Tennessee jurisdiction unless otherwise chosen by Universal Lighting Technologies.

9. TAXES

Seller's prices do not include any federal, state or local property, sales, use, excise or similar tax. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise or similar tax imposed due to the sale or products or services shall be paid by Buyer unless Buyer furnished an acceptable tax exemption certificate in advance to Seller.

10. CATALOG ITEMS

Seller reserves the right to change the prices, discontinue, modify or alter any and all catalog items at any time without notice. Should such cancellation, modification or alteration prevent the delivery of all or part of any order, Seller will be excused from further delivery.

11. TITLE AND RISK OF LOSS

Title and risk of loss to the products supplied hereunder shall pass to Buyer at the F.O.B. shipping point.

12. WARRANTY

If it appears within the specified warranty period that any Universal Lighting Product does not meet the published warranty period, Universal, will provide a replacement lighting product. Universal extends this limited warranty to the original or first end-user purchaser only. This warranty is conditional based upon proper storage, installation, use and maintenance. This warranty is not applicable to, and Universal makes no warranty whatsoever with respect to, any Lighting Product not installed and operated in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratories, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). Nor is this warranty applicable to any Lighting Product which has not been installed and operated in accordance with Universal's specifications and connection diagrams or Lighting Products which have been subjected to abnormal operating conditions. This includes, but is not limited to, excessive temperatures as specified in Universal's published literature. The conditions for any tests (to be) performed on Lighting Products which are claimed to have not performed in accordance with the terms of the warranty shall be mutually agreed upon in writing and Universal may be represented at any such tests.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.

The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed. Warranty claims are to be made in accordance with Universal's published Warranty Service Program which is available upon request. This warranty sets forth Universal's obligations and responsibilities regarding its Lighting Products and is the exclusive remedy available to the claimant.

LIMITATIONS OF LIABILITY. Under no circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, will Universal be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute product, facilities or services, down time costs or claims of claimant's customers. Universal's liability for all claims of any kind or for any loss or damages arising out of, resulting from or concerning any aspect of this warranty or from the Lighting Products or services furnished hereunder, shall not exceed the price of the specific Lighting Product which gives right to the claim, except in accordance with Universal's Technical Engineering Service (TES) Program.

STATE LAW RIGHT. Some states do not allow the exclusion or limitation of consequential or incidental damages or the duration of time for an implied warranty. Therefore, the limitations or exclusions of consequential or incidental damage and implied warranties may not apply to certain claimants. This warranty provides the claimant with specific legal rights and claimants may have other rights that vary from state to state.

13. PATENT INDEMNITY

Seller agrees to defend any and all actions brought against Buyer based upon a claim that the products furnished constitute an infringement of U.S. Letters Patent, and Seller agrees to pay all damages and costs finally adjudged against Buyer in such action on such charges for infringement, provided that: Buyer has given Seller prompt written notice of the action with full authority to handle its defense at Seller's expense and Buyer has rendered such assistance in defense of the action, as reasonably requested by Seller. Seller also reserves the privilege, if it wishes, to furnish products modified to avoid the alleged infringement, at the prices specified. Effective date: July 8, 1996.

14. CHANGES

For each Buyer requested product change, if approved by Seller, Seller will charge for all costs (\$100 minimum) necessary to make the change. These costs include, but are not limited to, engineering, drafting, order processing, tooling, hardware, re-work and scrap. In addition, any increase in the product price, caused by a product change, shall be charged to Buyer and Buyer agrees to pay same.

15. CANCELLATION AND RESCHEDULING

Cancellation

A Cancellation of an order for a standard product whose value exceeds \$10,000, within two weeks of the original Universal Lighting Technologies, Inc. promised ship date of that product would be subject to prior approval of the appropriate Universal Lighting Technologies, Inc. Inventory and Sales Managers. The representative without approval can cancel any line item for a standard product that is valued LESS THAN \$10,000 AND/OR is more than two weeks from the original Universal Lighting Technologies, Inc. promise date. If a customer wishes to cancel any line item, standard product, valued OVER \$10,000 AND/OR within two weeks of the original Universal Lighting Technologies, Inc. promise date, the Regional Sales Manager must get approval.



B If an order for a custom product or a make to order product is canceled within 4 weeks of the original Universal Lighting Technologies, Inc. promised ship date of that product, Universal Lighting Technologies, Inc. will apply a cancellation fee. Specific charges will vary, depending on the involved model, quantity, status, and number of unique components (if any). The Regional Sales Manager without approval can cancel any item for custom or make to order product that is valued LESS THAN \$10,000 AND/OR is more than four weeks from the original Universal Lighting Technologies, Inc. promise date. If a customer wishes to cancel any line item, custom or make to order product, valued OVER \$10,000 AND/OR within four weeks of the original Universal Lighting Technologies, Inc. promise date, the Regional Sales Manager must get approval.

Re-Scheduling

A Any line item, on any order, may be rescheduled by a Universal Lighting Technologies, Inc. Customer one time, for later shipment, by as much as four weeks.

B Subsequent reschedules or reschedules beyond four weeks of that line item may be permitted, but will be subject to prior approval of the appropriate Universal Lighting Technologies, Inc. Inventory and Sales Managers.

16. DELAY

Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments. If Buyer delays shipment after completion of the products ordered by Buyer, title will pass to Buyer, and Seller will issue an invoice. Storage and handling costs will accrue to Buyer's account until shipment is made.

17. FORCE MAJEURE

In the event either party is prevented from performing this contract by circumstances beyond its control, and without its fault, including without limitation, strikes, lockouts, fire, explosion, flood, acts of God, acts of Buyer or its representatives, war or other hostilities, riot or other civil commotion, embargoes or other governmental acts, orders or regulations, breakdown of machinery, and inability to obtain shipping facilities or supplies, the obligation of Seller to deliver and the obligation of Buyer to accept delivery of products or services hereunder during the period of such disability shall be suspended and the products or services so affected shall by mutual agreement either be eliminated from this contract without liability to either party or reasonable extensions of the time for performance will be granted.

18. EQUAL OPPORTUNITY EMPLOYER

Seller reaffirms its policy of non-discrimination against any employee or applicant for employment based on race, creed, religion, color, age, sex or national origin. Seller also complies with applicable requirements of Executive Order 11246, as amended, and all applicable regulations thereof.

19. FAIR LABOR STANDARDS ACT

Products to be furnished or services to be rendered hereunder will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended on the date hereof, and in compliance with all applicable regulation orders of the Administrator of the Wage and Hour Division issued under this Act.

20. GOVERNMENT CONTRACTS

In the event this order is for products or services to be furnished by Buyer under any government contract or purchase order, Seller shall have all rights of Buyer that are available to Buyer under such government contract or purchase order, whether or not Buyer is a prime contractor or supplier to the government or is a subcontractor at any tier.

21. GOVERNING LAW

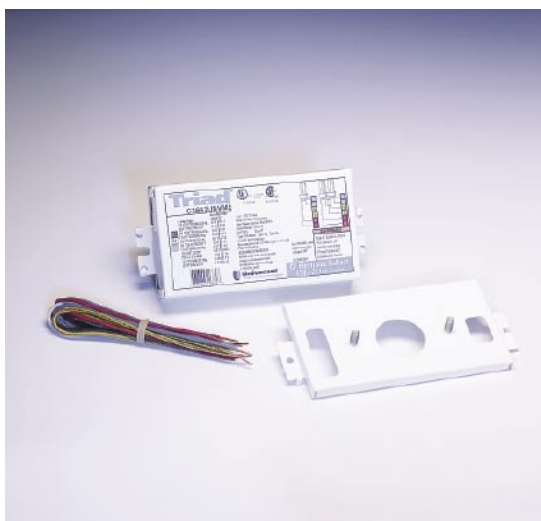
The contract will be governed by and construed according to the laws of the State of Tennessee.

22. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between Seller and Buyer with reference to the subject matter hereof.

23. REVISIONS

Universal Lighting Technologies reserves the right to revise or amend any or all items contained herein.



DISTRIBUTOR DEFECTIVE RETURN GOODS POLICY [RGA]

Requests for all defective returns must be pre-authorized by filing your warranty claim at www.universalballast.com. Click on the Tech. Support link to open the web page. Follow the "click here" link to the Warranty Claims Service.

The following information is required to process your request:

- Distributor city/state
- Person and company address to whom the defective RGA will be issued, including phone, fax numbers, and email
- Quantity, ballast catalog number and date code of each defective product
- Select the appropriate box for credit or replacement if required
- Select the appropriate box for ship to when requesting replacements
- Leads are no shorter than six inches from ballast can

Freight: All costs for return shipments will be paid by Universal Lighting Technologies, provided the specified shipper is utilized as shown on the defective RGA form. Collect shipments will be specified for shipments in excess of seventy-five pounds. Shipping charges for UPS prepaid by the Distributor of seventy-five pounds or less will be reimbursed upon receipt of shipping invoice referencing the defective RGA number. Defective ballasts that are replaced but not returned will be billed back with a 15% handling charge for invoice processing.

Revised: 4/04/07

Policy Number: PC-102

RETURN MATERIALS AUTHORIZATION [RMA]

FOR

AUTHORIZED UNIVERSAL LIGHTING TECHNOLOGIES DISTRIBUTORS

In an effort to help our distributors grow business and provide customers with their product needs, Universal Lighting Technologies provides distributors with one (1) return of stock product during a twelve-month period to balance their stock inventories.

All returns are subject to the following conditions:

- An approved RMA must accompany every return
- One (1) return or stock product per year for credit with an offsetting order of equal or greater value not to exceed 3% of the previous year's purchases
- Freight charges are prepaid by distributor
- Any other returns are subject to a minimum 25% or \$25 restocking fee, whichever is greater
- Discontinued, made-to-order or custom product is not returnable
- Returned product must be of current manufacture (produced in past twelve months), unused, salable and in original cartons. In addition to restocking fees, if any, all costs incurred by Universal Lighting Technologies to put product in condition for resale will be charged to the distributor

Returns resulting from a Universal Lighting Technologies error will require an approved RMA form, which must be requested within thirty (30) days of shipment. These will not be subject to restocking fees or freight charges. Please contact your Authorized Universal Lighting Technologies Sales Agent or consult the website for an RMA form.

Revised: 4/04/07

Policy Number: PL-101

UNIVERSAL LIGHTING TECHNOLOGIES LIMITED WARRANTY

Universal Lighting Technologies Inc., 26 Century Blvd., Suite 500, Nashville, TN 37214-3683, 1-800-BALLAST, (hereinafter called "Universal") warrants to the purchaser that its lamp ballasts and neon transformers, (hereinafter called "Lighting Products"), will be free from defects in material and workmanship for the specified warranty periods beginning from the date of manufacture.

TRIAD Electronic Fluorescent Ballasts	up to 60 Months*
Universal, Energy Saving Electromagnetic Fluorescent Ballasts	36 Months
AddressPro, SuperDim, and DaliPro Ballasts	36 Months
Standard Universal Electromagnetic, Fluorescent & H.I.D. Ballasts	24 Months
E-Tensity Electronic HID Ballasts	36 Months
Universal Sign Ballasts	24 Months
MAX-3 Series Sign Ballasts	36 Months
Basic-12 and Homestar Electronic Ballasts	36 Months

*Consult individual product information sheets at www.universalballast.com for specific warranty information.

If it appears within the specified warranty period that any Universal Lighting Product does not meet the warranty specified above, Universal will provide a replacement lighting product. Universal extends this limited warranty to the first end-user purchaser only. This warranty is conditional based upon proper storage, installation, use and maintenance.

This warranty is not applicable to, and Universal makes no warranty whatsoever with respect to, any Lighting Product not installed and operated in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratories, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). Nor is this warranty applicable to any Lighting Product which has not been installed and operated in accordance with Universal's specifications and connection diagrams or Lighting Products which have been subjected to abnormal operating conditions. This includes, but is not limited to, excessive temperatures as specified in Universal's published literature. The conditions for any tests (to be) performed on Lighting Products which are claimed to have not performed in accordance with the terms of the warranty shall be mutually agreed upon in writing and Universal may be represented at any such tests.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD. The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed. Warranty claims are to be made in accordance with Universal's published Warranty Service Program which is available upon request. This warranty sets forth Universal's obligations and responsibilities regarding its Lighting Products and is the exclusive remedy available to the claimant.

LIMITATIONS OF LIABILITY. Under no circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, will Universal be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute product, facilities or services, down time costs or claims of claimant's customers. Universal's liability for all claims of any kind or for any loss or damages arising out of, resulting from or concerning any aspect of this warranty or from the Lighting Products or services furnished hereunder, shall not exceed the price of the specific Lighting Product which gives right to the claim, except in accordance with Universal's Technical Engineering Service (TES) Program.

STATE LAW RIGHT. Some states do not allow the exclusion or limitation of consequential or incidental damages or the duration of time for an implied warranty. Therefore, the limitations or exclusions of consequential or incidental damage and implied warranties may not apply to certain claimants. This warranty provides the claimant with specific legal rights and claimants may have other rights that vary from state to state.

SALES & USE TAX EXEMPTION CERTIFICATE

For the State of: _____

Sales and Use Tax #: _____

Issued to "Seller": **Universal Lighting Technologies, Inc.**

Address: **26 Century Boulevard, Suite 500**

City: **Nashville** State: **TN** Zip: **37214-3683**

The undersigned ("Purchaser") hereby certifies that all tangible personal property purchased from the above Seller shall be for resale, further processing, manufacturing, or conversion into articles of tangible personal property for resale.

This certificate shall remain in force until revoked in writing.

Firm Name: _____
(Purchaser)

Address: _____

City: _____ State: _____ Zip: _____

Nature of Business: _____ Wholesaler _____ Retailer _____ Manufacturer

Description of products purchased from Seller: **Lighting Ballasts**

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Purchaser's Name: _____ Date: _____

By: _____ Title: _____
(Authorized Signature)

REQUIRED

CONFIDENTIAL NEW ACCOUNT APPLICATION
FOR ELECTRICAL DISTRIBUTOR CUSTOMERS
COMPLETE BOTH SIDES/PAGES



EXACT FIRM OR BUSINESS NAME: _____

Address (Street) _____

City _____ State _____ Zip Code _____

Billing Address (if different from above) Street _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____ Email _____

Is Building Owned ___ Rented ___ Name of Mortgage or Lease Holder _____

Years in Business _____

TYPE OF COMPANY:

Corporation _____ State Chartered _____ Date _____

Partnership _____ Date Started (under present ownership) _____

Proprietorship _____ Date Started (under present ownership) _____

PRINCIPALS / OWNERS OF BUSINESS:

Corporation: Type of Corporation (Regular, Sub-Chapter "S", Limited Liability, etc.) _____

President _____ Chief Financial Officer _____

Partnership: Type of Partnership (General, Limited, etc.) _____

Name _____ Email _____

Name _____ Email _____

Name _____ Email _____

Proprietorship _____

Name _____ Email _____

BANK REFERENCE:

Name _____ Account No. _____

Address _____

City _____ State _____ Zip Code _____

Person to Contact _____ Phone _____ Fax _____

Tax Exempt No. _____ Federal Tax I.D. No. _____

COPIES OF SALES TAX EXEMPT CERTIFICATE MUST BE SENT WITH THIS APPLICATION

COMPLETE REFERENCE INFORMATION AND SIGN WHERE INDICATED ON BACK/PAGE 2.

Territory _____ Sales Agency _____ Salesperson _____



MAJOR SUPPLIERS GRANTING CREDIT TO YOUR BUSINESS:

Name _____ Phone _____ Fax _____
Address _____ City _____ State _____ Zip Code _____
Credit Line _____ Year Account Opened _____ Products Purchased _____
Secured ___ Yes ___ No Email _____

Name _____ Phone _____ Fax _____
Address _____ City _____ State _____ Zip Code _____
Credit Line _____ Year Account Opened _____ Products Purchased _____
Secured ___ Yes ___ No Email _____

Name _____ Phone _____ Fax _____
Address _____ City _____ State _____ Zip Code _____
Credit Line _____ Year Account Opened _____ Products Purchased _____
Secured ___ Yes ___ No Email _____

The Applicant hereby authorizes the bank and listed suppliers to release to Universal Lighting Technologies, Inc. all information requested. It is understood that all information will be kept confidential by Universal Lighting Technologies, Inc.

Authorized Signature _____ Date _____

Title _____

Name of Individual Responsible for Accounts Payable _____

Phone _____ Fax _____ Email _____

Estimated Monthly Purchases or Yearly Purchases \$ _____

Are you a member of a Buying Group? ___ Yes ___ No If yes, please list _____

TERMS: Upon evaluation and approval by our Credit Department, a credit availability may be established for your company. All payments to Universal Lighting Technologies, Inc. will be made in accordance with the terms printed on Universal Lighting Technologies, Inc. invoices. A charge of 1 1/2% per month (or whatever is the maximum allowable in the state the debtor is located) will be charged on all past due invoices. Universal Lighting Technologies, Inc. may increase, decrease, or terminate any credit availability at any time within its sole discretion.

In the event it becomes necessary to place this account with a collection agency or attorney, debtor agrees to pay all costs and reasonable attorney fees. Debtor further agrees that this is to be a Tennessee contract to be construed according to Tennessee law and that any litigation between parties to this agreement will be exclusively within Tennessee jurisdiction unless otherwise chosen by Universal Lighting Technologies, Inc.

The undersigned acknowledges that credit will not be granted until this application has been approved by the Corporate Office of Universal Lighting Technologies, Inc. By applying for credit, being accepted and signing this application, the undersigned agrees to all of the above terms and conditions. WARRANTY-SEE ATTACHED

Date _____ Authorized Signature _____

Title _____ Print Name _____

THIS APPLICATION MUST BE ACCOMPANIED BY YOUR MOST RECENT FISCAL YEAR END FINANCIAL STATEMENT FOR THE CONFIDENTIAL USE OF THE UNIVERSAL LIGHTING TECHNOLOGIES, INC. CREDIT DEPARTMENT. ANY ALTERATION OR DELETIONS WILL RENDER THIS APPLICATION UNACCEPTABLE. PLEASE RETURN TO YOUR LOCAL UNIVERSAL LIGHTING TECHNOLOGIES SALES REPRESENTATIVE.

Replaces All Previous Universal Lighting Technologies, Inc. Credit Applications
Effective 04/07.



UNIVERSAL LIGHTING TECHNOLOGIES AUTHORIZED DISTRIBUTOR AGREEMENT

COMPLETE BOTH SIDES/PAGES

THIS AGREEMENT is between Universal Lighting Technologies, Inc., a Delaware Corporation and

Name _____ Date _____

Address _____ City _____ State _____ Zip Code _____

(List multiple locations on separate sheet.)

This Universal Lighting Technologies Authorized Distributor Agreement emphasizes simplicity in ordering and stocking Universal Lighting Technologies ballasts and promotes the full understanding of the buyer/seller relationship between Universal Lighting Technologies and appointed distributors.

Products Covered

Universal Lighting Technologies reserves the right to exclude certain products from this agreement.

Appointment of Authorized Distributors

Universal Lighting Technologies practices the policy of selective distribution, appointing a limited number of non-exclusive distributors within an established market area. The number of authorized distributors appointed by Universal Lighting Technologies depends upon the size and commercial density of the trading area and the market segments an authorized distributor is successful in penetrating.

Each Authorized Distributor is expected to maintain adequate facilities and sufficient financial strength to service the market. Each authorized distributor also agrees to aggressively market the Universal Lighting Technologies product line.

Distributor Qualifications

Authorized Distributors will be selected and retained on the basis of their ability to properly cover a market area.

The Universal Lighting Technologies Authorized Distributor must actively market and sell Universal Lighting Technologies ballasts products.

Qualifications include:

- A. Commitment to promote Universal Lighting Technologies ballast products
- B. Quality reputation in dealing with their customers
- C. Past growth and potential for growth
- D. Compatible and/or complimentary product lines
- E. Financial Stability

Growth Plan

Both parties shall agree upon a set of sales objectives for each year, covering expected annual sales and support requirements for the next fiscal year. Such agreement shall be in writing and shall continue from year to year, unless revised. Sales objectives are subject to periodic review and revision.

Terms and Condition of Sale

All transactions are subject to Universal Lighting Technologies standard terms and conditions of sale. These may be revised by Universal Lighting Technologies at any time. A copy of Universal Lighting Technologies current standard terms and conditions of sales are available upon request.

COMPLETE INFORMATION AND SIGN WHERE INDICATED ON BACK/PAGE 2.

Duration and Termination

This Agreement shall be effective on _____ and shall remain in effect unless otherwise terminated as provided herein. Either party may terminate this Agreement without cause upon (30) days written notice. Both parties agree that neither shall be liable to the other for damages of any kind by reason of termination. This Agreement may be immediately terminated for cause, which may include breach of this Agreement and non-attainment of sale objectives.

Warranty

Universal Lighting Technologies warrants its products to be free from defects in materials and workmanship for the period identified in Universal Lighting Technologies Warranty Policy. This warranty does not cover damages resulting from external causes such as abuse, misuse, or acts of God. The liability of Universal Lighting Technologies to the Distributor under this warranty shall be limited to the replacement of ballasts, or the refund of their purchase price, at the option of Universal Lighting Technologies. In no event shall Universal Lighting Technologies be liable under this Agreement, or under any sale made pursuant to this Agreement, for special, indirect incidental or consequential damages. A copy of Universal Lighting Technologies present warranty policy is available upon request.

Approval

This Agreement shall not be effective or be binding on Universal Lighting Technologies, Inc., until signed by an authorized Universal Lighting Technologies representative.

Distributor

Universal Lighting Technologies, Inc.

Name of Distributor Organization

Location

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date