



ACCOUNT APPLICATION

COMPANY INFORMATION

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Company Website: _____

ACCOUNTING INFORMATION

Accounting Contact: _____

Accounting Phone: _____

Accounting Email: _____

Resale ID Number: _____
(Attach a copy of your certificate)

PURCHASING INFORMATION

Purchasing Contact: _____

Purchasing Phone: _____

Purchasing Email: _____

PRINCIPAL OWNER(S)

Name(s): _____

Position(s): _____

Phone: _____

CREDIT REFERENCE

Company Name: _____

Company City/State: _____

Account Number: _____

Company Phone: _____

Please include a copy of your company's bank reference information with your application.

How did you learn about EmeryAllen? _____

By signing below, I acknowledge all the above provided information to be true and correct to the best of my knowledge. I understand that the above information will remain confidential. I hereby give authorization to EmeryAllen, LLC to obtain information from the above stated references. By signing below, I have read, agree with, and will comply with all EmeryAllen, LLC Terms and Conditions to include the Net 30 day terms of payment set by EmeryAllen, LLC and all other documents included in the application packet.

Authorized Signature

Print Name and Company Position

Date

EmeryAllen Contact Information:

- > To submit purchase orders or check the status of your shipment: 843.480.4473, ext 1
Orders@EmeryAllen.com
- > For accounting: 843.480.4473, ext 2
- > For customer support and new account applications: 843.480.4473, ext 3
Info@EmeryAllen.com
- > Remit-to Address: 359 Wando Place Drive, Suite E, Mount Pleasant, SC 29464

Terms of Payment:

Upon credit approval, Net 30 Days. Prior to credit approval, credit card or ACH transfer is accepted.

Credit Card Processing and Privacy Policy:

As a service to our customers, EmeryAllen accepts all major credit cards. EmeryAllen will not share, distribute or sell customer information to include credit card data.

LED Lamps:

All LED products are subject to change as technological advancements are made available. EmeryAllen will keep their customers informed of any and all changes through their website at www.EmeryAllen.com.

Pricing:

All pricing is subject to change. EmeryAllen will notify all customers of pricing changes.

Purchase Orders:

Purchase orders for standard product (2700K & 3000K) will be processed within 2 business days. Special orders are subject to lead time, acceptance and 50% deposit at the time of purchase. Please submit all purchase orders to Orders@EmeryAllen.com.

Backorder:

Items on backorder will be advised at the time of purchase order placement.

Shipping:

All purchase orders over 50 bulbs qualify for free freight (FFA) within the contiguous USA.

Cancellation:

A request to modify or cancel an order can be made through your EmeryAllen sales representative or Orders@EmeryAllen.com. Please note, once an order has reached a certain point in the fulfillment process, it may be too late to modify or cancel.

Damaged Freight:

EmeryAllen will file claims for lost or damaged shipments provided the following is met:

- All shipments must be inspected thoroughly upon arrival.
- Damage or shortage on truck shipments must be noted on the delivery receipt at the time of delivery.
- Damage, product discrepancy, or shortage must be reported to EmeryAllen within 72 hours after delivery by scanning a copy of the signed delivery receipt to our customer service department at Info@EmeryAllen.com.

Shipping Delay:

Shipping delays may occur due to unforeseen and uncontrollable circumstances. EmeryAllen will not be held responsible for conditions beyond our control such as severe weather or carrier service interruptions. The customer is responsible for all costs related to incorrectly addressed orders.

Returns:

EmeryAllen is committed to our customers and offers a 30-day return policy. A customer may request to return the merchandise for a credit within 30 days of the invoice date. A restocking charge of 20% will apply to all items returned past the 30 day window in which EmeryAllen has made no error in shipping. All returns must arrive in the original packaging. All freight charges for the return of goods are to be paid by the customer. No products will be accepted for return which are more than 30 days after the date of purchase. EmeryAllen will not accept a return for any item under the following categories:

- Special Order
- Special Inventory*
- Discontinued Products
- Non-Stock Products

*A “special inventory” product is defined as a product ordered specifically for a customer which is over and beyond what EmeryAllen typically keeps in inventory.

Return Goods Authorization (RGA):

If a return is to be made to EmeryAllen, the customer should complete and submit the RGA form provided at EmeryAllen.com/rga. Once advised, the customer may ship the returning item(s) to EmeryAllen at:

EmeryAllen RGA Team
359 Wando Place Drive, Suite E
Mt. Pleasant, South Carolina 29464

Upon receiving the returned item(s), EmeryAllen will inspect and test the product(s) to ensure they are not void of warranty. Given the returned item(s) pass the warranty inspection, a credit will be issued to the customer's account for use on the next new invoice. The Technical Guide included in the New Accounts Package offers further information on bulbs that will be void of the EmeryAllen Warranty.

Note:

Please do not return product(s) without prior written authorization from EmeryAllen. Buyers are not to assume settlement and EmeryAllen will not be bound via deductions from remittance due. Buyers are not to assume and issue their own credit. In addition, EmeryAllen will not assume responsibility for claims arising from improper installation, abuse, or damage to the product made during installation of the their product(s). All return shipment freight is to be pre-paid by the buyer. All material must be in salable condition and of current design. EmeryAllen will not be responsible for products returned without proper authorization or identification.

EA INTERNET MINIMUM ADVERTISED PRICING POLICY

The Internet Minimum Advertised Pricing Policy (IMAPP) outlined below was adopted and unilaterally implemented by EmeryAllen as a part of its efforts to strengthen and preserve the EmeryAllen brand. This policy applies to all internet-based (online) EmeryAllen customers, dealers and resellers; and has been implemented in order to better serve the end user of EmeryAllen products. Thus, this policy is applicable to any and all advertising of EmeryAllen's product(s) whether in an online retail environment or through an internet-based (online) medium. This policy is to include a website controlled by a customer, through an online auction platform, or through online placements with third parties (to include banner ads and destination pages).

The Internet Minimum Advertised Price Policy (IMAPP) for EmeryAllen, LLC shall be:

EmeryAllen Branded Product(s): are not to be advertised, listed or sold through any internet-based (online) medium for any other price than manufacturer's suggested retail price (MSRP).

The above policy is unilateral, non-negotiable and will not be altered for any distributor or customer. Any and all deviation(s) from the above policy will be considered a violation of EmeryAllen's IMAPP policy. EmeryAllen reserves the right to audit and investigate the location(s), advertising and presence of EmeryAllen product(s). Any customer determined by EmeryAllen to be in violation of this policy will be subject to the following restrictions and possible permanent termination of their EmeryAllen account:

1. Upon the first offense, one (1) warning in writing will be provided to the company/person(s) found in violation.
2. Upon the second offense, a second warning in writing will be issued along with a thirty (30) day suspension of ordering privileges.
3. Upon the third offense, a final warning in writing will be issued along with a permanent suspension of ordering privileges. Upon delivery of the final written warning, all outstanding invoices will be collected on.

EmeryAllen reserves the right to change this policy outlined in this notice and to interpret, enforce and otherwise handle all questions and issues relating to this policy. EmeryAllen can, at their discretion offer limited time promotions where an identified customer may qualify for a retail/wholesale price break on select items at no penalty. No sales representative or agent/agency of EmeryAllen has any authority to change or enforce this policy, or to take actions against a customer.

Any and all questions shall be addressed in writing and be directed to:

EmeryAllen, LLC
359 Wando Place Drive, Suite E
Mt. Pleasant, South Carolina 29464

EmeryAllen values every customer and strives for complete satisfaction of all our products. As a part of the EmeryAllen difference, we dedicate ourselves to the ultimate in quality as well as customer service. For the original purchaser, EmeryAllen warrants all of their products are free from defects in material and workmanship from the date of purchase for:

LED Chip Bulbs

5 years for residential use to the original purchaser
2 years for commercial use to the original purchaser

Filament Bulbs

2 years of residential or commercial
use to the original purchaser

If your EmeryAllen product does not perform to its specified use, EmeryAllen requests the customer to contact the dealer where you originally purchased our product. As it is EmeryAllen’s mission to ensure customer satisfaction, EmeryAllen will replace all in-warranty product(s) at no cost to the original purchaser.

This warranty does not apply to any product(s) which have been subject to misuse, mishandling, improper application, or installed to improper voltages. This warranty does not apply to accident(s), “acts of God” - such as high winds, lightning, power surge, flood, improper installation or improper care.

This warranty does not include any damage due to water along with any damage incurred to user equipment. Any and all expenses incurred for the removal and/or reinstallation of said equipment is not covered under the EmeryAllen warranty.

This warranty applies only to the original purchaser and is not transferable. Proof of purchase is required by the customer which shows the original date of purchase. All product(s) must have a manufacturing date code. If said code has been removed or altered, EmeryAllen reserves the right to not warrant said product.

This warranty allows the customer specific legal rights. These rights may vary from states to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages. The above limitations and exclusions may not apply and will need to be examined on a case by case basis.

Please refer to the EmeryAllen Technical Guide for further information regarding best practices of use for EmeryAllen products.

EmeryAllen proudly stands behind our two (2) year commercial and five (5) year residential warranty. As documented in our Warranty, EmeryAllen is not responsible for premature failure due to misuse. Bulbs that do not comply with the text and photos within the Technical Guide will not be covered under the warranty. EmeryAllen reserves the right to request bulbs for inspection and refuse credit or replacement due to misuse.

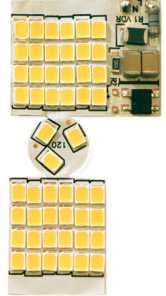
Functioning LEDs

EmeryAllen only uses the highest quality components in our bulbs. Epistar LEDs are the highest quality SMD LEDs on the market. They provide the highest lumens per watt, color consistency and reliability with 70% output at 50,000 hours.

Our 120V dimmable bulbs are compatible with all incandescent and LED compatible dimmers as well as a majority of ceiling fan remotes and receivers.

Our 12V bulbs are dimmable with all MLV and ELV dimmers. 12V bulbs should only be used with magnetic transformers or LED compatible no load or low load electronic transformers.*

[*See no-load transformer information on reverse.]



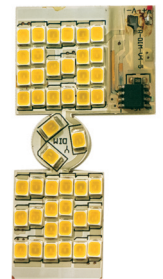
Overheating

LEDs that have been subjected to overheating will develop light brown or gray spots at the center of each chip.

While all EmeryAllen bulbs are rated for use with enclosed fixtures, the enclosure should not be smaller than:

Wattage	Shade Size (Inches)	Volume (Cubic Inches)
1.5W	1.5 x 1.5 x 1.5	3
2.5W	2.5 x 2.5 x 2.5	16
3.0W	3.0 x 3.0 x 3.0	27
4.5W	4.5 x 4.5 x 4.5	91
5.0W	5.0 x 5.0 x 5.0	125

Do not exceed the lumens of the original halogen bulb recommended with the fixture. For example, under-cabinet lights usually come with a 20W halogen bulb. Use LED lumen equivalent.



Electrical Overstress

All LED bulbs are susceptible to failure due to Electrical Overstress (EOS). EOS is the exposure of voltage or current to LED bulbs beyond what they have been designed to operate.

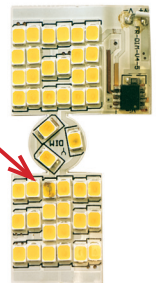
Typical EOS occurs due to:

- Power surge
- Voltage spikes from the main power source
- Lightning strikes
- "HOT LAMPING" or plugging in a LED bulb into an energized light fixture.

The most common source of EOS is "HOT LAMPING" which can lead to brief but powerful current spike. Failure to the bulb that has been subjected to EOS isn't always immediate but is often imminent. **LED bulbs must only be inserted into a light fixture that is turned off.**



Indication of Electrical Overstress



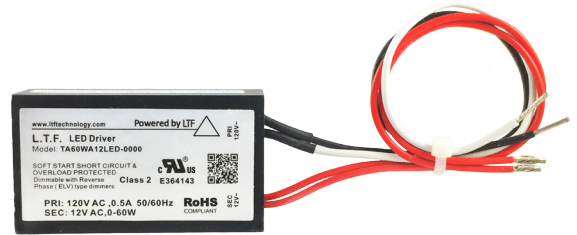
No-Load Transformer / 12V Bulbs

EmeryAllen AC LED drivers are no-load electronic transformer/ LED drivers that can operate LEDs as well as low-voltage halogen and incandescent bulbs.

LEDs will not operate properly with halogen transformers due to the transformers inability to detect the low wattage of LED bulbs. In many cases a halogen transformer will cause damage to LED bulbs.

EmeryAllen's AC LED drivers are designed to be used with low wattage LED bulbs.

Note: Many digital multi-meters are not capable of reading the high frequency output of electronic transformers. High-end multi-meters (i.e. Fluke 289) or analog multi-meters are recommended.



Hi-Lo-Off Switches

Hi/Low Switches that are typically found on under-cabinet lights, microwaves, exhaust fans, ovens and portable lamps will not function properly with any LED light bulb.

Diodes that are used in these switches reduce the voltage by cutting the electrical sine wave in half. These types of switches must remain on the high setting.



Motion Sensors, Photo Controls & Timers

Motion sensors, photo controls (photocells) and timers are electronic switching devices. These electronic switching devices must be designed to be used with LED loads. The packaging on these devices will clearly state if they are compatible with LEDs.



Night Light/Timer Switches

Switches that incorporate a "night light" feature or timer feature may cause the LED bulbs to still glow once they are turned off.

Some light switches run a small amount of current through the bulbs even while in the "off" position in order to power small devices such as a timer, motion sensor or night light.

