



APPLICATION FOR OPEN ACCOUNT PRIVILEGE- BUSINESS CREDIT ONLY

LAB Development LLC, d/b/a conneXion

Applicant's Business Name: _____ E-Mail Address: _____
 Address: _____ City: _____ State: _____ Zip: _____ - _____
 Telephone: _____ Fax: _____ Pager: _____ Cell Phone: _____
 We operate a _____ business. We are a subsidiary of: _____
 (State type and nature of business)
 We have been located at the present location for _____ years. We have been established _____ years.
 No. of employees: _____ S.I.C. Code: _____ Year incorporated or present business entity established: _____
 Ours is a: (Check one) Corporation Partnership Limited Partnership
 Limited Liability Company Sole Proprietorship
 Monthly Credit Limit Requested: \$ _____ Monthly Sales Volume: \$ _____

The principal owners or stockholders and officers of Applicant are:
 (List all Officers, Directors, and any Shareholders owning 5% or more of the stock of Applicant, all general partners, all members or managers of any Limited Liability Company, and the owner of any Sole Proprietorship.)

Name	Title	Home Address	Home Phone	Social Security No.

Accounts Payable Contact: Name: _____ Phone: _____ Email: _____

Purchasing Contact: Name: _____ Phone: _____ Email: _____

In addition to the above, the following persons are authorized to charge on this account:

Name	Title	Home Address	Home Phone	Social Security No.

Are Purchase Orders Required: Yes No Are Written Purchase Orders Required: Yes No
 Are Monthly Statements Requested: Yes No

Bank Reference: _____ Telephone Number: _____

Bank Account No.: _____ Contact or Loan Officer: _____

Trade References (provide all information requested)

Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 Acct. #: _____

Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 Acct. #: _____

Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 Acct. #: _____

Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 Acct. #: _____

Applicant (“We” or “Applicant”) agree that if payment on this account is received by LAB Development LLC, d/b/a conneXion (“conneXion” or “You”) 30 or more days past conneXion’s terms as detailed on the reverse side of this Application we agree to pay a service charge for unexpected delay in payment equal to the lesser of 1 ½ % per month (18% Annual Percentage Rate) or the maximum allowed by law on all such past due balances.

We realize that you expect to investigate our credit. We authorize you to obtain, if you desire, a written or oral credit report on the Applicant and individual credit reports on all officers, directors, shareholders, general partners, or members or managers of any Limited Liability company listed above. We further authorize any bank with whom we are doing or have done any business to give any and all necessary information to conneXion which will assist conneXion in your credit investigation, and we release any claim we may have for breach of contract or invasion of privacy because any such information is furnished to conneXion.

If our application for business credit is denied, we have the right to a written statement of the specific reasons for the denial. To obtain the statement, we should contact conneXion’s Chief Financial Officer at 1700 Leider Lane, Suite 100, Buffalo Grove, Illinois 60089, within 60 days from the date we are notified of conneXion’s decision. conneXion will send us a written statement of reasons for the denial within 30 days of receiving our request for the statement.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Chicago Regional Office, 55 E. Monroe Street, Suite 1860, Chicago, IL. 60603.

Except as provided in the Equal Credit Opportunity Act, conneXion may withdraw credit and the open account privileges which may be offered to Applicant at any time and for any reason whatsoever, or without reason, and conneXion shall not be liable for any such action on its part. The decision to terminate an open account is conneXion’s, exercisable in its sole and absolute discretion, and open accounts may be withdrawn at any time with or without cause.

We agree to pay all costs of collection incurred by conneXion, including reasonable attorney’s fees.

WAIVER OF JURY. WE HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THE ACCOUNT OR ANY AMENDMENT, INSTRUMENT, DOCUMENTS OR AGREEMENT DELIVERED IN CONNECTION HEREWITH, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THE ACCOUNT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Terms and conditions of sale are attached. We agree that all sales made by conneXion to us will be subject to and governed by these terms and conditions.

Applicant Name (Print)

Applicant Signature

Title

Date

Terms and Conditions

1. **GENERAL AGREEMENT.** All sales are expressly conditioned on the terms and conditions set forth on this and the reverse side of the Application, together with those contained in any attachments hereto. No additional or different terms shall apply (whether a part of Applicant's purchase order or other communication from Applicant) unless expressly agreed to in writing by a duly authorized representative of conneXion. Notice is hereby given that conneXion does object to any different or additional terms and that such different or additional terms shall not be binding upon conneXion. Acceptance of goods or payment for any of the goods constitutes Applicant's agreement to conneXion's terms and conditions.
2. **WARRANTY.** Since the goods sold by conneXion are not manufactured by conneXion, conneXion makes no warranties or representations, express or implied, as to workmanship, performance, quality, durability, fitness for purpose or merchantability for any of the articles it sells. This disclaimer is for all liability including, among others, liability for incidental, consequential and special damages. The only warranties that apply to the goods sold by conneXion are those which are written and are specially provided by the manufacturer of those goods. ConneXion makes no warranties of any kind, but it does maintain and will provide to any customer, upon request, information concerning the manufacturer's warranties.
- CONNEXION MAKES NO WARRANTIES (INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS) EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS IT SELLS UNLESS ENDORSED BY CONNEXION IN WRITING. APPLICANT IS LIMITED TO THE WARRANTIES OF THE RESPECTIVE MANUFACTURER(S) OF THE PRODUCTS SOLD.**
3. **DELIVERY.** Shipping dates given in advance of actual shipment by conneXion are estimates only. ConneXion is not liable for failure to deliver by any estimated date, or for any delay in performance resulting from fire or other casualty loss, labor difficulties, transportation problems, interruptions or delays in source of supply, or any other cause beyond its reasonable control. All direct shipments are F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Responsibility for filing claims with the manufacturer or carrier, as the case may be, rests with Applicant.
4. **TAXES.** Prices for goods do not include any transportation, sales, use, excise, import, tariffs, other taxes, or other governmental charges arising from or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance, or transportation of the goods. Applicant is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import tariffs, or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the goods.
5. **SERVICE CHARGES/TERMS.** Payment is ordinarily due on or before the last day of the month following delivery of the goods. (Special payment terms may be required for specially ordered or manufactured material.) A service charge of 1 ½ % per month (18% Annual Percentage Rate) will be added to all invoices that are not paid within these terms.
6. **RETURNS AND WILL CALL MATERIAL.** No goods may be returned without the written consent of conneXion, which consent, if given, shall be understood only as: (a) acceptance for credit of the goods returned if they are in the same condition as they were when delivered to Applicant; (b) conditioned upon the payment by Applicant of all transportation charges with respect to the delivery and return of those goods; and, (c) in addition all returns are subject to a minimum 25% handling or restocking charge. (Higher charges may be imposed if the manufacturer of the goods imposes a higher charge upon conneXion.) In no circumstances will specially manufactured goods be accepted for return. Material ordered by Applicant and not picked up or released for delivery by Applicant within 60 days of notice to Applicant that such goods are available or ready for delivery may be returned to the manufacturer for credit subject to the foregoing restocking charges. All deposits made by Applicant will in such event be forfeited.
7. **LIMITATION OF CONNEXION'S LIABILITY.** ConneXion shall not be liable for any special, incidental or consequential damages. The remedies of Applicant as set forth herein are exclusive and the liability of conneXion with respect to any contract of sale or anything done in connection therewith, whether sounding in contract, tort, negligence or under any warranty or otherwise, is limited, at the discretion of conneXion, to repair or replacement of the goods or refund of the purchase price, and conneXion's liability shall in all events not exceed the price of the goods sold on which such liability is based.
8. **QUOTATIONS.** The following terms and conditions shall apply to all quotations made by conneXion and to all orders of Applicant received by conneXion:
 - (A) All of the terms and conditions contained in this Application shall apply.
 - (B) The obligation of conneXion to supply the goods is expressly conditioned on the manufacturer continuing to produce such goods and unless otherwise indicated prices are subject to change in the event the manufacturer changes its prices.
 - (C) Except as noted above all prices quoted are firm for thirty (30) days only.
 - (D) Unless otherwise indicated, prices for fixtures do not include lamps.
 - (E) Changes from any quotations or orders accepted by conneXion, including reduction in quantity, deletion of lamps, and delays as to release dates requested by Applicant, may result in price changes.
 - (F) ConneXion reserves the right to reject all purchase orders, whether issued as to terms quoted, or otherwise.
 - (G) If, in the sole discretion of conneXion, the financial condition of Applicant at the time the goods are ready for delivery or release for delivery to Applicant does not justify the extension of credit, conneXion reserves the right to require full payment in cash before delivery or shipment.
 - (H) It is the responsibility of Applicant to verify that all items and quantities contained in conneXion's quotations are correct. Although conneXion will endeavor to quote in accordance with plans and specifications or other information submitted, conneXion makes no warranties or guaranties in this regard, and assumes no responsibility for accuracy as to quantities, fitness for purpose, or performance. In instances where approved drawings or cuts are required and submitted, no goods will be released until approved copies have been returned.
 - (I) All special or standard terms and conditions of sale in effect by the manufacturer(s) of the material contained in a quote supplied by conneXion shall be considered as a part, in their entirety, of conneXion's terms and conditions of sale as if fully written out in the quotation.
10. **NO DISCOUNTS ON TAX.** All goods are sold at the net price indicated on invoices unless a discount is expressly noted on that invoice. No discounts are allowed on excise, sales or use tax or other governmental charge.
11. **NO WAIVER.** Regardless of any delay or omission in exercising any right or power hereunder, no provision hereof shall be deemed waived by conneXion unless such waiver is in writing and signed by an authorized representative of conneXion. Nor shall any such waiver by conneXion be considered or construed to be a waiver by conneXion of any succeeding breach or default or term or condition hereof.
12. **COSTS OF ENFORCEMENT.** Applicant agrees to pay all costs, expenses, and reasonable attorney's fees incurred by conneXion in enforcing the covenants and agreements of the open account and this Application, whether by the institution of litigation or in the taking of advice of counsel, or both.
13. **COMMERCIAL APPLICATION.** ConneXion represents the goods sold under this open account are of commercial grade, unless otherwise indicated, and may not be suitable for a nuclear application or any other hazardous activity such as commercial or military aircraft, missile installation, space exploration or other critical applications. Further certification will be required for use of equipment and goods in any safety related application.
14. **GOVERNING LAW.** This open account is created in Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws.
15. **CONFIDENTIAL.** The prices of any and all goods and services sold by conneXion to Applicant shall be confidential, and Applicant agrees not to disclose such prices to any unrelated third party. ConneXion and Applicant acknowledge and agree that money damages for any and all breaches of Applicant's obligation not to disclose the price of any goods or services is both incalculable and insufficient and that any such breach would irreparably harm conneXion. Therefore, in the event of an actual or prospective breach of the obligation of Applicant not to disclose the prices of any goods and services, conneXion shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Applicant in addition to any other remedies to which conneXion may be entitled at law or in equity.
16. **SPECIFICATIONS.** Unless conneXion has expressly agreed otherwise in writing, it is Applicant's responsibility to ensure that the goods and services are the ones that it has requested and that all specifications and quantities are correct. **CONNEXION HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.**
17. **PRODUCT SUITABILITY.** Goods sold by conneXion are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, conneXion cannot guarantee that the goods meet all applicable requirements in each locality. Applicant assumes responsibility for compliance with such safety standards and regulations in the localities in which the goods will be shipped, sold and used. Before purchase and use of any goods, Applicant should review the product application, and national and local codes and regulations, and verify that the use and installation of the goods will comply with them.


Continuing Guaranty

The undersigned, being an officer, director, stockholder or other authorized person or agent of the credit applicant, in consideration of the extension of credit and the sale and delivery by LAB Development LLC, d/b/a conneXion (“conneXion”) of supplies, fixtures and other merchandise to the applicant, on such terms and conditions as conneXion may from time to time extend to the applicant, does hereby guaranty (jointly and severally, if more than one) absolutely and unconditionally to conneXion the prompt payment of any and all amounts, monies or sums now due or which may hereafter become due as a result of the extension of credit or the sale of merchandise and material or upon any other indebtedness of applicant to conneXion, whether for merchandise or material, or other indebtedness, or as evidenced by any note, trade acceptance or open book account, without necessity of recourse first to applicant. The undersigned agrees to pay all costs of collection, including fees to any collection agency, court costs, expenses of collection, including reasonable attorney fees.

The undersigned hereby consent(s) to conneXion’s use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) conneXion to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual(s) hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Date _____

GUARANTOR(S):

Signature

Name (please print or type)

Social Security Number

Signature

Name (please print or type)

Social Security Number