

FASTBULBS.COM
CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Date business commenced:

Sole proprietorship:

Partnership:

Corporation:

Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:

City:

State:

ZIP Code:

How long at current address?

Telephone:

Fax:

E-mail:

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account

Account number

Savings

Checking

Other

BUSINESS/TRADE REFERENCES

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Synergy International, Inc.. to make inquiries into the banking and business/trade references that you have supplied and agree to all TERMS OF SALE attached in pages 2-6.

SIGNATURES

Title:

Date:

Title:

Date:

FAX To FASTBULBS Accounting **AT 941-355-7210** or Mail to: 3910 Goodrich Ave #3 Sarasota, FL 34234

TERMS OF SALE THESE TERMS OF SALE (THESE TERMS OF SALE) GOVERN YOUR PURCHASE OF ANY PRODUCT OFFERED BY FASTBULBS.COM ON WWW.FASTBULBS.COM. PLEASE READ THESE TERMS OF SALE CAREFULLY. THEY CONTAIN VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. BY PLACING AN ORDER, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED AND HAVE AGREED TO BE BOUND BY THESE TERMS OF SALE, WITHOUT LIMITATION OR QUALIFICATIONS. THESE TERMS OF SALE ARE SUBJECT TO MODIFICATION WITHOUT PRIOR WRITTEN NOTICE AND AT ANY TIME IN FASTBULBS.COM'S SOLE DISCRETION.

ORDERING POLICY

1. FASTBULBS.COM requires any purchase with credit card be conducted in accordance with local, state and national laws prohibiting the unauthorized use of any persons or company credit cards resulting in fraudulent purchase.
2. Orders placed by telephone will follow the same guidelines set forth above.
3. Orders are not binding upon FASTBULBS.COM until accepted. FASTBULBS.COM reserves the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order.
4. Payment can be made with Visa, MasterCard, American Express and Discover credit cards. Your credit card will be charged when your order is placed. FASTBULBS.COM also accepts Purchase Orders from customers who have received FASTBULBS.COM credit approval. To apply for FASTBULBS.COM Credit, please call 1-877-220-5483 or click on this link: [Credit Application](#). For customers who purchase on open account, bulbs.com reserves the right to add to your monthly balance a service charge of 1 1/2% per month (18% annual rate) on all amounts unpaid on the first day of the 2nd month following purchase. If the account is placed with a third party for collection, buyer agrees to pay all costs and expenses of collection including the reasonable attorneys fees in addition to the service charges stated above.
5. You are responsible for the payment of any state and local sales or use taxes that may apply to your order. The sales tax is calculated based on the full invoice price, and may include charges for shipping and handling if required by law. By law, FASTBULBS.COM must collect sales tax for orders SHIPPED to the state of Florida.

GUARANTEED SAME DAY SHIPPING

1. FASTBULBS.COM offers Guaranteed Same Day Shipping on any items currently in stock or any full case items on orders over \$50.00. These orders may be subject to drop shipping from the manufacturer and are subject to manufacturers current inventory levels. Non Stock items usually ship within 2-3 business days from the time of ordering. In the event an item(s) are placed on backorder, either by FASTBULBS.COM or the Manufacturer, all customers will be notified by email of the order status. FASTBULBS.COM does reserve the right to substitute backorder items with another brand of equal: quality, lumen output, life and wattage.

GENERAL SHIPPING

1. FASTBULBS.COM has specific items contained within FASTBULBS.COM that are marked as FREE SHIPPING. These items will be billed with shipping charges at the time of checkout. However the actual amount of shipping for that Item will be reflected as a discount on your final bill and will reflect on the actual charges billed to your credit card.

2. FASTBULBS.COM will ship free of charge any order over \$2500.00. Charges for these orders will be reflected as a discount on your final bill and will reflect on the actual charges billed to your credit card.

3. If you order by 2 p.m. Eastern time, the in-stock items ordered will be shipped that day (Monday through Friday delivery days) via ground transportation to most locations. Upgraded shipping services (Next Day, 2nd Day) are available at an additional charge. In the event only some of the product is in stock at the time an order is placed, the available product will be shipped via the upgraded service and the backorder will ship via Ground service when stock is replenished. While FASTBULBS.COM will make every reasonable effort to ship your orders within these time frames, FASTBULBS.COM is not responsible or liable for any delay in receiving or completing your order that is caused by an event beyond reasonable control. Such events may include, but are not limited to, fire, flood, accident, strike, riot, civil commotion, act of God, war or other hostilities, acts or omissions of carriers, transmitters, phone companies, Internet Service Providers or Internet backbone providers or a failure, interruption or delay of the server or this Site caused by an event outside the direct control of FASTBULBS.COM, including without limitation, power outages or attacks on this Site such as by persons known as hackers.

4. FASTBULBS.COM will ship to addresses within the contiguous United States for a shipping charge of \$7.90. Shipments to Alaska, Hawaii, other US Territories, Canada, and Mexico will be arranged and additional shipping charges will apply. For customers seeking to have bulbs delivered to all other countries, these orders will ship via DHL, UPS, FedEx or through a U.S.-based Freight Forwarder of the customers choosing. Additional shipping charges will apply. The customer is responsible for payment of taxes, duties, tariffs and any other charges levied by government agencies. Payment must be made in full using a credit card or bank transfer at the time of shipment. Title and risk of loss of the products pass to the customer upon delivery at the Freight Forwarder.

5. A charge applies to all orders. Additional charges will apply to orders shipped outside the 48 contiguous states and to orders shipped via upgraded services (Next Day, 2nd Day, etc). For shipments to Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands, International Shipments. In the event only some of the product is in stock at the time an order is placed, the available product will be shipped via the upgraded service and the backorder will ship via Ground service when stock is replenished. charges along with any charged Freight are non-refundable in occurrences where FASTBULBS.COM has made no error in merchandizing or shipping.

PRODUCTS

1. FASTBULBS.COM may discontinue any product at any time without notice. The product prices displayed on this Site do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price.

PRICE ERRORS

1. Our goal is a 100% error-free Site. If product price errors are discovered, they are promptly corrected on our systems, and the corrected price will apply. We will notify you if your order includes items that were incorrectly priced.

SPECIALTY OR VALUE BRAND

1. These terms are used in this Site for all items meeting or exceeding the specifications of major brand product. Value & Specialty Brand items are manufactured by numerous companies whose company names may or may not be recognizable brand names to the consumer. The trademarks and/or trade names of the brand name companies are used only to compare products of similar characteristics. Orders for Value or Specialty Brand products may contain items manufactured by two or more companies.

WARRANTY

1. ALL PRODUCTS ARE SOLD AS IS, AND FASTBULBS.COM DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE PRODUCTS OR USE THEREOF, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions may not allow the exclusion of certain implied warranties, so some of the above exclusions may not apply to you. Any Items claimed to Have 1-3 Year warranties, are the warranties of the manufacturer and not enforced or warranted by FASTBULBS.COM. For these warranties, the customer must contact the manufacturer for replacement.

2. Any product found to be defect upon receipt must provide notice within 3 business days of the receipt of said product and return defective product to FASTBULBS.COM at the expense of the purchaser. FASTBULBS.COM will then replace the defective item at no additional charge.

RESTOCKING

1. FASTBULBS.COM stands behind its products and will issue a refund, replacement or credit if you are not satisfied with your purchase and notify us within 14 days of receipt of product. A Restocking Charge of 35% will apply to all items returned where FASTBULBS.COM has made no error in merchandizing or shipping. Refunds will be made by original method of payment. All returns must arrive in its original packaging and all freight charges for the return of goods are to be paid by the customer.

*There are exceptions to our Return Policy including, but not limited to, linear fluorescent bulbs 49" or longer in length, Special Order products, orders outside the continental U.S., and shipments delivered via common carrier. Please call 1-877-220-5483 to obtain a Returned Material Authorization (RMA) before returning any product. FASTBULBS.COM may at any time limit the number of delivery attempts based on unfavorable delivery history resulting from, but not limited to, damage, loss, or theft.

LIMITATION OF LIABILITY

1. TO THE MAXIMUM EXTENT ALLOWED BY LAW, FASTBULBS.COM SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THESE TERMS OF SALE, THIS SITE, THE CATALOG, PRODUCT(S) OR ORDER(S), WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF FASTBULBS.COM EXCEED THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE ORDER OR PRODUCT OUT OF WHICH LIABILITY AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

SEVEREBILITY

1. If any provision of these Terms of Sale are held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or arbitral tribunal, such provision shall be deemed severed from these Terms of Sale and the validity of the remainder of these Terms of Sale shall not be affected thereby.

GOVERNING LAW

1. These Terms of Sale shall be governed by and construed in accordance with the laws of the state of Florida applicable to contracts made and to be enforced wholly within the state of Florida.

ARBITRATION

1. Any dispute or disagreement arising out of these Terms of Sale, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Sarasota, Florida.

JURISDICTION AND VENUE

1. You and FASTBULBS.COM (collectively the Parties individually a Party) irrevocably agree that any legal action, suit or proceeding brought by it in any way arising out of these Terms of Sale must be brought solely and exclusively in the federal or state courts of the State of Florida Located in the City of Sarasota, Florida, and irrevocably accept and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in person, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party.

WAIVERS AND AMMENDMENTS

1. The waiver by either Party of any provision of these Terms of Sale on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of these Terms of Sale on any other occasion or upon any other circumstances. These Terms of Sale may be waived or amended only in a writing signed by the Parties.

AGREEMENT OF THESE TERMS:

I, (name printed) _____, do hereby accept the terms of this agreement as an authorized agent/owner/manager of (Company name) _____

Located at (Address) _____

(Phone) _____ (Fax) _____ (Email) _____

Signed: _____ Date: _____