

ACCOUNT AGREEMENT AND TERMS OF SALE

1. Terms of sale. Buyer agrees to pay each invoice within 30 days of the invoice date. If payment by Buyer has not been made by the 30th day following the invoice date, Buyer has breached this agreement. In the event of breach, Buyer agrees to pay a service charge of 1.5% per month(18% per year) from the date of breach until paid on each overdue invoice. Additionally, Buyer agrees to pay a one time late charge of 10% on the past due amount or \$100.00, whichever is less.

2. Limited Warranty and Limitation of Liability. Seller warrants for a period of 60 days from date of delivery to the original customer that the bulbs and related products (the "goods") are free from unreasonable defects, damages and shortages. Upon buyer's written claim, seller at its sole option will replace or refund at the selling price any defective, damaged or shorted goods. Written claims for any defects made by buyer must be received by seller at its headquarters in San Diego within 60 days of delivery of these goods by seller. Failure to file a claim within this 60 day period is an irrevocable acceptance of the goods and an admission that these goods met all specifications. ALL IMPLIED WARRANTIES ARE LIMITED TO DURATION OF THIS EXPRESS WARRANTY. SELLER'S LIABILITY AND BUYER'S DAMAGES ARE LIMITED TO THE SALES PRICE OF THE DEFECTIVE, DAMAGED OR SHORTED GOODS.

3. Delivery. Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. from seller's plant.

4. Work or Purchase Order. Unless otherwise agreed in writing, buyer shall order goods from seller by delivering a work or purchase order signed by a authorized representative of buyer. Buyer agrees to pay all taxes and duties imposed by any governmental authority in connection with any sale or delivery of goods from seller. Unless otherwise agreed to in writing, prices quoted by seller do not include these taxes and duties.

5. Delivery Schedules. Seller shall comply with any agreed delivery schedule but will not be liable or penalized for any delays due to Acts of God or other causes beyond the control of Seller.

6 Miscellaneous. If any dispute arises between the parties concerning enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including expert witness fees. Any disputes arising out of this agreement and/or the goods sold shall be construed under the laws of the State of California. This agreement can only be modified in writing signed by both parties. This agreement supersedes any prior and contemporaneous oral agreements. All payments by buyer are to made to seller at its San Diego office. The only site for venue for any litigation involving the parties will be San Diego County, California. The signing of the credit application and this agreement constitutes doing business in San Diego and a submission to the jurisdiction of the San Diego courts.

I certify that all statements in the credit application are true and correct. All purchases made by seller to buyer are governed by the terms in this agreement. This agreement is deemed executed in San Diego County, California.

Signature

Print Name

Title

Date