

LED Lights, Inc.

LED Lighting Sales & Distribution Agreement

With

Company Name: \_\_\_\_\_

Principal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

1. Appointment and Definition of Products. The Company hereby grants to Representative, and Representative accepts from the Company, the non-exclusive right to sell the products listed in Exhibit A hereto (the "Products").
2. Term of Agreement. This agreement shall remain in full force and effect for one year from the Effective Date, unless terminated earlier.
  - (a). Keep Representative informed of the prices at which the Products are offered for sale and of changes in products, specifications, prices and deliveries.
  - (b). A purchase of either Starter Kit #1 or Kit #2 as described within is mandatory upon acceptance of this Agreement.
3. Termination. This Agreement may be terminated:
  - (a). By either party, without cause, by giving 30 days' prior written notice of termination to the other party.
  - (b). By either party, if the other party breaches any of its obligations under this Agreement and fails to remedy such breach within 30 days after written notice of such breach is provided to such other party

4. Product Changes:

- (a) It is understood that new and additional products may be introduced by the Company from time to time. Representative shall be authorized to solicit orders for sales of such new or additional products only if and when the Company authorizes Representatives to represent the Company in connection with each such product.
- (b) It is understood that Products may be deleted from the list of Products which Representative is authorized to sell.

5. Trademarks:

Representative shall conduct its business under its own name. Representative shall not use any trademarks or trade names of the Company in any manner, except as authorized in writing by the Company, or in connection with the use of literature supplied by the Company. Representative shall discontinue such usage upon the termination of this Agreement.

6. Relationship Between Parties:

The relationship between the Company and Representative is that of independent contractors, and nothing in this Agreement shall be construed to constitute Representative as an employee, partner or agent of the Company. Without limiting the foregoing, representative shall have no authority to act for or to bind the Company in any way, to alter any of the terms of conditions of any standard forms or other agreements of the Company with purchases of Products, to make representations or warranties or to execute agreements on behalf of the Company, or to represent that the Company is responsible for the acts or omission of representative. Representative shall indemnify and hold the Company harmless for any liability or damage to the Company resulting from any violation.

7. Assignability:

Representative acknowledges that the Company is entering into this Agreement in reliance upon the personal reputation, qualifications and abilities of the present owner or owners of Representative's business and operations, and accordingly, the Representative may not assign its rights or obligations under this Agreement, either voluntarily or by operation of law, except with the prior written consent of the Company. A change in control of the Representative's business shall be deemed to be an assignment for this purpose.

8. Miscellaneous:

- (a) This Agreement shall not be binding upon the Company until it has been received by a duly authorized officer of the Company.
- (b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- (c) This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes all prior writings, negotiations or understandings with respect thereto. No modification or addition to this Agreement shall have any effect unless it is set forth in writing and signed by both parties.
- (d) The waiver by the Company of any breach of any provisions of this Agreement shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date upon submission to LED Lights, Inc. via electronic medium, of this electronic signature.

Electronic signature in this medium is considered a reply e-mail with this document attached.

REPRESENTATIVE COMPANY:

LED Lights, Inc.  
5925 Fair Oaks Blvd. #7  
Carmichael, CA 95608  
916-485-1990

EXHIBIT A LIST OF PRODUCTS

LED (Light Emitting Diode) lighting – Specifically T8/T12 Replacement Tubes, LED Par 30 and Par 38 Lamps, LED Streetlights, Parking Lot Lights and Building Lights.

EXHIBIT B – PRICE STRUCTURE

Call office for pricing documents.

**\*\*All Prices Subject to change and do not include shipping and handling\*\***

# Order Information

Seller's permit number #: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Name of Purchaser: \_\_\_\_\_

Address of Purchaser: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

**PAYMENT INFORMATION: Credit Card**

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Customer Name: \_\_\_\_\_ Cardholder Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State and Zip: \_\_\_\_\_

Credit Card (Circle) Visa MC Am Ex Exp Date: \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Security Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City, State and Zip Code \_\_\_\_\_

Description of purchase: \_\_\_\_\_

I Authorize LED Lights Inc. to charge the above credit card in the amount of \$ \_\_\_\_\_ (plus S/H) for the above-described charges.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Must be signed by the person authorized on the credit card)

\*\*\*\*\* This form is to be used only for the one-time processing of a credit card or check by phone transaction \*\*\*\*\*.

**PAYMENT INFORMATION: Check by Phone**

Account Name: \_\_\_\_\_ Bank Name: \_\_\_\_\_

Account #: \_\_\_\_\_ Routing: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Must be signed by the person authorized on the account)

**LED Sample Kit #1 - Regular Price \$ 264.00 Show Special \$ 200.00**

- 1 - 2 Lamp Wrap fixture with Warm White LED lamps 110v power cord
- 1 - 5' Warm White HO LED lamp
- 1 - 5' HO Ipod to display the 5' LED lamp 110v power cord
- 1 - 4' Cold White LED lamp

**LED Sample Kit #2 - Regular Price \$ 634.00 Show Special \$ 500.00**

- 2 - 2 Lamp Wrap fixtures with Warm White LED lamps 110v power cord
- 1 - 5' Warm White HO LED lamp
- 1 - 5' HO Ipod to display the 5' LED lamp 110v power cord
- 1 - 3 lamp Vapor Tight fixture with 3 Cold White LED lamps 110v power cord

**Kit # 1 Qty. \_\_\_\_\_ X \$ \_\_\_\_\_ = \$ \_\_\_\_\_      Kit # 2 Qty. \_\_\_\_\_ X \$ \_\_\_\_\_ = \$ \_\_\_\_\_**