



MINING CONTROLS INC.

Subsidiary of Elgin National Industries, Inc.

P. O. Box 1141
Beckley, West Virginia 25801
Phone: 304-252-6243
Fax: 304-252-9257

Distributor: _____

Credit Limit: _____

Discount Structure

Explosion-Proof Products MSHA Approved:	_____	%
Non-Explosion Proof Products	_____	%
Lamps	_____	%
Plugs and Receptacles	_____	%
Any Single Order Totaling \$5000.00 or more	_____	%
Any Single Order Totaling \$10,000.00 or more	_____	%

TERMS AND CONDITIONS:

1. A copy of this Agreement must be on file at Mining Controls, Inc. for each distributor's location.
2. Mining Controls, Inc. will establish discounts based on the previous year purchases.
3. Mining Controls, Inc. will set all product list prices. All distributors will sell at list price, except as follows:
 Mine Machinery Rebuild Shops -20% All other price changes must be approved by Larry W. Rowley at Mining Controls, Inc.
 Any distributor found to be selling above suggested list price without authorization or deviating from this agreement will be terminated.
Note: All list prices will be posted on www.mininglightingsystems.com
4. Minimum order \$100.00; no exceptions.
5. Orders for less than \$100.00 will be sold at 0 % discount.
6. All orders will be paid for within 30 days of invoice. Any invoice over 60 days will result in a loss of discount and customer placed on COD for a period of 6 months.
7. Allow a minimum of 20 days for shipment of all orders. Orders shipped in less than 20 days will be sold at 5% less than discount.
 Orders shipped or picked up in less than a 24 hr. period will be sold at list price.
8. All orders will be shipped at customer's expenses. Customer must specify type of shipment and carrier.
 If customer does not specify carrier, Mining Controls, Inc. will not be responsible for any additional shipping costs.
9. Mining Controls, Inc. will supply sales support and training on an as-needed basis.
10. Mining Controls, Inc. will supply an on-line catalog at www.minelightingystems.com.
11. Mining Controls, Inc. will supply catalogs on CD at customer request.
12. Mining Controls, Inc. reserves the right to change prices as needed. The new price list will be E-mailed to distributors as needed.
13. Mining Controls, Inc. will not sell products directly to end-users unless the customer is not in an area that is covered by a distributor.
14. Distributors agreement to sell only lamps (light bulbs) supplied by Mining Controls, Inc. for all lighting fixtures.
15. Return Policy:
 1. Item purchased from standard stock can be returned in the same year at no cost.
 2. Items considered special order can not be returned.
 3. Electrical Items i.e.: Regulators, Lamps, Power Supplies and Ballasts can not be returned unless items are unused and in the original containers.
 4. Items purchased outside of current year will be subject to a 10% restocking charge.

Signature:

Distributor's Sales Manager: _____ Date: _____

Mining Controls, Inc. Larry W. Rowley: _____ Date: _____

Effective February 15, 2009:

A copy of this agreement must be on file at Mining Controls, Inc. to receive a discount.
If your company is not listed on the www.minelightingystems.com web-site you will not receive a discount.