

## CONFIDENTIAL CREDIT APPLICATION

**BILLING INFORMATION**

Company Name				Tax ID #	
Address					
City			State	Zip	Phone
Billing Contact		Fax		Email	
Charge Credit Card #			Exp Date	PO Required	Yes      No

**REPORTING INFORMATION**     (check if same as Billing Information)

Preferred method for receiving reports:				<input type="checkbox"/> Email <input type="checkbox"/> Fax	
Report Contact		Fax		Email	
Address					
City			State	Zip	Phone

**COMPANY INFORMATION**

Business Form <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship			State Incorporated in		
Type of Business				In Business Since	
Website			D&B #		

**NAMES OF OWNERS, PARTNERS, CORPORATE OFFICERS**

Name		Title	Phone
Name		Title	Phone
Name		Title	Phone

**REFERENCES**

Company	Company	Company
Account	Account	Account
Contact	Contact	Contact
Address	Address	Address
Phone	Phone	Phone
Fax	Fax	Fax
Bank Name		
Checking Account #	Contact Name	Phone
Address		

Applicant hereby authorizes the release of credit and banking information. Standard payment terms are NET 15. A finance charge of 1.5% will be assessed to all invoices not paid within 30 days. If you have Paid When Paid terms with your client, check here: \_\_\_\_ Buyer Paid When Paid. Should it be necessary to collect on the account, the prevailing party shall, in addition to our Terms and Conditions and all rights of the law, be entitled to recover its reasonable attorneys' fees and cost, as a court may determine. By signing this credit application, the client accepts the Terms and Conditions.

\*Notice: Forensic Analytical Laboratories (FALI) may subcontract client samples to other FALI locations to meet client requests. Check Here \_\_\_\_ Notice Acknowledged.

Signature

Name (Printed)

Title

Date

## GENERAL TERMS AND CONDITIONS

**ALL ORDERS FOR GOODS AND/OR SERVICES (THE "SERVICES") SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN FORENSIC ANALYTICAL LABORATORIES, INC. (THE "SELLER") AND THE BUYER (THE "BUYER").**

- 1. TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services or the sale of goods by Seller are set forth herein, subject to change by Seller without notice. The Contract contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services or goods, except as specifically set forth herein. No waiver by Seller of any default shall be deemed a waiver of any subsequent default. Failure of Seller to object to provisions contained in any order or other communication from Buyer shall not be construed as a waiver of any right or remedy of Seller hereunder, nor an acceptance of any such provisions.
- 2. INDEMNIFICATION.** The Buyer waives any claim against Seller, and agrees to defend, indemnify and hold Seller harmless from any claim or liability for injury or loss, including all attorney fees and defense costs, arising or allegedly arising from or in any way connected with Seller's services under this Contract, except where such claim or liability is caused by the gross negligence or willful misconduct of Seller. The Buyer also agrees to defend, indemnify and hold Seller harmless from any claim or liability, injury or loss, including all attorney fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Buyer or anyone directly or indirectly employed by the Buyer. The Seller does not guarantee the completion of performance of contracts by third parties, nor is it responsible for their acts or omissions, nor for the safety of any workplace other than Seller's premises.
- 3. COMPENSATION.** Unless stated otherwise in a Letter of Agreement between Seller and Buyer, the compensation for services will be billed in accordance with the agreed upon rates, subject to change upon notification. Time spent in travelling, when in the interest of the project, will be charged to the Buyer. Direct non-salary expenses (reimbursable expenses) will be charged at cost, plus 15%.
- 4. PAYMENT TERMS.** Payment terms are NET 15 days unless special written arrangements have been made. Seller may, at any time, suspend performance of any service, withhold lab reports or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. Seller will assess Finance Charges on accounts due, past 30 days at the rate of 1.5% per annum. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the BUYER, regardless of the payment terms to which BUYER may have agreed with its own clients, BUYER shall pay each invoice properly submitted by and due to SELLER within 15 days of payment of BUYER's client to BUYER for work covered by SELLER's invoice or as required by law, but not later than sixty (60) days from the date of the invoice.
- 5. TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by Buyer; in the event Seller is required to pay any such tax, the Buyer shall reimburse Seller therefore on demand, or in lieu of such payment, shall provide Seller at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.
- 6. CREDIT.** This Contract is given and accepted subject to Seller's approval of Buyer's credit, determinable at any time and from time to time by Seller in its sole judgment, affecting the whole or any unfulfilled portion of this Contract.
- 7. LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in effect and enforced.
- 8. MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by duly authorized representative.