



Account Set-up Form

6681 Southpoint Parkway
Jacksonville, FL 32216

PHONE (904) 363-9350 FAX (904) 363-9354

Please fill out this form and return it to your AEL representative or to the above address. For credit accounts, page 3 must be signed. Standard payment terms are Net 30 days from invoice date.

Which AEL Facility Would Be Your Primary Laboratory? (please circle one)

Altamonte Springs Ft. Myers Gainesville Jacksonville Miramar Tampa Tallahassee

Billing/Shipping Information (must have physical address in addition to PO Box, and land-line phone)

Individual/Company Name: _____
Street Address: _____
City/County: _____ State: _____ Zip: _____
Mailing Address: _____
City/County: _____ State: _____ Zip: _____
Phone: () _____ Fax: () _____ Mobile: _____
Website: _____ Email for Billing: _____

Responsible Principal / Officer / Owner / Branch Manager

Name: _____ Title: _____
Social Security Number: _____
Street Address: _____
City/County: _____ State: _____ Zip: _____

Major Supplier References – the below is a requirement to acquire credit.

1. Vendor/Supplier: _____ Contact Person: _____
Address: _____
Phone: _____ Email _____ Account #: _____
2. Vendor/Supplier: _____ Contact Person: _____
Address: _____
Phone: _____ Email: _____ Account #: _____
3. Vendor/Supplier: _____ Contact Person: _____
Address: _____
Phone: _____ Email: _____ Account #: _____

References for Major Vendors / Suppliers

AEL will use the following page to contact your above Vendor / Supplier references. We will email the form to the references you listed above in order to verify information. Please sign and date the form to authorize your references to release the information requested to AEL. AEL will fill out the rest of the form. Without receiving this information, AEL can not establish credit for any client. All information will be kept confidential.



Advanced
Environmental Laboratories, Inc.

Account History Verification Request

Please email to:
Accounting@aellab.com
or fax back to 904-363-9354

Attention: _____
Supplier / Vendor: _____
Fax Number: _____

DATE: _____

To Whom it Concerns:

My firm _____ account # : _____
(name of firm wishing to open account or establish credit)

is attempting to establish a credit account with Advanced Environmental Laboratories. Please release the requested information below to assist with this effort. Please fax it back to AEL's Accounting Department at 904-363-9354, or email to accounting@aellab.com. Voice line is 904-363-9350. Thank you.

(Applicant: please put on the line above, your printed name, signature, and company title)

Vendor / Supplier Information – to be filled out by the vendor/supplier representative only

Vendor / Supplier Name: _____

Highest Credit Extended \$: _____ Years doing Business: _____

Current Balance Due \$: _____ Last Sale Date: _____

Amount Past Due \$: _____ Terms of Sale: _____

Any returned checks?: _____

Manner of payment: When due _____ Satisfactory _____ Slow _____

Remarks: _

Please provide your name/phone #: _____

TERMS – signing the terms below is a requirement to acquire credit.

We, the undersigned applicant, agree to pay all sums due according to *AEL standard terms of Net 30 days from invoice date* and we agree to pay 1.5% per month service charge on all amounts past due. We agree to pay all cost of collections including attorney's fees.

The undersigned certifies the above information to be correct, that is submitted for the purpose of obtaining credit, and agrees to all of the terms and conditions of sale of Advanced Environmental Laboratories, Inc.. We also authorize you to inquire of principal trade creditors, banks, other credit references to check credit and allow you to answer questions from others about your credit experience with us. The undersigned hereby waives all venue objections and agrees to notify Advanced Environmental Laboratories, Inc. in writing of any change in the form of ownership of applicant's business within five days of such change. The undersigned agrees and consents that facsimile signatures shall be deemed original signatures for all intent and purposes forthwith.

| | |
|---------|-------------------------|
| _____ | _____ (Seal) |
| Date | Owner/Officer Signature |
| _____ | _____ |
| Witness | Title |

Personal Guarantor

For and in consideration of Advanced Environmental Laboratories, Inc., extending credit at my request of the undersigned to the entity applying credit above (applicant), the undersigned hereby personally guarantees Advanced Environmental Laboratories, Inc. the payment of any obligations of the applicant and the undersigned hereby agrees to pay Advanced Environmental Laboratories, Inc. on demand without offset, any sum which may become due to Advanced Environmental Laboratories, Inc., by the applicant whenever the applicant shall fail to pay the same, and further agrees to pay all costs of collections including a minimum of 25% attorney's fees. It is understood that the guaranty shall be a continuing and irrevocable guaranty and the indemnity for such indebtedness of the applicant. The undersigned hereby to the extent permitted by law to waive the Homestead exemption, notice of acceptance hereto, notice of presentment, demand, non payment, dishonor and protest, and consents to and waives notice of any modification, Amendment or extension of the terms of the credit agreement hereby guaranteed. The undersigned further agree to notify Advanced Environmental Laboratories, Inc. in writing of any change in the financial condition of the purchaser's business or ownership within five days of such change. The undersigned agrees and consents that facsimile signatures shall be deemed original signatures for all intent and purposes forthwith.

| | | |
|---------|-------|------------------------|
| _____ | _____ | _____ |
| Witness | Date | Guarantor |
| | | _____ |
| | | Social Security Number |
| _____ | _____ | _____ |
| Witness | Date | Guarantor |
| | | _____ |
| | | Social Security Number |

ADVANCED ENVIRONMENTAL LABORATORIES, INC. TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Advanced Environmental Laboratories, Inc. (AEL), unless specifically exempted in writing by an officer of AEL.

1. CONTRACT AGREEMENT/TERMS AND CONDITIONS: The Client, when placing an order with AEL, agrees that AEL's quotation, Terms and Conditions, the Client's purchase order, and AEL's agreement to perform testing shall constitute the entire contract between the Client and AEL. A purchase order issued to AEL shall not constitute a binding contract until it is accepted and acknowledged by AEL. It is assumed the Client accepts AEL's Terms and Conditions in lieu of the Client's Terms and Conditions on any orders placed with AEL.

2. GOVERNING LAW: All contracts between AEL and the Client shall be deemed to be made and governed by the Laws of the State of Florida. Any legal action brought by either the Client or AEL shall be brought in a court of competent jurisdiction in Duval County, Florida, or if the action is to be in federal court, in the U.S. District Court for the Middle District of Florida – Jacksonville District.

3. QUOTATION PERIOD AND PRICING: Prices quoted by AEL remain in effect for thirty (30) days and are subject to change after that period. The prices contained in a quotation supplied by AEL apply specifically to the test or project named on the quote in accordance with stated specifications and documentation provided to AEL at the time of quotation. AEL shall not be bound to this pricing for any subsequent testing, repeat testing, additions, and omissions to the test program or parts thereof.

4. PRICING REVISION: The Client representative requesting any testing quotation by AEL shall be considered an agent of the client and authorized to make technical and/or cost changes of any nature to the test procedures, specifications, or other Client documents. If AEL is required to submit a quotation without first receiving and reviewing applicable test specifications, any pricing submitted shall be subject to change when such specifications are made available to AEL.

5. CREDIT TERMS AND PAYMENT: The acceptance of any purchase order by AEL shall be contingent upon approval of the Client's credit. Unless otherwise determined, terms of AEL's invoices shall be Net 30 days and payable in U.S. funds. Payment for the services rendered is the obligation of the Client issuing the purchase order or accepting the proposal. This obligation is not contingent upon payment to the Client by any third party or on any specific result from AEL's services and may not be assigned without the written permission of AEL. If the Client fails to make payment within the agreed terms, AEL shall have the right to cease work, withhold data/reports, and make all invoices immediately due and payable. In addition, AEL shall have the right to charge interest on all amounts not paid by the due date at the rate of 1.5% interest per month, compounded monthly, from the due date of payment. Client agrees to pay all cost of collections including attorney's fees.

6. STANDARD PROCEDURES AND ACCREDITATION: AEL represents to the client that testing is done in accordance with standard procedures as applicable and that reported test results are accurate within generally acceptable commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by AEL and the client. AEL's testing laboratories are accredited by NELAP by the Florida Department of Health. It is the client's responsibility to ensure AEL is aware of any testing requiring accreditation. AEL makes no claims or guarantees that reported MDLs, PQLs, and/or MRLs will meet a Client's requirements, be they regulatory, commercial, industrial, or otherwise. It is the complete and full responsibility of the Client to determine if AEL MDLs, PQLs, and/or MRLs will satisfy a Client's needs.

7. WARRANTIES: AEL performs services and hence its work and reports are not governed by the Uniform Commercial Code. Except as stated in paragraph 6, AEL disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. AEL shall have no liability for incidental or consequential damages of any nature whatsoever.

8. CANCELLATION OF TESTING: AEL begins testing upon receipt of samples from the Client. If for any reason the testing is interrupted by the Client, the completed portion of the work, including (but not limited to) supplies, materials, labor, and equipment utilization shall be billed to the Client and be payable within the agreed upon payment terms. In such circumstances where AEL agrees to place samples on hold, AEL may bill the Client stand-by charges, up to the full cost of established testing rates, until the testing resumes or is terminated by the client. If the testing is terminated by the client, AEL may impose a cancellation fee of no less than 10% of the un-billed portion of the project.

9. PROGRAM DELAYS: AEL shall not be liable for any failure or delay in performance which is caused in whole or in part by acts of God (fire, flood, earthquakes, etc.), strikes or other labor disturbances, shut-downs, equipment breakdowns, unforeseen engineering problems, fuel shortages, Government priorities, or any other cause beyond the control of AEL.

10. ACCEPTANCE OF TEST REPORTS: AEL reports apply only to the specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. AEL shall have no liability for any deductions, inferences or generalizations drawn by the client or others from AEL reports. If the Client requests verification of any part of the test report, AEL shall be notified within thirty (30) days of submission of the report to the Client. Failure to notify within this thirty (30) day period acknowledges acceptance of the report. Should additional work be required for verification purposes, AEL shall be entitled to the reasonable value of the additional work involved providing the original findings are verified.

Payment for any test report or other AEL invoice shall not be contingent upon acceptance and/or approval of a third party.

11. SAMPLE/DATA RETENTION: Samples will be destroyed thirty (30) days after the date of the final analysis, unless the client indicates otherwise in writing and prepays before the expiration of said thirty (30) day period the entire cost of any storing, packaging and shipping the sample(s) by AEL. AEL shall have no obligation to retain its test reports or related data and documents beyond its normal retention periods.

12. SHIPPING/TRANSPORTATION: The Client shall be responsible for the transportation and any associated shipping costs of Client's property to and from AEL's laboratories.