



E-Mail, Fax, or Mail Completed Applications to:

Brenda Adams, Credit Manager
Safety Environmental Control, Inc.
P.O. Box 382 • Keene, NH 03431
Phone: (800) 543-4592 • Fax: (603) 357-9340
badams@seci.com

BUSINESS CREDIT APPLICATION & AGREEMENT

The following statements and representations are made by and on behalf of the company named below and any of its affiliates and/or subsidiaries (referred to, collectively, hereinafter as "Buyer") for purposes of procuring commercial credit from Safety Environmental Control, Inc. ("SECI").

BILLING/SHIPPING INFORMATION

OFFICIAL COMPANY NAME

SHIPPING ADDRESS

CITY STATE ZIP

BILLING ADDRESS

CITY STATE ZIP

PHONE NO. FAX NO.

E-MAIL ADDRESS WEBSITE

BUSINESS ENTITY INFORMATION

CHECK ONE: CORPORATION PARTNERSHIP PROPRIETORSHIP LLC

YEARS IN OPERATION TYPE OF BUSINESS

SALES TAX EXEMPTION NO. SSN/EIN

SALES PER YEAR PRESIDENT/CEO

CFO/FINANCE A/P MANAGER

PRINCIPAL(S)/OWNER(S)

NAME SSN/EIN

STREET ADDRESS

CITY STATE ZIP

MAILING ADDRESS



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PRINCIPAL(S)/OWNER(S) (cont.)

CITY STATE ZIP

EMAIL ADDRESS PHONE NO. FAX NO.

BANK REFERENCE *Strongly preferred, but not required*

BANK NAME ACCOUNT NO.

ADDRESS

CITY STATE ZIP

BANK CONTACT

EMAIL ADDRESS PHONE NO. FAX NO.

TRADE REFERENCES *Minimum of three (3) trade references required. Please list only current Suppliers/Labs*

COMPANY NAME (#1)

ADDRESS

CITY STATE ZIP

CONTACT NAME

EMAIL ADDRESS PHONE NO. FAX NO.

COMPANY NAME (#2)

ADDRESS

CITY STATE ZIP

CONTACT NAME

EMAIL ADDRESS PHONE NO. FAX NO.

COMPANY NAME (#3)

ADDRESS



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TRADE REFERENCES (cont.)

CITY _____ STATE _____ ZIP _____

CONTACT NAME _____

EMAIL ADDRESS _____ PHONE NO. _____ FAX NO. _____

YOUR SALES REPRESENTATIVE

CHECK ONE: GERRY WOLF THERESA LACROIX EMERSON "CHIP" O'BRIEN, JR.

By signing below, I, the undersigned, hereby certify that I am a duly authorized representative of Buyer with full power and authority to enter into and execute this credit application and agreement (the "Application & Agreement") on Buyer's behalf. As a necessary prerequisite to SECI agreeing to extend credit to Buyer hereunder, and for and in consideration of the extension of such credit to Buyer hereunder, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more than one) hereby also personally and individually guarantees, unconditionally and irrevocably, full and prompt performance and payment of all present and future duties, obligations, and indebtedness due and owing to SECI by Buyer, including, but not limited to, all costs, expenses, and reasonable attorneys' fees payable as a consequence of SECI's collection efforts. The undersigned further consents to SECI obtaining personal credit information from credit reporting agencies and acknowledges, represents, warrants, and agrees to the following terms and conditions on Buyer's behalf:

Credit Review: Buyer hereby: **(1)** represents and warrants that the information set forth in this Application & Agreement is complete and accurate; **(2)** consents to SECI obtaining information about Buyer from credit reporting agencies and any other source SECI deems appropriate throughout the credit review process and from time to time thereafter for purposes of evaluating and/or reviewing Buyer's credit; **(3)** authorizes and grants permission to the Trade References and, if applicable, Bank Reference identified in this Application & Agreement to verify and release credit information to SECI throughout the credit review process and from time to time thereafter for purposes of evaluating and/or reviewing Buyer's credit; **(4)** agrees that SECI may retain this Application & Agreement indefinitely, whether or not it is approved, and understands that SECI will consider it as a continuing statement of Buyer's financial position and situation unless notified otherwise by Buyer; and **(5)** represents and warrants that Buyer is solvent and able to pay its obligations to SECI as incurred, and repeats this representation and warranty with regard to any purchase made from SECI hereunder

Credit Terms & Conditions: In the event that SECI agrees to extend credit to Buyer hereunder, the parties agree that the following terms and conditions shall apply to all sales of goods and/or services ("Sales") by SECI to Buyer and supersede all others: **(1)** payment for all Sales shall be made by Buyer net thirty (30) days from the date of invoice unless otherwise specified on the shipping invoice; **(2)** all Sales shall be deemed final and accepted by Buyer upon delivery unless Buyer provides written notice to SECI rejecting the goods and/or services within seven (7) days from the date of delivery; **(3)** unpaid balances shall be charged interest at a rate of two percent (2%) per month, not to exceed twenty-four percent (24%) per annum, or the amount of interest permissible under the law at the time such interest is charged, whichever is greater, beginning thirty (30) days from the date of invoice on all Sales; **(4)** the parties acknowledge that this is a commercial agreement and any Sales are not being made for personal, household, or family purposes; **(5)** all other terms and conditions set forth in SECI's shipping invoice, incorporated herein by reference, shall apply to all Sales unless otherwise specified; **(CONTINUED ON NEXT PAGE).**



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and (6): Buyer hereby grants to SECI a first priority purchase money security interest and/or chattel mortgage in any products purchased from SECI hereunder and any accounts receivable or cash from resale thereof until full payment is made to SECI. Buyer agrees to file, and permits and authorizes SECI to file, any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of SECI's lien or security interest.

Additional Terms & Conditions: This Application & Agreement is automatically rejected if not signed on behalf of Buyer (in accordance with the following) and a personal guarantor, or if there are any modifications whatsoever to the terms and conditions set forth herein, unless specifically agreed upon in writing by SECI. If Buyer is a corporation, the Application & Agreement must be signed by a duly authorized officer and personally guaranteed by a principal officer of Buyer acceptable to SECI. If Buyer is a partnership, the Application & Agreement must be signed by a minimum of two (2) partners, or one (1) partner duly authorized to bind the partnership, and personally guaranteed by at least one (1) partner. If Buyer is a limited liability company, the Application & Agreement must be signed by a duly authorized Member or Manager and personally guaranteed by the same. If Buyer is a sole proprietorship, the Application & Agreement must be signed by the proprietor. In the event of Buyer's default hereunder, Buyer agrees to pay any and all costs of collection, including reasonable attorney's fees, whether or not suit is filed. This Application & Agreement shall be construed exclusively and in accordance with, and governed by, the laws of the State of New Hampshire. Any and all disputes and claims arising out of or in connection with this Application & Agreement (including, but not limited to, claims under the personal guarantee), or its subject matter or formation, shall be litigated only and exclusively in the courts of Cheshire County, New Hampshire. This Application & Agreement is the entire agreement between the parties concerning the subject matter hereof. No promises, agreements, or representations made before or after the execution of this Application & Agreement shall be binding on SECI, unless specifically agreed upon by SECI in writing and signed by a duly authorized officer thereof. Nothing herein shall obligate SECI to accept any orders from, or extend any credit to, Buyer or the undersigned hereunder.

SIGNATURE(S) _____ DATE _____

SIGNATORY NAME(S) (PRINT) _____ TITLE(S) _____

SOCIAL SECURITY NUMBER(S) (SSN) OR EMPLOYER IDENTIFICATION NUMBER (EIN) _____

*****PLEASE PROVIDE US WITH COPIES OF ALL TAX EXEMPTION CERTIFICATES*****

FOR OFFICE USE ONLY
SALES REPRESENTATIVE: _____ CUSTOMER NO.: _____
APPROVED BY: _____ DATE APPROVED: _____
CREDIT LIMIT AMOUNT: _____ NOTES: _____