



Apex Environmental LLC
Credit Application and Agreement

This Application must be completed in full and signed to be processed.

Legal Business Name ("Buyer")		DBA Name (if different)		
Business Address		City	State	Zip
Phone	Fax	E-Mail		
Billing Address		City	State	Zip
Nature of Company <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Proprietor				Date Established
Federal ID Number		Sales Tax Exempt?		
		<input type="radio"/> No <input type="radio"/> Yes (If yes, attach exemption certificate)		

Billing Information:

Credit Amount Requested: \$ _____ <i>(including maximum aggregate accounts payable you will incur including unbilled work in progress).</i>		
Billing Contact Person:	Billing Contact Phone	Billing Contact E-mail
Special Billing Instructions (Please give details):		
Do you utilize Purchase Orders? <input type="radio"/> Yes <input type="radio"/> No	How often and when does your firm issue accounts payable checks?	

Key Management Members and/or Owners:

President/Owner	Phone	Email
Treasurer/CFO	Phone	Email
Accounts Payable Manager	Phone	Email

Bank References:

Bank Name	Account Number	Fax Number	Phone	Bank Contact

Trade References:

(Please include at least two trade creditors. Do not include utilities as credit references.)

Name	Address	Fax Number	Phone
1.			
2.			
3.			

Buyer represents and warrants to Apex Environmental, LLC ("Apex") that the individual executing this Application is authorized to do soon behalf of Buyer and the information set forth on this Application is accurate and complete. Buyer authorizes the release of credit/financial information to Apex, whether herein or pursuant to a subsequent application or request. Buyer further authorizes Apex to obtain such information from banks, credit bureaus and other creditors. Buyer agrees that in any proceeding to enforce this Agreement, Apex will be entitled to recover its costs, including reasonable attorney's fees and collection agency fees, from Buyer.

All invoices are due within fourteen (14) days of date of invoice regardless of whether Buyer has received payment from Buyer's customer. Unless Apex is notified in writing of any error prior to the due date of the invoice, such invoice shall be deemed to be correct and accurate as presented. If Buyer fails to pay any invoice within such fourteen (14) day period, Buyer shall pay Apex a service charge on the outstanding balance commencing from the due date at a monthly rate of the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law. Apex may at any time set off against any amount Apex or an affiliate of Apex owes Buyer any amount owed by Buyer to Apex. Apex may cease providing services to Buyer, if in its sole discretion Apex determines that Buyer is in breach of this Agreement or any other financial obligation or if Apex becomes insecure with respect to Buyer's creditworthiness. If the account is placed with a collection agency or an attorney, whether a lawsuit is filed or otherwise, or if services of an attorney are required to protect our interest, we agree to pay all collection costs, reasonable attorney's fees, interest, and any costs associated with placing your obligation with a collection agency or attorney. In addition, we agree to pay all charges on all returned checks on our account. We understand the return check charge is \$33.00 per check. We shall be subject to jurisdiction in Jefferson County, Ohio. This Agreement supersedes all prior and contemporaneous representations, negotiations and verbal or written communications relating to the subject matter thereof. A facsimile of this Agreement will be deemed an original.

CREDIT TERMS ARE NET 14 DAYS FROM THE DATE OF INVOICE

The undersigned Buyer hereby applies for credit upon the terms and conditions set forth herein:

Company Name: _____

Authorized Signature: _____ **Date** _____

Signatory Name(Print): _____

Title: _____

Return completed application to:
Apex Environmental LLC
Attention: Amanda Kuprinski (740) 543-3862 (fax)