



**Application to Pay Monthly on Account**

This application is for the convenience of paying for purchases once a month on account. It is not a credit account. Please provide all information requested. Any omissions will delay approval.

**Account Name:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Shipping Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Business Phone No:** \_\_\_\_\_ **Home Phone No:** \_\_\_\_\_

**Business Fax No:** \_\_\_\_\_

**Type of Business:** Contractor: \_\_\_\_\_ Developer \_\_\_\_\_ Other (Please describe) \_\_\_\_\_

\_\_\_\_\_

**Ownership:** Corporation \_\_\_\_\_ Partnership: \_\_\_\_\_ Individual \_\_\_\_\_

**Federal Employment Identification Number (FEIN) or Social Security Number:**

\_\_\_\_\_

**Years in Business:** \_\_\_\_\_ **Purchase Order Required:** Yes \_\_\_\_\_ No \_\_\_\_\_

**If you are exempt from sales tax, please attach your exemption certificate. Without this certificate, we will have to charge the sales tax.**

**OFFICERS:**

**Name and Title**

**Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Application to Pay Monthly on Account**  
**Page 2**

**Persons Authorized to Purchase:** \_\_\_\_\_  
\_\_\_\_\_

**Accounts Payable Contact:** \_\_\_\_\_

**Bank Name and Address:** \_\_\_\_\_  
\_\_\_\_\_

**Bank Telephone Number:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Type of Account:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Major Suppliers:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_ **Attn:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_ **Attn:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_ **Attn:** \_\_\_\_\_

## Terms and Conditions

1) **Terms of Payment:** Purchaser agrees to pay for the merchandise in accordance with the terms set forth in the invoice. Any payment not received in accordance with the terms of the invoice shall bear a service charge of 1.5% per month. If Seller employs a collection agency to collect any amount not paid by Purchaser, Purchaser shall pay all of Seller's costs to employ the collection agency. If any suit, action or proceeding is instituted by Seller to collect any amount not paid by Purchaser, Purchaser shall pay all of Seller's reasonable attorney fees and collection costs whether incurred before, during or after a trial, or before, during or after an appeal.

2) **Delivery:** All sales shall be FOB Seller's premises. Unless the Purchaser supplies explicit shipping instructions to Seller and Seller agrees to such instructions, the method and route of shipment shall be determined at Seller's discretion. All shipments shall be insured at Purchaser's expense and made at Purchaser's risk. If delivery via our truck is desired, there will be a \$50 minimum charge and \$1.00 per mile for deliveries over 50 miles round trip. Components can be delivered via UPS, R & L Trucking, Western Express, or Adenus Technologies' truck at the customer's expense. Customer receipt signature is required. Purchaser shall provide equipment for unloading at job site.

3) **Delays:** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of merchandise, or for any damages suffered by the Purchaser by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from: fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond Seller's control.

4) **Lead Times:** A two week lead time shall be given when ordering sand-gravel filter components, items requiring manufacturing such as arkal filter assemblies, sanitron assemblies and large orders that require ordering from the manufacturer. A 24 hour lead-time shall be given prior to picking up or delivery of STEP system. A two week lead-time shall also be given for specialty products and products we do not normally stock in our warehouse.

5) **Warranty:** Except as specifically set forth in this paragraph, there are no warranties, expressed or implied, including the warranty of merchantability or the warranty for fitness for a particular purpose. All merchandise furnished hereunder is warranted against any defect in materials or workmanship, providing a claim is made in writing within one (1) year from the date of delivery of the merchandise to the Purchaser. Seller's obligation on any claim is limited to replacement or repair of the defective merchandise FOB at Seller's premises. Except as above stated, Seller will not be liable for any loss, injury or damages to persons or property resulting from failure or defective operation of any merchandise furnished hereunder or delay in performance of this agreement, nor will Seller be liable for direct, indirect, special or consequential damages of any kind sustained by Purchaser from any cause.

6) **Claims:** Claims for defective merchandise, shortages, delays or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by the Purchaser, unless made in writing within seven (7) days from the occurrence of the claim. Seller shall be given a reasonable time to investigate Purchaser's claims or charges and shall be given access to any site or installation where the merchandise is located. Under no circumstances shall any suit, action, proceeding or claim be brought against Seller more than one (1) year from the date of the shipment of the merchandise to the original purchaser.

7) **Return of Merchandise:** Merchandise may not be returned by the Purchaser without the prior approval and acceptance by the Seller. Only merchandise inspected and approved by Seller shall be considered for return. Merchandise accepted for return is subject to a 20% restocking fee and all transportation charges. Merchandise must be securely packed to reach Seller without damage. The amount of the credit or refund, if any, to be given to Purchaser for a return shall be determined by Seller.

**Additional Terms and Conditions:**

- a. All sales are due and payable in 30 days from the date of invoice unless otherwise stated.
- b. Prices quoted will be good for 60 days unless otherwise stated.
- c. All past due balances will be charged a service charge of 1.5% per month or the maximum allowed by state law, whichever is less. This service charge is not intended to be an alternative to payment when due.
- d. If any amounts are collected by or through an attorney or a collection agency, Buyer agrees to pay Seller all costs of collection.
- e. Buyer grants Seller a secured interest in any and all merchandise purchased from Seller until such merchandise is paid for in full.
- f. If any amounts become past due, Seller may suspend Open account privileges and place the Buyer on a COD basis.
- g. All sales are net unless otherwise stated.
- h. Freight on all sales is FOB shipping point.
- i. Buyer grants Seller permission to verify Buyer's credit through any sources, including credit agencies, bureaus, and references for the express purpose of establishing this account.
- j. This contract is subject to the laws of the state of Tennessee.

I have read, understood, and agree to abide by these terms. I also certify that the information contained on this application is true and accurate.

**Officer's Signature and Title:** \_\_\_\_\_

**Officer's Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## GENERAL AND CONTINUING PERSONAL GUARANTY

I/We hereby guaranty to Adenus Technologies, LLC, hereafter referred to as "Vendor", the prompt payment, when due, of every claim of vendor which now exists or may hereafter arise in favor of vendor against, \_\_\_\_\_, hereafter referred to as "Customer". This is a continuing guaranty and shall remain in force until revoked by notice in certified writing to vendor with return receipt requested; such revocation shall be effective only as to claims of vendor which arise out of transactions entered into after its receipt of such notice. This obligation shall cover the renewal of any claims guaranteed by this instrument or extension of the time payment thereof and shall not be affected by any surrender or release by vendor of any other security held by it for any claim hereby guaranteed.

The undersigned waives notice of acceptance hereof, notice of nonperformance or nonpayment by customer, notice of presentment, demand for payment, or any and all further demands or other notices.

In the event that this guaranty is placed in the hands of an attorney for enforcement hereof, the undersigned promises and agrees to pay the reasonable attorney's fees incurred, and if suit or action is filed hereon, also promises to pay reasonable attorney's fees to be fixed by the trial court and appellate court, if any.

The undersigned personally guarantees payment of all debt incurred by customer to vendor.

I/We authorize the drawing of personal credit reports on the undersigned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Spouse or Second Corporate Officer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number