



# COMMERCIAL CREDIT APPLICATION FORM

Laboratory | Management | Training

Date \_\_\_\_\_

Email \_\_\_\_\_

Legal Business Name of Applicant \_\_\_\_\_

Phone ( ) - \_\_\_\_\_

Billing Address \_\_\_\_\_

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

Mailing Address \_\_\_\_\_

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

(required if different than billing address)

Years in Business \_\_\_\_\_

Corporation  Partnership  Sole Proprietorship  Other \_\_\_\_\_ Date Formed \_\_\_\_\_

List names of any affiliated, subsidiary, or parent companies of Applicant

\_\_\_\_\_

List the name of any other business operated by any officer, partner, owner, whether past or present

\_\_\_\_\_

Name of Principal or Owner Title \_\_\_\_\_ Type of Business \_\_\_\_\_ # of Employees \_\_\_\_\_

SS# of owner/officer \_\_\_\_\_ Tax ID # \_\_\_\_\_ FEIN# \_\_\_\_\_

Has Applicant or any officers, partners, owners or members ever filed for bankruptcy? If so, who? When?;

\_\_\_\_\_

## BANK INFORMATION

Bank Name \_\_\_\_\_

Phone ( ) - \_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

Fax \_\_\_\_\_

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

Checking  Savings  Account # \_\_\_\_\_

## TRADE/CREDIT REFERENCES

Business Name \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone ( ) - \_\_\_\_\_

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

Email \_\_\_\_\_

Business Name \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone ( ) - \_\_\_\_\_

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

Email \_\_\_\_\_

The undersigned represents that he or she is an officer or agent of applicant and is duly authorized to act on its behalf. If extended credit, pursuant to this Credit Agreement, the applicant hereby agrees to the following terms: Payment is due in full thirty (30) days from the date of invoice. In the event the account is not paid in full by the due date, applicant will inform NVL Laboratories, Inc. of the reason for non-payment, and a late payment charge of 1.5 % per month (18 % annual) will be computed on the unpaid balance. The applicant agrees to pay all costs and all attorneys' fees incurred in connection with collection of any past due balances on this account. NVL Laboratories, Inc. is hereby authorized to investigate the references listed above concerning applicant's credit history and financial responsibility. This Credit Application and Agreement supersedes any prior agreement between the parties and may only be modified in writing. Applicant agrees to all Standard Terms & Conditions on the reverse side of this form which are incorporated herein.

Authorized Signature \_\_\_\_\_ Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

In consideration of financial accommodation, applicant must sign & return attached personal guarantee addendum, the undersigned hereby guarantees prompt payment of all liabilities and indebtedness of applicant to NVL Laboratories, Inc. including collection costs and attorney's fees and applicant waives all notices and surety defenses.

**Please return the completed form to [Clientservices@nvlabs.com](mailto:Clientservices@nvlabs.com) or fax to (206) 634-1936**

### Office Use Only

Reviewed & Approved by: \_\_\_\_\_ Date \_\_\_\_\_ Status \_\_\_\_\_ Limit \$ \_\_\_\_\_

**MINIMUM CHARGE:** Cash in Advance: \$30 Billed \$40

**BILLING:** All fees are charged directly to the client. Billing a third party will only be accepted if we receive a signed statement by the third party which acknowledges and accepts payment responsibility and which is fully guaranteed by the client.

**PAYMENT TERMS:** Our terms are net 30-days from the date of invoice, with 1.5% monthly interest charge for all unpaid balances. We reserve the right to require advance payment for all clients with no established credit with our company, clients with over 90 days outstanding balances, or clients with unacceptable credit history.

**FEE DISCOUNTS:** Discounts are available and determined by the number and matrix of samples, and the type of analysis submitted at one time. For established clients, additional discount rates are evaluated based upon the annual volume of work, type of analyses, ease of scheduling, and work continuity. All discounts are contingent upon meeting payment terms.

**RUSH CHARGES:** If priority reporting is requested, a surcharge of 50-200% of the listed fee is added depending upon the analysis and completion time required. All samples delivered after 4 p.m. will not be entered into our rush analyses handling system until the next business day. Unless specifically indicated on the price schedule, or confirmed in writing, analytical turnaround times are not guaranteed.

**SPECIAL REPORTS:** Additional charges are billed for customized reports which differ significantly from the NVL report format.

**HAZARDOUS DISCLOSURE:** Client shall inform NVL and label and identify all samples that might present health hazards and/or are suspected of being hazardous. NVL reserves the right, exercisable at any time, to refuse delivery or acceptance, or revoke acceptance of any sample which in its sole judgment is unsuitable or may be unsuitable for analysis, or may pose a risk in handling, transport or processing for any health safety, environmental and other reasons.

**RETENTION OF REPORTS:** Records and copies of analytical reports are kept in active file for one year, and retained in archive for a three-year period from the date of the report. Additional charges will apply for retrieval, printing and handling of all requests for additional copies of analytical reports during the retention period.

**RETENTION OF SAMPLES:** Unused sample materials are routinely held in storage for 15 days after completion of analysis, except for samples deemed necessary for immediate disposal. At the end of the 15-day period, non-hazardous samples are disposed in accordance with local, state and federal regulations. Hazardous materials will be returned to the client for proper disposal. Client shall be invoiced for the cost of returning samples or for storage and disposal fees if client does not wish samples returned. Prior arrangement and prepaid monthly storage fees must be made for longer storage periods of non-perishable and non-hazardous materials.

**ANALYTICAL METHODS:** NVL shall perform testing services in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. Where applicable, analytical methodologies shall conform to EPA, NIOSH, or other recognized methodologies. We reserve the right to deviate from these methods if necessary or appropriate, based upon reasonable judgment.

**WARRANTY AND LIMITS OF LIABILITY:** In the acceptance of analytical work, we warrant the accuracy of the test results for the sample as submitted. We accept no legal responsibility for the client's use of the test results. In the event of any error, omission or other professional negligence, the liability of NVL shall be deemed waived unless notice of potential liability is received in writing by NVL within sixty (60) days of the written report date. NVL shall have no responsibility or liability to the client for any failure or delay in performance resulting in whole or in part from any cause or circumstance beyond it's the reasonable control.

NVL hereby rejects any additional, inconsistent or conflicting terms and conditions in any purchase order or other communication from the client. We do not assume responsibility for any misunderstanding of results communicated by any means other than by written report. The written report is the official form of communication of analytical results.

**LITIGATION:** All costs associated with compliance with any subpoena for documents for testimony in a court of law, or for any other purpose relating to work performed by VNL in connection with work performed for that client, shall be paid by the client. Such costs shall include, but are not limited to, hourly charges for personnel Services, per diem travel and accommodations, mileage, legal counsel, ancillary services and all other expenses deemed reasonable and associated with said litigation.

**CONFIDENTIALITY:** All laboratory reports, propriety information, and any records associated with client activities are treated as confidential information. No report or copies thereof will be sent to anyone other than the client unless otherwise formally requested in writing by the client. Where information is subpoenaed for release to a regulatory or legal agency, the client is promptly notified. Likewise, the client agrees to respect all such relationships of trust and will not use NVL Laboratories Inc.'s name and/or data except upon advance written approval of NVL.

**CONTRACTS:** All contracts are subject to review and approval by NVL legal counsel and must be signed by a corporate office.

**TERMINATION:** If any unforeseen conditions or circumstances are encountered which, in NVL's sole judgment, significantly affect or many affect the scope of work, NVL may, upon notification to client, modify or terminate the work. In the event that client subsequently requests termination of work, or if client decides to terminate the work prior to completion, client agrees to indemnify NVL for all work performed and expenses incurred up to notice of termination.