

ENERGY & ENVIRONMENTAL SERVICES

ENERGY AND ENVIRONMENTAL SERVICES, INC. ("EES")

Customer Credit Application

### Business Information

Company Name ("Company"): \_\_\_\_\_  
Trade Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
State of Organization: \_\_\_\_\_  
Date Business was established: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_

### Owners/Officers/Partners

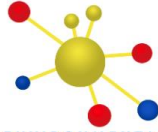
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

### Bank References

Name of Bank: _____	Contact Person: _____
Address: _____	Phone: _____
_____	Email: _____
Account No: _____	Account Type: _____

### Trade References

Company Name: _____	Contact Name: _____
Address: _____	Phone: _____
_____	Email: _____
Company Name: _____	Contact Name: _____
Address: _____	Phone: _____
_____	Email: _____
Company Name: _____	Contact Name: _____
Address: _____	Phone: _____
_____	Email: _____



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## Questionnaire

Has Company, or any of Company's owners, principals, partners, officers, or directors ever filed a voluntary bankruptcy petition or made an assignment for the benefit of creditors?

If yes, explain: \_\_\_\_\_

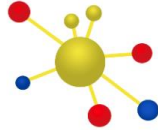
Has a lien or civil suit been filed against Company, Company's property, or any of Company's principals, partners, officers, or directors within the past five years?

If yes, explain: \_\_\_\_\_

Does Company operate under any other names? If yes, please state the names: \_\_\_\_\_

## Acknowledgment & Consent

- **Prices:** All sales made by EES to Company shall be made at the prices in effect at the time of sale. All quoted prices shall not include sales, use, excise, or similar taxes that shall be billed to and paid by the Buyer.
- **Payment Terms:** Unless otherwise stated, payment terms shall be net 30 days from date of invoice. In the event that payment in full is not received by the 30th day from the date of invoice, EES shall charge a 1.5% late fee, accumulating monthly, for all outstanding balances. **All accounts with balances 60 days past due will be placed on Credit Hold. Accounts with a status of HOLD will not be re-opened until the account is paid current.** Prepayment may be required before shipment or delivery to certain overdue accounts. EES reserves the right to refuse shipment or delivery if EES has reason to question Company's financial ability to pay its account balance. Company agrees to pay all costs of collection or securing or attempting to collect or secure any and/or all indebtedness to EES, including but not limited to attorneys' fees.
- **DISCLAIMER: EES SHALL DELIVER ALL PRODUCTS IN AS-IS WHERE-IS CONDITION AND EES EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- **Acknowledgment and Consent:** In connection with this application, Company understands that an investigative inquiry may be made into Company, including, but not limited to, verifying credit history, contacting business relationships, searching court records, and reviewing other information. Company authorizes investigation of all statements contained in this application as may be necessary in arriving at a decision regarding the Company's creditworthiness. Company authorizes the obtaining of a credit report. Company authorizes release of reference from the references listed herein. Company further understands that for the purposes of this inquiry, various sources may be contacted to provide information, including but not limited to various Federal, State, County, municipal, corporate, private and/or other agencies, which may maintain records concerning the Company's past activities relating to business conduct, court appearances, litigation, and credit performance, as well as various other information. Company hereby authorizes without



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reservation any company, agency, party, or other source contacted to furnish the requested information to EES. Company hereby releases, discharges, and indemnifies EES, EES's agents, officers, directors, and employees, to the fullest extent permitted by law, from any claims, damages, losses, liabilities, costs, and expenses arising from the retrieving, reviewing, and reporting of the requested information. Company acknowledges that a photocopy of this authorization be accepted with the same authority as the original. The undersigned representative of Company warrants and guarantees that he/she is an officer, owner, or is otherwise authorized to contractually bind Company, and the signature below does hereby legally bind Company to the terms and acknowledgments contained herein. Company hereby acknowledges and agrees that in the event a dispute arises out of or relates to Company's application, business relationship with EES, or collection of Company's account, the prevailing party in such dispute shall be entitled to an award of attorneys' fees and costs associated with such action and/or dispute resolution. Additionally, venue for any and all such disputes shall be exclusively in the state and federal courts located in Oklahoma City, Oklahoma. Company consents to personal and subject matter jurisdiction in such courts. Company shall indemnify, defend, and hold EES harmless from any and all claims, obligations, and liabilities of every kind arising out of or related to any inaccuracy, misrepresentation, or falsity contained in this application. In consideration for any extension of credit, Company agrees to the terms contained herein and authorizes any bank, supplier, creditor, loan agency, or similar institution to release any and all credit information to EES. Company acknowledges and assumes the risk that Company's credit score may be affected due to EES' investigation and validation contemplated herein.

Acknowledged and Accepted this  day of , 20.

By:

Title: