

Tax Exempt: Please include a copy of Tax Exempt Certificate with this form
Proof of Insurance: Please include Certificate of Insurance with this form

CHECK IF YOU DO NOT WANT CREDIT Sign below and disregard the remainder of this form

SIGN: _____ **Print name:** _____

Payment will be due at the time an order is placed or will be sent C.O.D.

II. CREDIT INFORMATION

The following information will be used to obtain a credit report

CREDIT LINE REQUESTED: Federal Tax ID #:

Date Established: Years in Business:

SIGN: _____ **Print name:** _____

TRADE REFERENCES (Name suppliers of major products and services):

1	_____	_____
Name	Account#	
Address		
_____	_____	
Phone	Fax or e-mail	
2	_____	_____
Name	Account#	
Address		
_____	_____	
Phone	Fax or e-mail	
3	_____	_____
Name	Account#	
Address		
_____	_____	
Phone	Fax or e-mail	

BANK REFERENCE:

Name:		Contact:
Address:		Phone:
Fax:	Email:	
Checking Acct #	Savings Acct #	



II. CREDIT AGREEMENT-TERMS AND CONDITIONS:

The Credit Application and Agreement (hereinafter collectively referred to as the "Credit Agreement") is submitted by the Applicant to **SBR WASTEWATER TECHNOLOGIES** for the purposes of obtaining credit and upon approval of the Application by **SBR WASTEWATER TECHNOLOGIES** will be subject to the following terms and conditions:

Payment Terms. Payments are due **NET 30** days following the invoice date (hereinafter referred to as "Payment Date"). All payments should be made payable to **SBR WASTEWATER TECHNOLOGIES**. Payment can be made by credit card so long as the invoices are paid within the terms stated on the invoice. **Credit card payments after the due date will be subject to a 2% credit card fee**

Service Charge Policy and Other Terms. A service charge of 2.00% per month will be assessed on all unpaid invoice amounts beginning on the 31st day following the Payment Date and daily thereafter until the past due amount is paid in full. The Applicant's account will be put on **a credit hold** if payment is not received on all unpaid invoice amounts on the **31st day** following the Payment Date. If payment is not received on all unpaid invoice amounts by 60 days following the Payment Date, the Applicant's credit will be revoked and **SBR WASTEWATER TECHNOLOGIES** will take any and all steps permitted by the law to collect the amount due.

Returned Check Fee. A \$30.00 charge will be added for any check returned by the Applicant's financial institution for any reason, including insufficient funds.

No Sales Obligations. Nothing herein shall be construed as an agreement by or an obligation of SBR Wastewater Technologies to sell any advanced treatment units or any other product to Applicant on credit terms or otherwise.

Contract Documents. Applicant's agreement with SBR Wastewater Technologies is evidenced by the Installer Agreement and/or Contracts, the Credit Agreement, all invoices, and any permitted amendments, modifications, supplements, or other changes to the foregoing, which are incorporated herein by reference.

Modification of Terms. SBR Wastewater Technologies may at any time, in its sole and absolute discretion with written notice to Applicant, amend, modify, supplement and/or supersede the terms and conditions of the Credit Agreement.

Collection Cost. Applicant agrees to pay SBR Wastewater Technologies all of its costs, including but not limited to, attorney's fees and court costs, that are incurred in connection with the collection of any unpaid account.

Governing Laws. The validity, interpretation, and performance of the Credit Agreement shall be controlled by and construed under the laws of the State of Ohio.

Consent to Jurisdiction and Venue. TO THE EXTENT NOT PROHIBITED BY LAW, ANY ACTION, SUIT OR DISPUTE UNDER, RELATING TO, ARISING OUT OF, OR PURSUANT TO THIS AGREEMENT SHALL BE LITIGATED, IF ALL, IN AND BEFORE A COURT LOCATED IN THE STATE OF OHIO, COUNTY OF WARREN, WHICH COURT AND COUNTY SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OVER THE SAID ACTION, SUIT OR DISPUTE TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE OR COUNTY. IN THE EVENT THE APPLICANT SHALL FILE AN ACTION, SUIT OR DISPUTE WITH A COURT OTHER THAN AS PROVIDED FOR HEREIN AND CONSOLIDATED TREATMENT SYSTEMS, INC., SHALL INCUR ANY EXPENSES AND LEGAL FEES SEEKING TO DISMISS OR TRANSFER THE ACTION, THE APPLICANT SHALL INDEMNIFY AND HOLD CONSOLIDATED TREATMENT SYSTEMS, INC., HARMLESS FOR SAID EXPENSES AND LEGAL FEES IN THE EVENT CONSOLIDATED TREATMENT SYSTEMS, INC. SHALL BE THE PREVAILING PARTY. THE APPLICANT ACKNOWLEDGES THAT THIS FORUM SELECTION AND VENUE CLAUSE IS REASONABLE AND WAS NOT PROCURED BY FRAUD, UNDUE INFLUENCE, DURESS, COERCION OR OVERREACHING BARGAINING POWER; AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

Severability. If a court of competent jurisdiction declares that any provision of the Credit Agreement is illegal, invalid or unenforceable, then such provision shall be modified automatically to the extent necessary to make such provision fully enforceable. If such court does not modify any such provision as contemplated herein, but instead declares it to be wholly illegal, invalid or unenforceable, then such provision shall be severed from, and such declaration shall in no way affect the legality, validity and enforceability of the other provisions of the Credit Agreement to which such declaration does not relate. In this event, the Credit Agreement shall be construed as if it did not contain the particular provision held to be illegal, invalid or unenforceable, the rights and obligations of the parties shall be construed and enforced

Signature _____	Signature _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



III. CONTINUING PERSONAL GUARANTY UNLIMITED:

In consideration of credit being extended by SBR Wastewater Technologies to the above named Applicant for merchandise to be purchased whether Applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity and subject to the Credit Agreement-Terms and Conditions, the undersigned Guarantor or Guarantors each hereby contract and guaranty to SBR Wastewater Technologies the faithful payment, when due, of all obligations of said Applicant for all purchases from SBR Wastewater Technologies, including the attorneys' fees, and costs incurred in collecting any obligation. The undersigned Guarantor or Guarantors each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to applicant, presentment, and demand for payment on Applicant, protest and notice to undersigned Guarantor or Guarantors of dishonor or default by applicant of with respect to any security held by SBR Wastewater Technologies, extension of time of payment to Applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned Guarantor or Guarantors might otherwise be entitled and demand for payment under this guaranty. This guaranty is a continuing guaranty, and in addition to covering all present obligations of the Applicant to SBR Wastewater Technologies, this guaranty also is made and will remain in effect as to any and all obligations of Applicant. Any revocation of this guaranty shall be in writing and delivered to SBR Wastewater Technologies. No such written notice or other revocation will in any way effect the liabilities of Guarantor or Guarantors to SBR Wastewater Technologies with respect to obligations incurred by Applicant prior to such receipt of notice by SBR Wastewater

(Signature) _____

(Date) _____

Print Name / Title

(Signature) _____

(Date) _____

Print Name / Title