



CREDIT APPLICATION & STANDARD TERMS AND CONDITON CONTRACT

Application Date: <u> </u> / <u> </u> / <u> </u>	<input type="checkbox"/> New Customer	<input type="checkbox"/> Existing Customer
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1. COMPANY INFORMATION

Applicant Legal Name:			
Business Name (DBA):			
Billing Address:			
Physical Address (If Different from above):			
Phone Number:	Fax Number:		
Email Address:			
Accounts Payable Contact Name:			
Website Address			

2. ENTITY TYPE

- Proprietorship / Partnership (Go to section A)
- Corporation (Go to section B)

Section A (for Proprietorship / Partnership ONLY)

Date Started: _____

First Owner Partner Name:			
Home Address:			
Social Security Number:	Phone Number:		
Email Address:			
Second Owner/Partner Name :			
Home Address:			
Social Security Number:	Phone Number:		
Email Address:			

Section B (For corporations only)

TYPE OF CORPORATION:	<input type="checkbox"/> GENERAL CORPORATION "C" <input type="checkbox"/> "S" CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY "LLC" (must provide personal guarantor information)		
Date Started:		Tax ID:	
Officer Name and Title:			



3. PERSONAL GUARANTEE FOR" LLC" (for limited liability company only)

This Credit Will Be Personally Guaranteed By The Following Individual:

Guarantor Name			
Home Address:			
Social Security Number:		Phone Number:	
Email Address:			
Guarantor Date of Birth:			

In consideration of financial accommodations given to applicant, the undersigned hereby guarantees prompt payment of all liabilities and indebtedness of applicant to AIH Laboratory including collection costs and attorney's fees and applicant waives all notices and surety defenses.

Guarantor (Date / signature):

_____ / _____

CREDIT REFERENCES

Business Name:			
Address:			
Phone:		Fax Number:	
Contact Name:		Account Number:	
Email Address:			
Business Name:			
Address:			
Phone:		Fax Number:	
Contact Name:		Account Number:	
Email Address:			
Business Name:			
Address:			
Phone:		Fax Number:	
Contact Name:		Account Number:	
Email Address:			

BANK REFERENCE

Bank Name:			
Address:			
Contact Name:		Email Address:	
Fax Number:		Phone Number:	
Checking Account Number:		Savings Account Number:	

See next page for terms and conditions

The applicant agrees to the following by signing this credit application.

Standard Terms and Conditions:

- I. **PARTIES AND SCOPE OF WORK:** AIH Laboratory shall include said company or its particular division, Doing Business As (DBA), subsidiary or affiliate performing the work. "Work" means the specific service to be performed by AIH Laboratory as set forth in AIH Laboratory's proposal. "Customer" or "Client" refers to the person or business entity ordering the work to be done by AIH Laboratory. If Customer is ordering the work on behalf of another, Customers represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Customers assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of AIH Laboratory's work.
- II. **CORRECTNESS & AGREEMENT:** Applicant hereby certifies that the information provided in this Credit Application is complete and accurate to the best of Applicant's knowledge. Applicant has read the entirety of the Credit Application, and agrees to the terms and conditions set forth in the Credit Application.
- III. **PAYMENT TERMS:** Our terms are net 30-days from the date of invoice, with 1.5% monthly interest charge for all unpaid balances. Payment to AIH Laboratory shall not be based on when the customer receives payments from its customer. We reserve the right to require advance payment for all clients with no established credit with our company, customers with over 90 days outstanding balances, or customers with unacceptable credit history.
- IV. **CONFIDENTIALITY:** All laboratory reports, propriety information, and any records associated with client activities are treated as confidential information. AIH Laboratory will exercise all reasonable efforts to maintain the Customer's confidentiality with regard to business or technical information it receives in connection with its performance for the Customer. AIH Laboratory will use the information it receives about Customers solely for the purpose of providing services to the Customer. Where information is subpoenaed for release to a regulatory or legal agency, the client will be notified. Similarly, the client agrees to respect all such relationships of trust and will not use AIH Laboratory's name and/or data except upon advance written approval of AIH Laboratory.
- V. **BUSINESS STATUS:** Applicant agrees to inform AIH Laboratory of any change in ownership, address, or phone number within seven days of the change.
- VI. **SAMPLES:** It is obligatory for the Customers to provide, together with the submission of their samples, a completed and signed Chain of Custody (COC) form with adequate instructions detailing the type of analysis requested and a complete and thorough written disclosure of the known or suspected presence of any hazardous substances. Hazardous substances are those defined as such by local, state and federal law. Customers shall be liable and shall pay all costs and damages resulting from i) a Customer's failure to disclose to AIH Laboratory that a sample contained or was suspected to contain a hazardous substance; or ii) a Customer's failure to comply with any local, state or federal law regarding the sample; or iii) any action on the part of the Customer which interrupts AIH Laboratory's ability to process work, contaminates AIH Laboratory's instruments or work areas or requires any clean-up or recovery on the part of AIH Laboratory. In addition to turnaround time it takes 30 minutes to process samples and entering it in the AIH laboratory system.
- VII. **SAMPLE DISPOSAL:** Any samples for projects that are canceled or not accepted, will be returned to the Customer at their own expense. If the samples are not consumed in the analytical process, AIH Laboratory shall dispose of the Customer's samples 14 days after the analytical report is issued, unless instructed to store them for an alternate period of time, in a manner consistent with any applicable federal, state or local requirements.
- VIII. **WARRANTY AND LIMITS OF LIABILITY:** In the acceptance of work, we warrant the accuracy of the test results for the sample as submitted. 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. We do not accept any legal responsibility for the Customer's use of the test results. In the event of any error, lapse or other professional negligence, the liability of AIH Laboratory shall be deemed waived unless notice of potential liability is received in writing by AIH Laboratory within sixty (60) days of the written report date. AIH Laboratory shall have no responsibility or liability to the Customer for any failure or delay in performance resulting from any cause or circumstance beyond it's the reasonable

control. AIH Laboratory hereby rejects any additional, inconsistent or conflicting terms and conditions in any purchase order or other communication from the Customer.

- IX. TERMINATION:** If any unforeseen situation or circumstances are encountered which, in AIH Laboratory's sole judgment, significantly affect or may affect the scope of work, AIH Laboratory may, upon notification to Customer, modify or terminate the work. In the event that customer subsequently requests termination of work, or if Customer decides to terminate the work prior to completion, Customer agrees to indemnify AIH Laboratory for all work performed and expenses incurred up to notice of termination.
- X. CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance the laws of California. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be the Court Los Angeles, County, California, or the Federal Court for the Los Angeles District.
- XI. OUT OF CONTROL EVENTS:** In no event shall AIH Laboratory have any responsibility or liability to the Client for any failure or delay in performance by AIH Laboratory which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of AIH Laboratory. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond AIH Laboratory's reasonable control.
- XII. REPORTS & INVOICES:** All reports and invoices will be emailed to clients in electronic format. You must request in writing to receive invoices or reports on paper. AIH Laboratory reserves the right to change prices.
- XIII. RESPONSIBILITY OF CLIENT:** It is the responsibility of the client to notify AIH Laboratory immediately (during business hours) if problems occur with the website, online record access, laboratory reports, or your account.
- XIV. AUTHORIZATIONS:** I represent that the above information is true and is given to induce to extend credit to the applicant. My company and I authorize AIH Laboratory to make such credit investigations as AIH Laboratory sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to AIH Laboratory any and all information concerning the financial and credit history of my company and myself. **I have read the terms and conditions stated above and agree to all of these terms and conditions.**

XV.

Signature of Officer/Agent: _____

Print Officer/Agent Name: _____

Title: _____

Date: _____

Complete and mail it to:

**AIH Laboratory
Accounting Department
2556 W Woodland Dr
Anaheim, CA 92801**

For faster service you may email the credit application to frontdesk@aihlab.com or fax to 562-860-2202.