

Business Application for Commercial Account

Pure Air Control Services, Inc. requires the following information as a basis for establishing a business (credit) account with your organization. For purposes of this Application, and all other agreements necessary to establish your account, the term Applicant shall refer to you or your entity. Your application will be processed once this application along with the Credit Agreement and Bank Release Authorization are completed in full, signed, and witnessed.

CLIENT INFORMATION:

Name of Company :

D.B.A. :

Street Address :

City :

State :

Zip :

Country :

Phone# :

Email Address :

Website :

http://

EIN No.

or Social Security No.

DUN# :

Industry Type :

Bioterrorism

Consumer Products

Indoor Air Quality

Environmental

Industrial Hygiene

Educational

Federal Govt./Military

Consulting Svcs.

Health/Safety

Tech/Prof Assn.

State/Local Govt.

Public Utility

Institution/Public Bldg

Contractor HVAC

Other:

How Long in Business?

Business Type :

Corporation

Sole Proprietor

Partnership

Other

Services Requested :

IEQ Screen Test Kit

PIEQ Screen Test Kit

Laboratory Services

Diagnostics Services

Remediation Services

BHC License

Other:

Billing Information :

Contact : Title : E-Mail :
 Address : City : State :
 Zip : Country : Phone : Fax# :

Trade References: (3 Required, Open Account Only):

1 Company :
 Phone No : Contact :
 2 Company :
 Phone No : Contact :
 3 Company :
 Phone No : Contact :

Bank Reference :

Primary Bank : Phone# :
 Account# :

Authorized Purchasers (Names and Titles) - Attach any additional Names and Titles

1 Name : / Title / Date
 2 Name : / Title / Date
 P.O. Number Required? Yes No Additional Restrictions :

Credit Limit Requested**Method of Payment :**

Electronic Transfer Visa/MasterCard Cash Check Purchase Order

Credit Card Information :

Cardholder Name : Card Type :
 Card Number : Card Expiration :

I attest that the above referenced information submitted for the purposes of establishing a Business and Credit Account with Pure Air Control Services is accurate and contains no known misrepresentations. I further understand that based on the results of the application review or as business conditions warrant, a business and/or personal Financial Statement may be required for approval. I further acknowledge and consent to Pure Air Control Services review of my credit history in considering this application.

Name : / Title : / Date :

Authorized Representative : / Title : / Date :

GUARANTEE :

The undersigned, to induce Pure Air Control Services to extend Credit to the Applicant, do(es) hereby PERSONALLY represent that I(we) collectively and individually have authority to make application on behalf of said entity and to obligate same for any credit extended thereto as a result of this application, and further that the entity on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto. Further, the undersigned PERSONALLY GUARANTY, the obligations of the applicant as a result of any credit extended by Pure Air Control Services, and such Guaranty is primary, not secondary, and

Signature : / Title : / Date :

Credit Agreement

The credit terms shall apply to all products and services sold by Pure Air Control Services, or any of its affiliates (Creditor). Sales are subject to the ATerms and Conditions of Sales attached to this credit agreement. Applicant(s) acknowledges that they have read the Terms and Conditions of Sale and agrees to be bound by the same.

Should Applicant be a corporation, or other entity, the undersigned agree that by execution of this document, they (Guarantor) guarantee the payment of the Applicants indebtedness to Creditor, whether such indebtedness now exists or is hereafter incurred. Guarantor waives any and all notices including, but not limited, notice of acceptance of guaranty by Creditor and notice of default. Any Guarantor who is an insider of the Applicant (defined by U.S. Bankruptcy Code) waives his or her rights of subrogation, contribution, or reimbursement and any other right Guarantor may have to enforce any remedy which Creditor now has or in the future may have against Applicant or another Guarantor or as to collateral or security interest Creditor may now, or in the future, hold for the indebtedness. Applicant hereby authorizes continuing and unconditional security to Creditor for all indebtedness owed on behalf of Applicant, both present and future indebtedness.

Should it become necessary for Creditor to retain an attorney to make demand upon or collect any past due invoices or statements, Applicant and guarantor agree to jointly and severally pay all costs of demand or collection, including attorney fees, recording fees and court costs incurred by the Creditor, through all appeals, and bankruptcy proceedings, if any.

Applicant hereby grants permission to Pure Air Control Services to obtain from any source any information related to its credit standing and hereby agrees to the above credit terms. The undersigned also authorizes Pure Air Control Services to investigate personal credit history, banking and trade references of the undersigned and to obtain credit bureau reports on the undersigned from time to time as Pure Air Control Services sole discretion.

Creditor, Applicant, and Guarantor agree that venue of any action related to this Credit Agreement shall be in Pinellas County, Florida and each agree to the jurisdiction of the courts in said county, and within the State of Florida.

Witness : Principal : Date :

Print Name :

Witness : Principal : Date :

Print Name :

Terms and Conditions and Limitations of Sales

(for purposes of these terms, conditions and limitations, applicant, dealer, buyer, you, your, client, or user shall refer to the purchaser of the product and any agents, representatives, employees, independent contractors or family members of said purchaser and PACS shall refer to Pure Air Control Services):

1.If you are granted credit, the terms of sale are as stated on the invoice. You are not eligible for any discounts in the event the you are delinquent of any amount owing to PACS. Any invoice not paid within the terms shall accrue a service charge in the amount of 1 2% per month or the maximum percentage permissible by law, whichever is less, with such interest on past due sums to accrue from the date the invoice becomes due, until such time invoice is paid in full. At any such time as your account becomes delinquent, you authorize PACS to charge all delinquent vrelated invoices to your charge card on file, as applicable. PACS reserves the right to request such card be put on file in the event credit review so warrants. If, after placement of your order, you cancel or contest the charges, PACS shall impose a finance charge equal to eighteen percent per anum, or the maximum rate permitted by law, on any outstanding balance and the costs of collection until such time as the balance is paid in full. PACS reserves the right to delay processing of Environmental Diagnostic Laboratory (EDL) reports on all delinquent accounts.

2.Unless otherwise specified by PACS in writing, all sales are F.O.B. shipping point. All claims for wrong shipment must be made within five days for the date of the delivery. No goods will be accepted for return unless such written authority is first obtained from PACS. Claims for goods damaged or lost in shipment must be filed by you directly with the delivery/freight company. Goods must be examined immediately upon receipt and any clams filed within the time allowed by the freight company.

3.Unless otherwise agreed to by PACS in writing, PACS shall have the right to order any portion of the materials ordered and to bill you for such materials. You agree to pay for the same in accordance with the terms of payment upon notification that the shipment is ready for delivery.

4.Unless otherwise specifically agreed to in writing, PACS does not guarantee a particular date for shipment or delivery of the goods. Any dates quoted are estimates of the approximate dates. PACS time for completion of performance under this proposed contract shall be subject to reasonable adjustments and under no circumstances shall PACS be liable to you in the event of delay caused the you; governmental entities; weather; acts of God; war, terrorism or insurrection; third parties; availability of materials or supplies necessary to undertake testing; delays caused by any common carrier, delivery company or the postal service; and unusual and or seasonal volume demands placed upon PACS, failure to receive materials, or causes of a like or different nature reasonably beyond its control in the conduct of business.

5.PACS makes no warranties (including any warranties as to merchantability or fitness for a particular purpose) either express or implied with respect to the goods unless endorsed herein in writing. Buyer shall be limited to the warranties of the respective manufacturers of the products sold.

6.PACS maximum liability for any reason shall consist of the refunding of all monies paid subject to the right of removal and return of goods to seller. Under no circumstances shall PACS be held liable for any incidental, special, or consequential damages. PACS shall not be liable to you or any third parties for any negligent or intentional misuse of any product purchased or used in conjunction with a product purchased, or any of its components, and/or your failure to abide by standard industry practices. Should any third party claim injury or damage resulting from your use of the product purchased or services performed, you agree to indemnify and hold PACS harmless for any damages or liability to PACS related to such claim and shall reimburse PACS for all costs and attorney fees expended by PACS in defending or settling any such claims or related to enforcement of the provisions of this paragraph. Under no circumstances will PACS be held liable for any claim for commercial damages based on strict liability.

7.You may only cancel and order with the consent of PACS, and upon the payment of reasonable cancellation charges. Such charges shall take into account costs and expenses thereto incurred, purchases or contract commitments made by PACS and all other losses due to such cancellations including a reasonable profit. If, after placement of your order, you cancel or contest the charges, PACS shall impose a finance charge equal to eighteen percent per annum, or the maximum rate permitted by law, on any outstanding balance and the costs of collection until such time as the balance is paid in full.

8.Nor order is binding until duly accepted by an authorized representative of the PACS. No person has any authority to make or claim any representation, promise or condition which is not contained herein

Terms and Conditions and Limitations of Sales (continued)

(for purposes of these terms, conditions and limitations, applicant, dealer, buyer, you, your, client, or user shall refer to the purchaser of the product and any agents, representatives, employees, independent contractors or family members of said purchaser and PACS shall refer to Pure Air Control Services):

9.Any claim(s) by you arising from the performance or non-performance of PACS shall be brought within one (1) year from the date of the incident giving rise to such claim.

10.Any assignment of any contract with PACS by you, in whole or part, without PACS prior consent is void.

11.If your order includes a charge for analysis of samples, you may also be granted the use of PACS equipment for collection and identification of the samples collected. The terms of your purchase order will dictate whether you are purchasing the equipment or have been granted a right to use PACS equipment

12.If your order includes a charge for analysis of samples, the following additional terms apply: This contract proposal is limited to the number of field samples included with the type of test kit purchased. Should additional field samples or tests be required, you must notify PACS to request additional supplies. The need for such additional supplies shall be solely at your discretion, and charged at a per unit rate as quoted at the time you place your order. Consultation services, for an additional fee, are available through PACS. To request consultation services you must contact PACS Customer Service. It is the responsibility of the user of the test kit purchased to determine the conditions of the site and how the same may impact the appropriate sites for sampling within the building, facility or residence tested. As PACS will not visit the site, PACS cannot, and does not assume any responsibility for evaluating the site to determine the appropriate sampling locations.

13.You must comply with all requirements set forth in the PACS training literature (APACS Specifications) relative to the handling of all sampling media and equipment. It is your responsibility to properly preserve, store and transport all samples in order to maintain the integrity the testing process. It is your obligation to undertake all sampling in accordance with PACS Specifications. If you did not receive a copy of PACS Specifications, please contact PACS for an additional copy. Failure to abide by the protocols and requirements contained in PACS Specifications shall void any warranties or representations otherwise provided or implied herein, and compromises the validity of all findings and analysis. The collection of field samples, the analysis of the same, and the reports of findings undertaken, will be performed in accordance with PACS specifications as outlined in manual provided with the product purchased.

14.You acknowledge that PACS identification of samples collected on the sample media are based upon the results of sample analyses, taken from specific locations and at specific points in time. They are, in essence, a snapshot of conditions at a particular moment in time, and the conditions may vary or be influenced by changing conditions at the site from which such samples were drawn, or during the course of transit if the proper chain of custody protocols are not adhered to. Other conditions elsewhere in the subject premises may differ from the areas tested, and such conditions are unknown, which conditions may change over time. PACS will not be responsible for the interpretation or use of this data by others developed from the samples taken.

15.Should PACS, its successors or assigns, have to retain the services of an attorney for the enforcement of any term, condition or stipulation of this agreement, the prevailing party shall be entitled to award of attorney fees and taxable costs incurred, including costs incurred in any bankruptcy or appellate proceedings.

16.The definitions of terms used and the interpretation of the rights of all parties shall be construed under and governed by the laws of the State of Florida for all purposes. In the event of a dispute under the terms of this agreement, or the services provided, the parties hereto agree that venue for such legal action shall be Pinellas County, Florida, as the location where payment is to be made and in which PACS services are to be rendered. All parties agree to subject themselves to the jurisdiction of the courts in Pinellas County, Florida and waive any objection to venue, jurisdiction or choice of law.

17.If this order is being placed on behalf of an entity, organization, or governmental body, the person submitting this order hereby expressly represents and warrants that such person has all necessary and requisite authority to place this order. If such representation proves to be false, then such person shall be personally liable to PACS for all charges related to the order.