



The Complete Solution

Seneca Customer Application

Please return by fax to (515) 262-4951 or mail to Seneca Companies PO Box 3360 Des Moines, IA 50316

Date: _____ Line of credit requested: _____ Tax ID/SSN: _____

Applicant's name: _____ D/B/A: _____

Phone: _____ Fax: _____ Company web address: _____

Address: _____ Street City County State Zip

Shipping Address: _____ Street City County State Zip

Describe your business operation: _____

Ownership: Sole Owner Partnership Corp. LLC State where incorporated _____

Date established: _____ Years in business: _____ Sales tax rate: _____ Tax jurisdiction: State County City

Number of Employees: _____ Estimated Annual Sales: _____ Sales Area: _____

Accounts payable contact: _____

Principal: _____ Name Title

Principal: _____ Name Title

Trade References (Name suppliers of major products and service):

Table with 4 columns: Name, Address, Phone, Fax. Contains 4 rows of trade reference information.

Bank References:

Table with 3 columns: Bank Name, Phone, Fax. Contains 2 rows of bank reference information.

Account # _____ Checking/Savings Loan _____ Checking/Savings Loan

Has your firm or any of its Principals ever been bankrupt? Yes No (If yes, please explain on attached sheet of paper)

This applicant, as an inducement to grant credit, warrants that the information submitted is true and correct. Applicant has read and agrees to pay its account in accordance with the terms and conditions set forth on the attached page. Seneca is authorized to investigate the applicant's credit.

Signature _____ (Print Name & Title)

Personal Guarantee

The undersigned unconditionally guarantees to Seneca the payment of the Customer's accounts.

Signature _____ (Print Name & Title)

For Seneca use: Salesperson WEB _____ Division _____ App'd By _____ Cr. Limit _____ Date _____ CRM Code _____

SENECA CUSTOMER APPLICATION TERMS AND CONDITIONS

1. Application. These terms and conditions apply to all of Customer's accounts with any of the Seneca entities including, without limitation, Seneca Companies, Inc. and Seneca Waste Solutions, Inc., [hereinafter "Seneca"]. These terms and conditions represent the entire and integrated terms and conditions between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. These terms and conditions also supersede terms and conditions attached to purchase orders.
2. Payment. All prices are F.O.B. shipping point and subject to change without notice. Customer agrees to pay all account balances in full within 10 days from receipt of invoice. Balances not received in full within 30 days shall bear a late payment fee of 1.5% per month (18% per year). All transactions are subject to a \$40.00 minimum billing charge. Customer is responsible for all applicable taxes. Customer shall pay a \$30.00 fee for each check returned for insufficient funds. Payment by credit card may incur additional applicable fees.
3. Returns and Cancellation. All sales to Customer are final and no returns will be allowed except at the discretion and upon terms acceptable to Seneca. Cores must be returned within 30 days of original shipment to be considered for credit.
4. Third Party Payment. Customer is responsible for full and timely payment of account balances regardless of whether Customer has received payment under any insurance policy, or from any third person or entity that may agree to or may be legally required to pay Customer's account balance. Upon request of Seneca, Customer shall assign to Seneca any and all rights it may have to third party payments. Upon assignment, Seneca is entitled to seek any remedies that Customer would have had for third party payments.
5. Purchase Money Security Interest. Customer grants to Seneca a purchase money security interest in all goods sold to Customer, including all proceeds, accessories, and replacements (collectively "Collateral"). Customer hereby appoints Seneca as its attorney in fact to execute and file any documents necessary to perfect its security interest in the Collateral. Customer shall not grant a security interest in the Collateral to any other party and shall keep the Collateral insured for its replacement value, naming Seneca as a loss payee and additional insured. The Collateral shall not be removed or moved except upon notice to Seneca. If Customer fails to pay Seneca in a timely manner, Customer consents to and authorizes Seneca to exercise all self-help remedies allowed under law, including without limitation, dismantling and removal of the Collateral or otherwise disabling the Customer's use of the collateral and Seneca shall not be liable for any incidental or consequential damages as a result thereof.
6. Warranties. Seneca sells all goods "as is". All goods sold are warranted only by the manufacturer's warranty, if any, and such warranties are passed from Seneca to the Customer according to the manufacturer's policy. No other warranty, express or implied, is made or intended by Seneca including the warranty of merchantability or fitness for a particular purpose. Seneca is at all times acting as an independent contractor in performance of services under this Agreement. Seneca will perform services using that degree of skill and care ordinarily exercised by other members of the profession under similar circumstances. No other warranty, express or implied, is made or intended by Seneca. Customer warrants that all information provided to Seneca is true and correct and that Customer has disclosed all adverse or unfavorable conditions that may affect this Agreement.
7. Credit Approval. Customer's application for credit is not a guaranty that Seneca will grant such credit. Seneca at its sole discretion can approve or not approve credit for any Customer or project.
8. Termination. Seneca may, without prejudice to any right or remedy, terminate its relationship with customer upon notice to customer.
9. Remedies and Indemnity. In the event of breach of this Agreement by Customer, Seneca may proceed in law or equity to enforce its rights hereunder. Seneca, at its discretion, may elect to proceed by arbitration which shall be binding on the Parties. Customer shall pay all costs and expenses, including attorney's fees, incurred by Seneca in enforcing its rights hereunder, and shall indemnify, defend, and hold harmless Seneca from and against all claims, demands, and causes of actions arising out of or resulting from Customer's breach of this Agreement.
10. Limitation of Liability. Seneca shall be liable only for damages that are a direct result of the negligence of Seneca except that Customer agrees that Seneca's total liability to Customer for claims arising out of or arising from Seneca's sale of goods or performance of services under this Agreement shall not exceed \$50,000 or the total fees payable to Seneca for the particular project, whichever is less, and that Seneca shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims). Any claims, demands, or causes of action against Seneca arising from or related in any manner to this Agreement, or to work, services, goods or products provided by Seneca pursuant to this agreement, must be brought within two (2) years from the date the work, service or provision of goods or products has been completed.
11. Force Majeure. Seneca shall not be liable for failure or delay in performing under this Agreement to the extent that such failure or delay is caused by an event or causes beyond Seneca's control.
12. Assignment. This Agreement may not be assigned by Customer without written consent of Seneca. If assigned, Customer will continue to be bound by this Agreement and will be liable for all terms and conditions contained herein.
13. Jurisdiction and Venue. Customer agrees that this Agreement shall be governed by Iowa law and jurisdiction and venue shall be with the Iowa District Court for Polk County or as otherwise required by law.
14. Service Level Agreements. Customer and Seneca may enter into Service Level Agreements with any of the Seneca entities which shall also be subject to these Terms and Conditions. Service Level Agreements may include without limitation service orders, purchase orders, proposals, and quotes. This Agreement along with any applicable Service Level Agreements and referenced attachments shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
15. Amendments. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
16. Severability. Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.