

Analytical Environmental Services, Inc.

3785 Presidential Parkway, Atlanta, Georgia 30340

800-972-4889 • 404-457-8177 • 404-457-8188 (fax)

www.aesatlanta.com

Client Data Sheet

General information

Name			Business is a: <input type="checkbox"/> sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation or LLC If a corporation or LLC, state of incorporation: _____		
Trade Name or d/b/a (if any)			Name of Billing Contact		
Physical Address			Billing Address		
City	State	Zip	City	State	Zip
Phone			Federal EIN (or SSN if not incorporated)		
Fax			website		
Date Business Established		Number of Employees		Estimated Annual Sales	

List the name, title, and home address and telephone number of your top three officers.

Name	Title	Home Address			Home Phone
		City	State	Zip	
Name	Title	Home Address			Home Phone
		City	State	Zip	
Name	Title	Home Address			Home Phone
		City	State	Zip	

Trade references: Provide information for at least three suppliers of goods or services to your business.

Name	Address			Phone
	City	State	Zip	Fax
Name	Address			Phone
	City	State	Zip	Fax
Name	Address			Phone
	City	State	Zip	Fax

Banking Information

Bank	Account Number	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other _____
Has the business or any of its officers listed above ever filed for bankruptcy in the last seven years? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Personal-Guaranty Agreement

Analytical Environmental Services, Inc. ("AES") is an environmental-testing laboratory that provides certified laboratory analyses of toxic, hazardous, and nonhazardous water and wastewater, underground-storage tanks, industrial hygiene, asbestos, and lead.

_____ ("Company") intends to submit samples to AES for laboratory analyses.

In consideration for AES analyzing the samples submitted to it by Company, I agree as follows:

- 1. Guarantee.** I unconditionally guarantee the full payment of all debts that Company has incurred or may incur with AES. This guarantee applies to the debts that Company has incurred with AES before I signed this agreement, as well as all future debts that Company may incur with AES. This guarantee is continuing, absolute, and unconditional, regardless of the validity or enforceability of any agreement between Company and AES, or of any changes, modifications, or amendments that may be made to any agreement between Company and AES. The provisions of O.C.G.A. § 10-7-21 will not apply to this guarantee. I consent to all future changes in the terms of AES's agreements with Company, including all forbearances and extensions of time for payment that AES may extend to Company.
- 2. Payment Upon Demand.** I will pay the money owed to AES under this agreement upon demand.
- 3. Waivers.** I waive diligence in collection, presentment, protest, notice of dishonor, demand for payment, notice of extension of time of payment, notice of acceptance of this agreement, notice of nonpayment when due, indulgences, and all other notices that I may be entitled to receive under this agreement. I also waive the provisions of O.C.G.A. § 10-7-24; AES may proceed against me before, after, or simultaneously with proceeding against Company.
- 4. Revoking Guarantee.** I may revoke the guarantee contained in this agreement at any time by giving written notice to AES at its then-current corporate headquarters. To be effective, I must send the written notice by certified mail with return receipt requested. My revocation will be effective when my written notice is received by AES. In any dispute over whether my guarantee has been revoked, or the date AES received the notice revoking my guarantee, I will bear the burden of proving the delivery of

the notice revoking my guarantee and the date that AES received my notice. Any notice revoking my guarantee will only have prospective effect. Thus, if I revoke my guarantee, my obligation to pay the debts incurred by Company before AES received my notice revoking my guarantee will not be affected.

- 5. Time.** Time is of the essence of this agreement.
- 6. Collection Costs.** If AES has to take action to collect any money that I may owe under this agreement, I will pay for all collection costs, including reasonable attorneys' fees.
- 7. Jurisdiction and Venue.** Any legal action or proceeding arising out of or relating to this agreement may be brought in the Superior, State, or Magistrate Court of DeKalb County, Georgia. I consent to the personal jurisdiction of these courts and waive any claim or defense based on any alleged lack of jurisdiction, improper venue, *forum non conveniens*, or any similar basis.
- 8. Applicable Law.** This agreement will be governed by the laws of the State of Georgia without regard to its conflict of law rules.
- 9. Severability.** If any part of this agreement is for any reason held to be unenforceable, the rest of the agreement will remain fully enforceable.

Guarantor's Signature

Guarantor's Printed Name

Date

Guarantor's Social Security Number

Residential Street Address

City/State/Zip

Phone

101021

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Terms & Conditions

We will provide our services to you under the following terms and conditions:

- 1. Fees.** The fees for our services will be billed according to the attached fee schedule. The fees may be adjusted from time to time. The fees billed will be those in effect at the time the services are rendered.
- 2. Billing and Payment.** We will invoice you for our services rendered. Invoices are payable upon presentation. You are responsible for reviewing our invoices promptly (always within 30 days of presentation) and raising any questions about amounts or items billed. If you object to a portion of the charges on an invoice, you remain responsible for the remainder; paying that remainder will not waive your objection. We reserve the right to postpone or discontinue providing additional services if billed amounts are not paid within 30 days. You will be charged interest at the rate of 1½% per month for any balance that remains unpaid for more than 30 days. Depending on your payment history with us, we may require payment in advance as a condition for providing services.
- 3. Purchase Orders or Chain-of-Custody Forms.** If you submit to us any purchase orders or chain-of-custody forms to request our services with terms or conditions that deviate from these terms and conditions, the deviant terms or conditions will be void and these terms and conditions will apply.
- 4. Time.** Time is of the essence.
- 5. Limitation of Liability.** Our entire liability for all causes of action, whether in contract, warranty, or tort (including negligence), for any claim relating to our services will be limited to the total fees that you paid for the specific services that form the basis for the claim. Further, under no circumstances will we be liable to you for any lost profits, lost revenue or indirect, special, consequential, exemplary, punitive, or incidental damages, even if you have been advised of or could have reasonably foreseen the possibility of these damages.
- 6. Force Majeure.** Except for payment obligations, neither of us will be held responsible for any delay or failure in performance to the extent that the delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure materials or transportation of materials, acts or omissions of carriers or suppliers, or other causes beyond our reasonable control.
- 7. Applicable Law.** These terms and conditions will be governed by the laws of the State of Georgia without regard to its conflict of law rules.
- 8. Jurisdiction and Venue for Disputes.** Any legal action or proceeding arising out of or related to the services that we provide to you must be brought in the Superior, State, or Magistrate Court of DeKalb County, Georgia, or the Atlanta Division of the United States District Court for the Northern District of Georgia. You consent to the personal jurisdiction of these courts and waive any claim or defense based on any alleged lack of jurisdiction, improper venue, *forum non conveniens*, or any similar basis.
- 9. Attorneys' Fees.** If we have to collect on your account, you will pay for all collection costs, including reasonable attorneys' fees.
- 10. Faxed or Electronic Copies.** Faxed or electronic copies (such as PDFs) of these terms and conditions will be as valid and enforceable as an original.
- 11. Entire Agreement.** Any prior agreements, promises, negotiations, or representations not expressly set forth in these terms and conditions are void. No promises have been made to you other than those stated in these terms and conditions. Any modifications to these terms and conditions must be in writing.
- 12. Severability.** If any part of these terms and conditions is for any reason held to be unenforceable, the rest of the terms and conditions will remain fully enforceable.

Client: _____

Client agrees to the terms and conditions set forth above for Analytical Environmental Services, Inc. providing services to Client.

Authorized Signature

Print Name & Title

Date