



# EQ-The Environmental Quality Company

## NEW ACCOUNT APPLICATION

Legal Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ Fax: \_\_\_\_\_

County: \_\_\_\_\_

Billing Address (if different from above): \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Officers: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

Federal Identification Number: \_\_\_\_\_ Duns Number: \_\_\_\_\_

Credit Limit Requested: \$ \_\_\_\_\_ Are Purchase Orders required for billing? \_\_\_\_\_ Yes \_\_\_\_\_ No

*Please fill out the following completely to avoid any delays in your application. Completing this section authorizes the listed trade references to release any credit information relating to your application.*

### TRADE CREDIT REFERENCES

1) Name: \_\_\_\_\_

3) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

2) Name: \_\_\_\_\_

4) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

## **STANDARD TERMS AND CONDITIONS**

The Agreement between the Customer and EQ – The Environmental Quality Company and/or its member companies (hereinafter “EQ”) related to or associated with Delivered Waste, as herein defined, shall be governed by the following Standard Terms and Conditions in addition to the terms and conditions contained in any Waste Characterization Report, Customer Approval Quote Confirmation, Generator Approval Notification, Notice of Waste Approval Expiration, and/or Credit Agreement associated with such Delivered Waste.

The Customer may use its standard forms (such as purchase orders, acknowledgments of orders, and invoices) to administer its dealings under this Agreement for convenience purposes, but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

### **Definitions**

The following definitions shall apply for purposes of this Agreement:

“**Acceptable Waste**” shall mean any hazardous waste, as defined under applicable State or federal law, determined by EQ as acceptable for treatment and/or disposal in accordance with this Agreement.

“**Delivered Wastes**” shall mean all wastes (i) which are transported, delivered, or tendered to EQ by the Customer; (ii) which the Customer has arranged for the transport, delivery or tender to EQ; or (iii) ) which are transported, delivered, or tendered to EQ under a Credit Agreement between the Customer and EQ.

“**Non-Conforming Wastes**” shall mean wastes that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Characterization Report and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Characterization Report (i) which increase the nature or extent of the hazard and risk undertaken by EQ in treating and/or disposing of the waste, or (ii) for whose treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in EQ’s price quote; or (c) are not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

### **Control of Operations**

EQ shall have sole control over all aspects of the operation of any treatment and/or disposal facility of EQ receiving Delivered Wastes under this Agreement (hereinafter, “Waste Management Facility”), including, without limitation, maintaining EQ’s desired volume of Acceptable Wastes being delivered to any Waste Management Facility by the Customer or any other person or entity.

### **Identification of Waste**

For each waste material to be transported, delivered, or tendered to EQ under this Agreement, the Customer shall provide, or cause to be provided, to EQ a representative sample of the waste material and a completed Waste Characterization Report containing a physical and chemical description or analysis of such waste material, which description shall conform with any and all guidelines for waste acceptance provided by EQ. On the basis of EQ’s analysis of such representative sample of the waste material and such Waste Characterization Report, EQ will determine whether such wastes are Acceptable Wastes. EQ does not make any guarantee that it will handle any waste material or any particular quantity or type of waste material, and EQ reserves the right to decline to transport, treat and/or dispose of waste material. The Customer shall promptly furnish to EQ any information regarding known, suspected or planned changes in the composition of the waste material. Further, the Customer shall promptly inform EQ of any change in the characteristic or condition of the waste material which becomes known to the Customer subsequent to the date of the Waste Characterization Report.

### **Non-Conforming Wastes**

In the event that EQ at any time discovers that any Delivered Waste is Non-Conforming Waste, EQ may reject or revoke its acceptance of the Non-Conforming Waste. The Customer shall have seven (7) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the seven (7) day period. If the Customer does not direct an alternative disposal, at its option, EQ may return any such Non-Conforming Wastes to the Customer, and the Customer shall pay or reimburse EQ for all costs and expenses incurred by EQ in connection with the receipt, handling, sampling, analyses, transportation and return to the Customer of such Non-Conforming Wastes. If it is impossible or impractical for EQ to return the Non-Conforming Waste to the Customer, the Customer shall reimburse EQ for all costs, of any type or nature whatsoever, incurred by EQ, solely because such Delivered Waste was Non-Conforming Waste (including, but not limited to, all costs associated with any remedial steps necessary, due to the nature of the Non-Conforming Waste, in connection with material with which the Non-Conforming Waste may have been commingled and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Non-Conforming Waste).

### **Customer Warranty - Acceptable Wastes**

All Delivered Wastes shall be Acceptable Wastes and shall conform in all material respects to the description and specifications contained in the Waste Characterization Report. The information set forth in the Waste Characterization Report or any manifest, placard or label associated with any Delivered Wastes, or otherwise represented by the Customer or the generator (if other than the Customer) to EQ, is and shall be true, accurate and complete as of the date of receipt of the involved waste by EQ.

### **Customer Warranty - Title to Wastes**

Either the Customer or the generator (if other than the Customer) shall hold clear title, free of any all liens, claims, encumbrances, and charges to Delivered Waste until such waste is accepted by EQ.

**Customer Warranty - Compliance with Laws.**

The Customer shall comply with all applicable federal, state and local environmental statutes, regulations, and other governmental requirements, as well as directives issued by EQ from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements. Starting October 1, 2002, the Michigan Department of Environmental Quality will assess a manifest fee for all hazardous waste manifests used in the State of Michigan for wastes generated in Michigan.

**Customer Warranty - Updating Information.**

If the Customer receives information that Delivered Waste or other hazardous waste described in the Waste Characterization Report, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to EQ, or if the Customer or generator (if other than the Customer) has changed the process by which such waste results, the Customer shall promptly report such information to EQ in writing.

**Customer Indemnity.**

The Customer shall indemnify, defend and hold harmless EQ, and its affiliated or related companies, and all of their respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including EQ's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effect on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused or arising out of (i) a breach of this Agreement by the Customer, (ii) the failure of any warranty of the Customer to be true, accurate and complete, or (iii) any willful or negligent act or omission of the Customer, or its employees or agents in connection with the performance of this Agreement.

**Force Majeure**

EQ shall not be liable for any failure to accept, receive, handle, treat, and/or dispose of Delivered Waste due to an act of God, fire, casualty, flood, war, strike, lockout, labor trouble, failure of public utilities, equipment failure, facility shutdown, injunction, accident, epidemic, riot, insurrection, destruction of operation or transportation facilities, the inability to procure materials, equipment, or sufficient personnel or energy in order to meet operational needs without the necessity of allocation, the failure or inability to obtain any governmental approvals or to meet Environmental Requirements (including, but not limited to voluntary or involuntary compliance with any act, exercise, assertion, or requirement of any governmental authority) which may temporarily or permanently prohibit operations of EQ, the Customer, or the Generator, or any other circumstances beyond the control of EQ which prevents or delays performance of any of its obligations under this Agreement.

**Governing Laws**

This Agreement shall in all respects be governed by and shall be construed in accordance with the laws of the State of Michigan applied to contracts executed and performed wholly within such state.

**Surcharges**

An insurance surcharge of 1½% will apply to all transportation, service and disposal charges.

An energy surcharge based on the Consumer Price Index adjusted on a quarterly basis will be applied to disposal fees associated with waste handled and/or treated, disposed, or recycled at EQ facilities.

The undersigned, an authorized officer or owner, jointly and severally, in consideration of EQ-The Environmental Quality Company and/or its member companies (hereinafter "EQ") extending credit to the above named applicant(s), hereby agrees to pay for all goods and/or services supplied to the applicant within specified terms, and in the event it should become necessary to place our account with an attorney or collection agency, the undersigned agrees to pay all costs of such collections, including court costs and attorney fees. The undersigned and the Applicant agree that this Credit Agreement and all wastes which are transported, delivered, or tendered to EQ under this Credit Agreement shall be subject to the above Standard Terms and Conditions, and that the Applicant and the undersigned shall be bound by such Standard Terms and Conditions.

**All charges are payable at Net 30 days. A 1½% late fee will be added to all overdue invoices.**

We agree to immediately notify EQ of any change in ownership or address or form of said business. I hereby certify the foregoing to be true and to the best of my knowledge and agree to the above terms.

Applicant: \_\_\_\_\_  
(company name)

By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
(typed or printed name)

E-mail : \_\_\_\_\_

**Please return to:**

**EQ - The Environmental Quality Company  
Attn: Credit Department  
36255 Michigan Avenue  
Wayne, MI 48184  
Phone: (734) 329-8000**

**Fax: (734) 329-8099**

EQ Account Executive: \_\_\_\_\_