



New Account Application

Legal Name of Business: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip Code: _____ Fax: _____

Billing Address (if different from above): _____

City: _____ State: _____ Zip Code: _____

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: _____
Address: _____

Contact: _____
Phone: _____
Fax: _____

2)Name: _____
Address: _____

Contact: _____
Phone: _____
Fax: _____

3)Name: _____
Address: _____

Contact: _____
Phone: _____
Fax: _____

4)Name: _____
Address: _____

Contact: _____
Phone: _____
Fax: _____



STANDARD TERMS AND CONDITIONS

The Agreement between the Customer and NewStream related to or associated with Delivered Non-Hazardous Waste Water, as herein defined, shall be governed by the following Standard Terms and Conditions in addition to the terms and conditions contained in any Waste Profile, Customer Approval Quote Confirmation, Generator Approval Notification, Notice of Non-Hazardous Waste Water Approval Expiration, and/or Credit Agreement associated with such Delivered Non-Hazardous Waste Water.

Definitions

The following definitions shall apply for purposes of this Agreement:

“Acceptable Non-Hazardous Waste Water” shall mean any Non-Hazardous Waste Water determined by NewStream as acceptable for treatment in accordance with this Agreement.

“Delivered Non-Hazardous Waste Water” shall mean all Non-Hazardous Waste Water (1) which is transported, delivered, or tendered to NewStream by the Customer; (2) which the Customer has arranged for the transport, delivery or tendered to NewStream; (3) which is transported, delivered or tendered to NewStream under a Credit Agreement between the Customer and NewStream.

“Non-Conforming Non-Hazardous Waste Water” shall mean Non-Hazardous Waste Water that (a) is not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Profile and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Profile (1) which increase the nature or extent of the risk undertaken by NewStream in treating of the Non-Hazardous Waste Water, or (2) which increase the cost of the treatment of the Non-Hazardous Waste Water beyond that specified in the NewStream 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.

“Non-Hazardous Waste Water” shall be as defined under applicable state or federal law.

Control of Operations

NewStream shall have sole control over all aspects of the operation of any treatment by NewStream of Delivered Non-Hazardous Waste Water under this Agreement including, without limitation, maintaining NewStream desired volume of Acceptable Non-Hazardous Waste Water being delivered to NewStream by the Customer or any other person or entity.

Identification of Non-Hazardous Waste Water

For each Non-Hazardous Waste Water being transported, delivered, or tendered to NewStream under this Agreement, the Customer shall provide, or cause to be provided, to NewStream a representative sample of the material and a completed Waste Profile containing a physical and chemical description or analysis of such material, which description shall conform with any and all guidelines for Non-Hazardous Waste Water acceptance by NewStream. By delivering the sample of the material to NewStream, the Customer thereby represents and warrants to NewStream that the sample is representative of the material that has been, or will be, delivered to NewStream for analysis and treatment. On the basis of NewStream’s analysis of such representative sample of the material and such Waste Profile, NewStream will determine, in its sole discretion, whether such Non-Hazardous Waste Water is acceptable. NewStream does not make any guarantee that it will handle any material or any particular quantity or type of Non-Hazardous Waste Water, and NewStream reserves the right to decline to treat material. The Customer shall promptly furnish to NewStream any information regarding known, suspected or planned changes in the composition of the material. Further, the Customer shall promptly inform NewStream of any change in the characteristic or condition of the material which becomes known to the Customer subsequent to the date of the Waste Profile.

Non-Conforming Non-Hazardous Waste Water

In the event that NewStream at any time discovers that any Delivered Non-Hazardous Waste Water is Non-Conforming, NewStream may reject or revoke its acceptance of the Non-Conforming Non-Hazardous Waste Water



Customer Warranty – Acceptable Non-Hazardous Waste Water

All Delivered Non-Hazardous Waste Water shall be Acceptable Non-Hazardous Waste Water and shall conform in all material respects to the description and specification contained in the Waste Profile. The information set forth in the Waste Profile or any paperwork or labeling associated with any Delivered Non-Hazardous Waste Water or otherwise represented by the Customer or the generator (if other than the Customer) to NewStream, is and shall be true, accurate and complete as of the date of receipt of the involved Non-Hazardous Waste Water by NewStream.

Customer Warranty – Title to Non-Hazardous Waste Water

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 Non-Hazardous Waste Water until such Non-Hazardous Waste Water is accepted and off-loaded for treatment by NewStream.

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 NewStream from time to time, governing the transportation and treatment of Acceptable Non-Hazardous Waste Water, including, but not limited to, all packaging, paperwork, containerization, placarding and labeling requirements.

Customer Indemnity

The Customer shall indemnify, defend and hold harmless NewStream, and its 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 actions, suits, cost and expenses (included, but not limited to, reasonable cost of defense, settlement, and reasonable attorney’s 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: (a) bodily injuries (including, but not limited to death, sickness, disease and emotional or mental distress) to any person (including NewStream employees), (b) damage, (including, but not limited to, loss of use) to any property (public or private), (c) 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 (d) any violation or alleged violation of any statutes, ordinances, orders, rules or regulation of any governmental entity or agency, any of which are caused or arise out of (1) a breach of this Agreement by the Customer, (2) the failure of any representation or warranty herein or otherwise of the Customer to be true, accurate and complete, or (3) 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

NewStream shall not be liable for any failure to accept, receive, handle or treat delivered Non-Hazardous Waste Water 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 NewStream, the Customer, or the generator, or any other circumstances beyond the control of NewStream 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 Massachusetts without regard to the conflicts of laws principles thereof.

Entire Agreement

This written agreement represents the final, entire agreement among the parties hereto and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties hereto. There are no unwritten oral agreements between the parties hereto.

Severability

In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



Payment Terms

The following terms apply to all charges payable to NewStream for services rendered:

- All charges are payable at Net 30 days.
- A 2% discount will be applied to all cash payments received at or before Net 10 days.
- A 1% discount will be applied to all credit card payments received at or before 10 days.
- A 1-1/2% late fee will be added to all overdue invoices.
- Any account that has a balance that is more than 30 days past due (Net 60 days) shall be required to pay COD for any new shipments received, plus 25% of the past due balance (including the 1-1/2% late fee) until the account is current.
- It is NewStream's policy to keep a credit card number on file for every customer. If there is a balance on the account that is more than 60 days past due (Net 90 days), the customer's credit card will automatically be charged for the total amount of the past due balance, plus the 1-1/2% late fee.

The undersigned, an authorized officer or owner, jointly and severally, in consideration of NewStream extending credit to the above named applicant(s), hereby agrees to pay for all goods and/or services supplied to the applicant within the 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 Non-Hazardous Waste Water which is transported, delivered, or tended to NewStream 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 the such Standard Terms and Conditions.

We agree to immediately notify NewStream 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: _____

Credit card number: _____

Expiration date: _____

**Please return to: NewStream, LLC
527 Pleasant Street, Building 11D
Attleboro, MA. 02703
Phone: 508-236-6001
Fax: 508-236-6004**