



HARCROS CHEMICALS INC. (SELLER)

Application for Credit

ALL SECTIONS MUST BE COMPLETED

New Account Yes [] No [] Sales Representative Location #

Applicant Information

Legal Name of Business (Buyer) Trade Style
Bill to Address City, State, Zip
Contact Name and Title Area Code/Phone # Area Code/Fax #
Ship to Address(If different from Bill to Address): City,State, Zip
County: Inside or Outside City Limits Yes [] No []
Dun & Bradstreet Number SIC Code:
Federal ID #
Contact Name and Title Area Code/Phone # Area Code/Fax #
Type of Entity: Corporation: Partnership: Proprietorship:
If Incorporated: Date of Incorporation : State of Incorporation:
Owners/Partners/Principals: Social Security #:
Name/Title Social Security #:

Parent(s) or (Co-) Owner(s)

Parent/Co-Owner Name Parent/Co-Owner Name
Address Address
City/State/Zip City/State/Zip

Primary Bank Reference

Name Area Code/Phone # Area Code/Fax # Account Number Average Balance
Street Address Type of Account
Reg Checking [] Special Checking [] Savings [] Loan []
City/State/Zip Name of Bank Officer

Trade References

Name Area Code/Phone # Name Area Code/Phone #
Street/City/State/Zip Area Code/Fax # Street/City/State/Zip Area Code/Fax #
Name Area Code/Phone # Name Area Code/Phone #
Street/City/State/Zip Area Code/Fax # Street/City/State/Zip Area Code/Fax #
Financial Statement Attached [] Will Be forwarded on (Date):

PLEASE ATTACH SALES TAX EXEMPTION CERTIFICATE
WE ARE REQUIRED TO CHARGE SALES TAX UNLESS WE RECEIVE AN EXEMPTION CERTIFICATE

(PLEASE SIGN THE APPLICATION ON SECOND PAGE)

**TERMS AND CONDITIONS
APPLICABLE TO CREDIT CUSTOMERS**

These Terms and Conditions shall apply to buyers to which Seller consents to extend credit. Completion of this application conveys to Buyer no right to credit which is solely at Seller's discretion. Seller's consent to extend credit to Buyer is made in reliance upon the representation of Buyer in this Application and in reliance upon any and all information furnished to Seller by Buyer whether directly or indirectly. Buyer acknowledges and agrees that the following Terms and Conditions apply to all credit sales, and in addition that Seller's General Sales and conditions apply to all credit sales and non-credit sales, of Product by Seller to Buyer.

1. PAYMENT: Buyer shall make payment for the full amount of Seller's invoice(s) in U.S. Dollars without discount, adjustments, or set-off, in accordance with the agreed upon net payment days. Buyer's purchase order and/or other documents of the Buyer will not become part of any agreement unless Seller agrees in writing. If Buyer fails to comply with any of the stated payments terms, Seller, without limitation, may do one or more of the following (1) terminate this and any other existing agreement between Buyer and Seller, (2) suspend deliveries until all indebtedness is paid in full, or (3) place Buyer on a cash-in-advance basis.

If at any time, in the sole opinion of Seller, the financial responsibility of Buyer is impaired or unsatisfactory, deliveries may be suspended or Buyer may be placed on a cash-in-advance status until arrangements are made for security satisfactory to Seller, or at Seller's option, until all indebtedness to Seller is paid in full.

2. PAYMENT LOCATION: All sums owed by the Buyer to the Seller are payable according to our invoice terms. All payments are deemed received at Seller's counter when received at the location noted on Seller's invoice.

3. SECURITY INTEREST: The Buyer hereby grants Seller a security interest in all Product sold to Buyer by Seller now held or hereafter acquired, and all proceeds thereof which will be deemed collateral for Buyer's debt to Seller until Buyer has paid Seller for each Product in full. In addition, Buyer authorizes Seller to act as Buyer's agent to sign on behalf of Buyer UCC-1 Financing Statements perfecting Seller's as security interest in the above collateral. Buyer shall itself execute any such UCC-1 Financing Statements, upon request by Seller.

4. MATERIAL BREACH: a Material Breach of these Terms and Conditions (Agreement) includes, but is not limited to, the following: Buyer's failure to perform any material obligation under this Agreement, including Buyer's failure to make any payment in full to Seller when due; any representation by Buyer to Seller relating in any way to financial status or credit responsibility of Buyer or any other party relied upon in granting credit to Buyer, whether heretofore or hereafter, which is untrue or misleading, insolvency of Buyer, assignment by Buyer for the benefit of creditors, institution of proceedings by or against Buyer in bankruptcy; appointment of a receiver of Buyer, dissolution, or merger of Buyer and transfer of a substantial part of Buyer's assets.

5. REPAYMENT ACCELERATION AND INTEREST: Upon any Material Breach (as defined in Paragraph 4 above) of the Buyer, Seller may terminate Buyer's credit and/or may declare all outstanding indebtedness of Buyer immediately due and payable interest thereupon shall accrue from the day after the payment is due at the maximum rate allowable by law. The payment due date is the payment schedule due date for overdue sums owed and the payment due date for other outstanding indebtedness is the date that such sums are declared immediately due and payable. Furthermore, should any Material Breach occur, Buyer shall permit any authorized representative of Seller to enter upon the premises of Buyer to inspect Buyer's business accounts, inventories and records and Buyer shall have the right to impound or seize unpaid for Product bought from Seller and/or inventory of finished product manufactured therefrom or the proceeds thereof. Termination, for any reason whatsoever will not relieve Buyer of its obligation to settle any unpaid balances due Seller under this Agreement but shall relieve Seller of any obligation to make additional deliveries.

6. NON-LIABILITY FOR TERMINATION: The parties have considered the possibility that one or both parties will incur expenses in preparing for performance of the Agreement and that one or both parties will incur expenses and suffer losses as a result of termination of Buyer's credit, and the parties have nevertheless agreed that neither party shall be liable for any damages by reason of such termination.

7. OFFSETS: In the event of Buyer's default under this Agreement, Seller and any of its parents, subsidiaries or affiliates, may offset damages arising therefrom, including without limitations, withholding payment, delivery or acceptance of Product, material or services, relating to any agreement or transaction with Buyer, its parents, subsidiaries or affiliates.

8. WARRANTIES: Seller warrants that it has marketable title to the Product, free and clear of all liens and encumbrances and that the Product shall be delivered free of the rightful claims of any third person by way of United States patent infringement as to the Product itself.

Seller does not warrant against United States patent infringement by way of the use of the product in combination with other materials or in the operation of any process by Buyer. Seller makes no other express or implied warranty, statutory or otherwise, concerning the product, including without limitation, no express or implied warranty of fitness for a particular purpose, or of merchantability.

Buyer hereby waives all causes of action and remedies to which Buyer is or may become entitled under the U.S. Deceptive Trade practices Act except insofar as such waiver may be ineffective by statute.

9. CLAIMS REGARDING PRODUCT: All claims of Buyer with respect to the quality, quantity, or delivery of Product sold and delivered pursuant to mutual agreement shall be deemed waived and forever barred unless Buyer notifies Seller of the nature and details of the claim(s) in writing within fifteen (15) days after delivery of the shipment by Seller. Any such claim which is not asserted as a claim, counterclaim, defense or set-off in a third party dispute resolution proceeding instituted within two(s) years after the cause of action arises shall be forever waived, barred and released.

10. ATTORNEY'S FEES: In the event that a collection agency is engaged and/or legal proceedings are commenced in order to enforce say of the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of collection, including court costs and reasonable attorney's fees. The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them.

Prior to the commencement of deliveries or Product, and at any time and from time to time thereafter upon demand from Seller, Buyer shall provide Seller such credit information as may be reasonable required by Seller to determine Buyer's financial creditworthiness.

Credit Information

Applicant authorizes Harcros to obtain from applicant or 3rd parties such information as Harcros may require in connection with Application for Credit. Applicant certifies that the information contained in the Application and all financial information is true and correct and acknowledges that Harcros will rely on such on extending credit. Applicant acknowledges that he/she has read, and agrees that Buyer will be bound by the Terms and Conditions on this application.

The signatory below certifies that he/she is authorized to sign this Application on behalf of the Corporation, Partnership, or Proprietorship.

Date

Signature

Print Name & Title