

**Wasatch Minerals, LLC. (RETURN FAX: 480-619-4104)
CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

BUSINESS CONTACT INFORMATION

Questions: Sandie Wood 480 619 4100x106

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Date business commenced:

Credit Amount Requested:

Sole proprietorship:

Partnership:

Corporation:

Other:

FEIN:

AZ Tax ID#:

NOTE: If you are tax exempt, please attach a copy of the Arizona Form 5000

BUSINESS AND CREDIT INFORMATION

Primary business address:

City:

State:

ZIP Code:

How long at current address?

Telephone:

Fax:

E-mail:

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Account Type - (Yes or No)

Account number

Savings

Checking

Other

BUSINESS/TRADE REFERENCES

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within ten working days.
3. By submitting this application, you authorize Wasatch Minerals, LLC. to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

TERMS AND CONDITIONS

(Wasatch Minerals, LLC. Credit Application for a Business Account)

1. Prior to any material, whether delivery or FOB, the undersigned must identify to Wasatch Minerals, LLC. the Project Name, Project Address, General Contractors Name, Owner of Job and Purchase Order Numbers (if required).
2. The APPLICANT hereby makes known, by the signature(s) below that they will hereby follow the above set terms and conditions, as stated by Wasatch Minerals, LLC. as well as agreed to pay invoices within the terms of NET 30 DAYS and NOT PAID WHEN PAID (Example: Sales purchased/delivered or FOB on June 1 are due on July 1). FAILURE TO COMPLY WITH THESE TERMS WILL LEAD TO SUSPENSION OF SAID CREDIT ACCOUNT. ALL COLLECTION FEES TO INCLUDE, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND INTEREST ACCURING. TO COLLECT SUCH DEBT WILL BE AT THE EXPENSE OF THE APPLICANT. Venue and jurisdiction is to be in Maricopa County, Arizona. We do exercise the rights to prepare preliminary notices and record or file mechanic's liens. This is company policy and is not a reflection of a customer's credit standing. The right to accept or refuse credit is reserved by our company.
3. Wasatch Minerals, LLC. reserves the right, at its option, and without liability, to place account on credit hold and/or delivery, and/or refuse to deliver or release materials if APPLICANT refuses to pay money due Wasatch Minerals, LLC. (SELLER).
4. All claims against Wasatch Minerals, LLC. (SELLER) are waived by BUYER unless filed with Wasatch Minerals, LLC. in writing within ten (10) days from the date of delivery. Wasatch Minerals, LLC. (SELLER) shall have thirty (30) days from receipt of said notification to inspect and correct a defect if such claim is allowed. APPLICANT SHALL HAVE NO RIGHT TO DEDUCT THE AMOUNT OF ANY CLAIM FROM THE INVOICE OF Wasatch Minerals, LLC. (SELLER) UNTIL THE CLAIM IS APPROVED BY Wasatch Minerals, LLC. (SELLER) OR ADJUDICATED BY THE PROPER AUTHORITY.
5. This CREDIT APPLICATION AGREEMENT is to be governed by the laws of the State of Arizona; and the venue for any litigation pertaining to this agreement will be in the County of Maricopa, State of Arizona.
6. All terms and conditions set forth in the CREDIT APPLICATION AGREEMENT shall apply to all future business with the APPLICANT and Wasatch Minerals, LLC. unless written agreement is entered into between these parties, modifying these terms and conditions.
7. In consideration of Wasatch Minerals, LLC., agreement to extend credit to the BUYER, these parties agree that this instrument MAY be used, at the discretion of Wasatch Minerals, LLC. as a SECURITY AGREEMENT and FINANCIAL STATEMENT, which shall secure negotiable and non-negotiable instruments and accounts receivable now owned by BUYER, as well as those which are thereafter acquired. We reserve the right to request Updated Financial Statements.
8. APPLICANT understands and agrees that Wasatch Minerals, LLC. is extending credit to APPLICANT pursuant to these terms and conditions only; and that these terms and conditions are given irrespective of any terms and conditions of APPLICANT'S PURCHASE ORDER to the contrary.
9. Applicant agrees AND IS RESPONSIBLE for paying sales tax if any is due. APPLICANT agrees to provide certificate of exemption, annually, in lieu of said taxes.
10. This agreement shall inure the benefit of the successors and assigns of Wasatch Minerals, LLC. and shall be binding upon APPLICANT's heirs, legatees, devisees, personal representatives, successors, and assigns.
11. APPLICANT certifies that any and all information now an thereafter supplied to Wasatch Minerals, LLC. by APPLICANT, or at APPLICANT's request or instruction, is both accurate and complete, and APPLICANT will upon request, establish the accuracy and completeness of such information. APPLICANT shall promptly notify, IN WRITING, Wasatch Minerals, LLC. of any changes in such information supplied and of any change in APPLICANT's residence, chief place of business, or mailing address. APPLICANT shall promptly notify, IN WRITING, Wasatch Minerals, LLC. if APPLICANT should change its name or begin to do business under any other names. APPLICANT shall promptly notify Wasatch Minerals, LLC. by certified mail to our office in Mesa, Arizona if he should incorporate this business at any time subsequent to the date of application.
12. APPLICANT warrants and represents that it has authority to enter the Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for an on behalf of APPLICANT. If APPLICANT is not a corporation, APPLICANT acknowledges that Wasatch Minerals, LLC. is relying upon the creditworthiness and financial ability of the owner or owners of APPLICANTs and upon business name of APPLICANT; therefore, in the event APPLICANT subsequently incorporates, the owners of APPLICANT and the new corporation shall be liable jointly and personally to Wasatch Minerals, LLC. for all indebtedness of APPLICANT then existing and thereafter incurred.
13. By signing this Application, I authorize Wasatch Minerals, LLC. or its agent to investigate my personal credit and my financial records including my banking records. As part of such investigation, I authorize Wasatch Minerals, LLC. to request and obtain my personal consumer credit reports in connection with the opening, monitoring, renewal, and extension of this credit account.

PLEASE PRINT YOUR NAME AND TITLE

By: _____ Date _____
SIGNATURE (Owner/Corporation Officer/Partner)

CONTINUING PERSONAL GUARANTY

(Wasatch Minerals, LLC. Credit Application for a Business Account)

In consideration of the extension of credit to APPLICANT ("CUSTOMER") by Wasatch Minerals, LLC., and as an inducement to Quality Emulsions, LLC. to continue to extend credit to said Customer, the undersigned jointly and severally, unconditionally guarantees, without limitations as to the amount, the prompt payment, personally, when due of any and all indebtedness of Customer to Wasatch Minerals, LLC. now and hereafter owned by Customer, together with any late payment charge that may accrue thereon. In addition, the undersigned agrees to personally pay all cost of collection, legal expenses and actual attorney's fees paid or incurred by Wasatch Minerals, LLC. in the collection of any sums due hereunder and in enforcing the Guaranty. Any and all payments upon indebtedness made by Customer, Guarantor, or any other person, and the proceeds of any and all collateral or security for any indebtedness, may be applied by Wasatch Minerals, LLC. upon such of the indebtedness of Wasatch Minerals, LLC. shall determine in its sole discretion.

By signing this guaranty the undersigned guarantor avows that "If I do not submit a spousal signature, I am avowing that I am an unmarried person who is solely authorized to provide this Continuing Personal Guaranty. I also understand that this is avowal is a material term relied upon by Wasatch Minerals, LLC. in extending credit".

This is intended to be, and is, a Personal Continuing Guaranty and shall not be revoked, except in written notice to Wasatch Minerals, LLC. upon receipt of such said notice with STOP ALL DELIVERY AND/OR FOB SALES, until Personal Continuing Guaranty is replaced.

_____	_____
Self (Printed Name)	Spouse (Printed Name)
_____	_____
Self (Signature)	Spouse (Signature)
_____	_____
Self (Social Security Number)	Spouse (Social Security Number)
_____	_____
Self (Current Address/City/State/Zip)	Spouse (Current Address/City/State/Zip)

This forgoing instrument was acknowledged before me on this _____ day of _____, 20____

By _____

Notary

FOR OFFICE USE ONLY

Account Number: _____

Opened by: _____

Credit Limit: _____

Approved by: _____