



CREDIT APPLICATION AND AGREEMENT

Return to: invoices@mskmining.com

MSK MINING

SALESPERSON: _____

(ATTENTION: PLEASE COMPLETE AND SIGN IN ENTIRETY)

Credit Limit Requested \$ _____

APPLICANT (Customer): Corporate or Company Name:

Legal Name: _____

Trade Name: _____

Applicant Mailing Address: _____ Zip Code _____

Applicant Street Address (if different): _____ Zip Code _____

Applicant Phone #: _____ Fax #: _____ Cell Ph. #: _____ E-mail: _____

Founded: _____ Corporation LLC Partnership Sole Proprietor Applicant Federal Tax ID# _____

Contractor's Registration No.: _____ Expiration Date: _____ Bonding Agent: _____

Business License No.: _____ Annual Sales: _____ Phone-Agent: _____

NAMES & POSITIONS OF PRINCIPALS AND GUARANTORS:

Name Title Social Security No.

Name Title Social Security No.

Name Title Social Security No.

PROJECT: Prior to the delivery of materials or services by MSK Mining LLC, to a Customer, or prior to the Customer taking materials from MSK Mining LLC, Customer will complete an MSK Mining LLC "NEW PROJECT WORKSHEET" for each project of Customer's. New Project Worksheets must be completed and returned to MSK Mining LLC, no later than three (3) business days after first pickup and/or delivery of materials and/or services.

The Applicant hereby authorizes the release of credit information to MSK Mining LLC, by any Trade or Bank reference listed herein.

BANK REFERENCE:

Bank Name: _____ Acct. No.: _____ Loan No.: _____

Contact Name: _____ Phone No.: _____ Fax No.: _____

TRADE AND CREDIT REFERENCES:

Name/Address	Phone	Fax	Contact Name

Will your purchases be resold? Yes _____ No _____(if yes, a current Resellers Permit must be attached)

CHARGE AGREEMENT AND STATEMENT OF CREDIT POLICIES:

1. IN CONSIDERATION FOR THE SALES TO APPLICANT ON OPEN ACCOUNT, APPLICANT AND THE UNDERSIGNED AGREE THAT ALL INVOICES ARE NET AND PAYMENT IS DUE ON ALL INVOICES THROUGH THE END OF THE CALENDER MONTH BY THE 10TH OF THE FOLLOWING MONTH. THEREAFTER, THE BALANCE IS PAST DUE AND INTEREST WILL BE CHARGED AT 1.5% PER MONTH (18% PER ANNUM) ON ALL PAST DUE BALANCES UNTIL PAID IN FULL. All payments received by MSK Mining LLC, (hereinafter "MSK Mining") on past due balances shall be applied first to interest, then to attorney's fees and costs associated with collection (if any) and finally to the principal amount owed. MSK Mining shall have the right to offset the amount of any obligation due and owing to MSK Mining by Customer against any obligations at any time due and owing to Customer or any individual or entity in any way related to Customer by MSK Mining, whether under this Agreement or under any other Agreement or understanding between MSK Mining and Customer or any individual or entity in any way related to Customer. Customer also grants to MSK Mining the right to collect the amount of any obligation due by Customer to MSK Mining from any individual or entity that is a debtor to Customer. If for any reason the account is turned over to a collection agency for nonpayment, an additional charge of 35% will be added to cover collection costs.

2. We reserve the right to terminate credit on any account at any time and for any reason and to declare any unpaid account balance immediately due and payable. Shipments may be held if an account is not paid according to the terms of sale.

3. By signing this Agreement, Customer hereby grants to MSK Mining a security interest in all of Customer's "inventory" as that term is defined in the UCC (hereafter Collateral), now owned or hereafter acquired by Customer together with the proceeds thereof for the purpose of securing prompt payment of all amounts that may become due to MSK Mining. As security for payment, Customer hereby grants to MSK Mining a continuing security interest in the Collateral. MSK Mining's security interest shall continually exist until all obligations of Customer have been paid in full to the satisfaction of MSK Mining. Customer authorizes MSK Mining to file financing statements covering the Collateral. Customer shall not file any amendments, correction statements, or termination statements concerning the Collateral without the prior written consent of MSK Mining. The determination by MSK Mining that the prospect for payment or performance of any of Customer's obligations is impaired for any reason or any other breach of this Agreement shall constitute an "Event of Default". Upon the occurrence of an Event of Default, MSK Mining may, without notice or demand, accelerate the maturity of the debt and exercise the rights and remedies of a secured party under the Uniform Commercial Code and all other rights and remedies available to MSK Mining under this Agreement and applicable law and may enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom without any liability for suit, action or other proceeding. Customer hereby waives any and all rights to prior notice and to judicial hearing with respect to repossession of Collateral. MSK Mining shall have the right to require Customer, at Customer's expense, to assemble and deliver the Collateral to such place or places as MSK Mining may designate.

4. In the event of litigation, the prevailing party shall be entitled to recover their reasonable attorney's fees and other disbursements and costs. The terms and conditions of this Agreement shall be governed by and interpreted under the case and statutory law of the State of Washington. In the event any action is brought, jurisdiction and venue shall be in Kittitas County, Washington exclusively.

5. To buy from us on credit, the Customer must meet our credit policies as outlined herein. We reserve the right to refuse credit to anyone.

6. We reserve the right to check Customer's credit history, directly and through credit reporting agencies, and to report to others our credit experience with any Customer.

7. If there are any credits to be granted as determined in the sole discretion of MSK Mining, we will either credit Customer's account or send a refund check. No hold-backs are allowed.

8. If, for any reason, a check is returned (NSF), that amount will immediately be due by Cashier's Check or cash plus a \$50.00 NSF charge. All subsequent orders will be suspended until the matter is resolved to the satisfaction of MSK Mining.

9. MSK Mining shall have the right, which may be exercised in its sole discretion, to terminate its relationship with Customer for any reason at any time, without liability. In the event Customer owes MSK Mining any money, MSK Mining will not be obligated to supply any further service or product to customer.

10. Customer shall indemnify, defend and hold harmless MSK Mining and all of its agents and employees from and against all claims, damages, losses and expenses including attorney's fees and costs in any way arising out of, resulting from, related to or connected with any alleged act(s) or omission(s) of Customer, its agents, employees or any independent contractor.

11. This Agreement and any other current published policies, terms or conditions maintained by MSK Mining, whether attached hereto or not, constitute the entire agreement between the parties with respect to the matters contained herein, and supersede all prior proposals, negotiations, representations and other communications on such matters between the parties, whether oral or written. Any change in the proposal and/or contract must be in writing and signed by all parties to this Agreement.

12. LIMITATION OF LIABILITY: IT IS AGREED BY THE CUSTOMER THAT MSK MINING DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR REASON AND ALL LIABILITY FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES AND THAT THESE DISCLAIMERS HAVE BEEN BARGAINED FOR. MSK MINING MAKES NO EXPRESS WARRANTIES.

13. Orders scheduled but not deliverable will be subject to a delivery fee.

14. Any materials returned must be returned within same business day. MSK Mining will not accept any damaged or contaminated materials.

15. Special Orders, shop grade materials and sale items are non-refundable – No Exceptions.

16. The Customer shall notify MSK Mining in writing within ten (10) business days of any claimed breach or default as a condition of any right to claim damages or other remedies. MSK Mining shall have a reasonable period to investigate and remedy any alleged defect or breach.

17. The waiver by MSK Mining of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. Customer hereby assigns to MSK Mining any and all mechanic and material lien rights it may have for the material and/or labor that MSK Mining provides pursuant to this contract.

19. Customer shall provide MSK Mining with prompt notice in writing of any change in name, address, or form of ownership.

20. In the event of a conflict in the terms and conditions of this Agreement and the terms or conditions of any other agreement to which the parties may have entered, the terms and conditions of this Agreement shall control without exception, regardless of the timing in which the agreements were entered and regardless of whether the other agreement(s) contain language similar to that stated in this section.

21. **Oral agreement or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.**

22. ***I hereby certify under penalty of perjury that all the information given in this application is correct.***

I have read and hereby agree to abide by the terms stated above, particularly Section 12 above.

COMPANY (Legal Name): _____

AUTHORIZED SIGNATURE

TITLE

DATE

PERSONAL GUARANTY

In consideration of the extension of credit and other good and valuable consideration by **MSK Mining LLC** to the Customer named above of themselves and their respective spouses, if married, hereby jointly and severally and unconditionally guarantee timely payment to **MSK Mining LLC** of all liabilities and indebtedness incurred by Customer (and any successor). This is a continuing guarantee and shall remain in force until released in writing by **MSK Mining LLC**. **MSK Mining LLC** shall not be bound to exhaust its legal remedies or to take any action against the Customer as a condition precedent to taking action against the undersigned. The undersigned further agrees to be bound unconditionally by all the terms and conditions of this Application.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

PHONE: _____

HOME ADDRESS: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

PHONE: _____

HOME ADDRESS: _____