

**CREDIT APPLICATION AND AGREEMENT – STANDARD TERMS AND CONDITIONS**

Job Number:	Sales Office:	Sales Organization:	Terms:	Credit Region:	Acct. Clerk:	Account Manager:	Account #
<b>ABOVE LINE FOR LVM USE ONLY</b>							
Check Appropriate Box		Q Corporation		Q Partnership		Q Individual	
Legal Business Name (Applicant)		Contractor License #		Net Worth of Business (Attach Financial Statement)			
DBA Name				Business Email Address			
Business Address				Date Company Started		Tax Exempt ID# (Attach Certificate)	
City		State		Zip Code		County	
Billing Address (If different than above)				Business Phone #		Fax Phone #	
City		State		Zip Code		County	
Have you, other owners or your business ever filed for bankruptcy protection? Q Yes Q No				If yes, when?		Mobile Phone Number:	
Bonding Company				Phone Number		Amount of Bond:	
Products to be Purchased    Q Concrete    Q Aggregates    Q Cement    Q Block & Bldg. Materials    Q Pipe    Q Other, please list							
<b>COMPLETE THIS SECTION IF PARTNERSHIP, CORPORATION OR LLC</b>							
Officers Name & Address			Title		Social Security #		Name of Spouse
							Home Phone #
Type of Business			Date & State of Incorporation		Type of Ownership		Related Businesses
<b>COMPLETE THIS SECTION IF INDIVIDUAL</b>							
Name of Owner		Date of Birth			Previous business or employer, if less than 3 years		
Home Address			Years at the Address		Home Phone #	Name of Spouse:	
Former Address			Present Employer or Type of Contractor			Social Security Number	
<b>BANK REFERENCES</b>							
Name of Bank		Address				Telephone:	
Contact Person at Bank		Title of Officer		Account # and Name (Attach Statement)			
Other (Type/Account #)							
<b>TRADE CREDIT REFERENCES (Material Suppliers)</b>							
Name				Phone (    )		Fax (    )	Acct #
Name				Phone (    )		Fax (    )	Acct #
Name				Phone (    )		Fax (    )	Acct #
<p>A. Has the Company or any Officers or Owners of the Company ever done business with or applied for credit with our Company under the same or another name? _____ If so, when and under what name _____.</p> <p>B. Are business premises owned? ___ Value: _____ Mortgage _____.</p> <p>C. Has the Company or any Officers or Owners of the Company ever done business under another name in this or another state? _____ If so, provide the name(s) and address(s): _____.</p>							
<p>In signing this Agreement, I (we) acknowledge that I (we) have read and fully understand the Standard Terms and Conditions set forth on the second page of this Agreement and agree to be bound by all of the terms and conditions set forth therein. I (we) hereby represent and warrant that I (we) am authorized to enter into this Agreement on behalf of the business. I (we) also agree to pay all purchases within the term set. <b>If the above business is other than an individual, the undersigned agrees to be personally responsible and pay for any purchases made by such business pursuant to this Agreement. The undersigned hereby gives a personal guarantee and acts as a payment bond surety for the applicant.</b> If it becomes necessary to effect collections, both I (we) and the business will pay reasonable attorney fees, agency fees and court costs. A designation of payment is required on jobs where real property has been improved. If no designation is made, payment will be applied to the oldest unpaid balance. This Agreement will remain in effect until a new agreement is received and approved by an authorized manager or until revoked in writing by certified mail or overnight delivery regardless of any subsequent change in the legal status of the account.</p>							
Date		Authorized Signature			Authorized Signature/Partner Signature/Spouse Signature		
Printed Name		Printed Name			Printed Name		

## Standard Terms and Conditions

**Authorization for Credit Review.** Applicant consents to Lago Verde Mine and its affiliates' ("LVM") use of a non-business consumer credit report on the Applicant in order to further evaluate the credit worthiness of the Applicant in connection with the extension of business credit as contemplated hereby. Applicant authorizes LVM to utilize a consumer credit report from time to time in connection with the extension or continuation of business credit. Applicant hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq.

1. **Terms and Conditions.** These Standard Terms and Conditions, Applicant's Credit Application, and LVM Quotation, if any, (collectively, "Agreement") govern any and all purchases made by Applicant from LVM and are incorporated herein by reference. This Agreement, and any other documents prepared by LVM for Applicant in connection with Applicant's purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Applicant, whether by purchase order or otherwise, are hereby objected to by LVM and shall have no effect on, and not become part of, this Agreement.
2. **Buyer Representations.** Applicant represents to LVM that it is solvent and that any financial information provided reflects the present financial condition of the Applicant. If Applicant is not a corporation or limited liability entity, Applicant acknowledges that LVM is relying on the credit worthiness and financial ability of the owner(s) of Applicant. Each owner shall be joint and severally liable for all indebtedness of Applicant to LVM under this Agreement. Applicant warrants that all information supplied to LVM is accurate and complete. Each representation and the information contained in the Credit Application is material and given to induce LVM to provide credit. Applicant will notify LVM by certified mail, within forty-eight (48) hours after any material change in Applicant's financial or ownership status.
3. **Technical Assistance.** In no event shall LVM bear any responsibility for claims arising from technical advice or assistance provided to Applicant. Advice by LVM is for Applicant's guidance only and Applicant agrees to rely solely on its own architects, engineers or other technical experts.
4. **Payment and Interest.** Applicant shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on our invoices or other notices of terms, without any right of set off or retention and without regard to any agreement Applicant may have with other parties. If Applicant fails to pay in full the invoice amount when due, Applicant agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by LVM, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. Applicant agrees to pay any and all costs and expenses incurred by Lago Verde Mine, LLC in collecting from Applicant any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. LVM may suspend pending deliveries during any period when Applicant has overdue balances or evidence of a changed financial condition.
5. **Liens.** Applicant agrees to timely provide in writing to LVM information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic's and material supplier's liens.
6. **Delivery.** LVM's responsibility for delivery shall cease FOB shipping point or, if LVM agrees to deliver FOB delivery site, at the curbside or frontage of the address for delivery. Where delivery of products is to an unattended site, LVM will not be liable for any loss or damage to products, property or for unsigned delivery tickets.
7. **Default.** If Applicant is in default under this Agreement or any of its contracts or obligations with LVM, LVM may at its option and without notice: (i) declare the entire unpaid balance owed by Applicant due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Applicant.
8. **Limited Warranty and Liability Disclaimer.** LVM warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said Materials. Acceptance by Applicant of the Materials shall constitute confirmation by Applicant that the Materials meet the description and specifications, if any, set forth in such applicable Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications or naturally occurring substances. LVM is not responsible for installation or defective conditions caused by installation. Applicant's exclusive remedy for breach of this warranty shall be to require LVM, at LVM's option, to refund the purchase price for the Materials sold hereunder, to repair or to provide Applicant with conforming replacements for any nonconforming Materials. LVM shall not be responsible for any removal or installation costs. In no event shall LVM be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY.** Applicant agrees that in specific consideration for receiving this warranty, it will indemnify and hold harmless LVM from any and all damages in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by LVM. This Agreement may not be modified or amended except by a writing signed by both parties.
9. **Delays.** If LVM is unable to complete delivery of any part of an order, Applicant shall accept such part of the order as LVM is able to deliver and Applicant shall pay for the part delivered pro-rated at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event LVM shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or other contingencies beyond LVM's reasonable control whether of a similar or dissimilar nature to the foregoing, LVM shall not be liable to Applicant for any damages incurred by Applicant as a result of any such delay or failure.
10. **Claims.** Applicant agrees that all claims against LVM are waived unless presented to LVM in writing within one week from the date of delivery of the materials. LVM shall have thirty days from receipt to inspect and correct a defect if such claim is allowed. Applicant further agrees that in the event that Applicant disagrees with LVM's decision about whether to allow the claim that the Applicant's remedy is to formally adjudicate the claim, but the Applicant further agrees that LVM's invoices for all materials supplied shall be paid in the interim. No claim shall be allowed after the materials purchased hereunder are incorporated, modified or processed by Applicant in any manner. **LAGO VERDE MINE, LLC LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE MATERIALS ACTUALLY RECEIVED FROM APPLICANT BY LVM WITH REGARD TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE.**
11. **Waiver.** LVM may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default or any other default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument issued or delivered to LVM.
12. **Venue.** This Agreement will be governed by the applicable state and federal laws without giving effect to conflict of laws principles. The Applicant agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the State and county designated by LVM. Applicant consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. As a material inducement to LVM to enter into this Agreement, Applicant waives the right to trial by jury in any proceeding arising out of or related to this Agreement.
13. **Notice.** Any notice sent to LVM shall be in writing and sent by Certified Mail, postage prepaid, to the local LVM credit office.
14. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
15. **Offset and/or Setoff.** LVM may exercise the right of set-off under this Agreement as to any sums owed by Applicant and/or its affiliates under any other contract or agreement with LVM and/or its affiliates.
16. **Remedies Cumulative.** The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity.
17. **Miscellaneous.** Time is of the essence. Applicant consents to LVM sending information to Applicant regarding LVM's products and prices at any time by fax to any fax number provided by Applicant, other electronic means or otherwise. A facsimile copy or electronic transmission will be treated as an original. Applicant shall not assign the Agreement or any interest herein without the prior written consent of LVM, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

Legal Business Name

APPLICANT

By: \_\_\_\_\_  
Name of signer (Applicant Individually and Corporately Title)

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

Printed Name: \_\_\_\_\_