



WEGO CHEMICAL & MINERAL CORP.

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Credit Application

Company Name: _____ Date: _____

Legal Business Name: _____ State of Incorporation: _____

Line of Credit Requested: _____

Owner's Name (if business is not a corporation): _____

Business Address: _____

Tel: _____ Fax: _____ D & B #: _____

Tax Exempt Number: _____ Federal Tax ID: _____

Date Business Began: _____ Years at Address: _____

Purchasing Contact: _____ Tel: _____ e-Mail: _____

A/P Contact: _____ Tel: _____ e-Mail: _____

Controller: _____ Tel: _____ e-Mail: _____

CFO: _____ Tel: _____ e-Mail: _____

Type of Ownership: Corporation Partnership Sole Proprietor Other

Principal: _____
(Name) (Title) (SS#) (Home Address)

Principal: _____
(Name) (Title) (SS#) (Home Address)

Principal: _____
(Name) (Title) (SS#) (Home Address)

Bank Reference

Name: _____

Address: _____

Contact: _____ Tel: _____ Fax: _____

Trade References

(Please Provide at Least Three References)

Name: _____

Address: _____

Contact: _____ Tel: _____ Fax: _____

Name: _____

Address: _____

Contact: _____ Tel: _____ Fax: _____

Name: _____

Address: _____

Contact: _____ Tel: _____ Fax: _____

The information on this form is submitted for the purpose of obtaining credit and is believed to be true, complete and correct. I authorize investigation and verification of the references listed on the previous page to determine eligibility for an account with your company. In addition, I authorize the release of credit information from all credit reporting agencies that you contact.

Applicant: _____ Date: _____

Signature: _____ Printed Name: _____

Personal Guarantee

The undersigned, in consideration of Wego Chemical & Mineral Corp. agreement to sell its chemical products to the Applicant, personally guarantees the full and prompt performance and compliance by Applicant of all Terms and Conditions of this Credit Agreement, and further personally guarantees the full payment of all outstanding indebtedness of the Applicant to Wego Chemical & Mineral Corp, upon request by Wego Chemical & Mineral Corp.

Signature: _____ Date: _____

Printed Name: _____

Terms and Conditions

Seller accept Buyer's order, subject to the Terms and Conditions of Sales specified on this Contract unless Buyer advises Seller in writing to the contrary within ten (10) days, in which event, Seller shall have full right to void this Contract. If in the Seller's judgment reasonable doubt arises as to the ability of Buyer to pay or Buyer is past due in payment, Seller may (without liability and without prejudice to any other remedies) postpone any shipment or stop any Product in transit until Seller receives payment of all amounts, whether or not then due which are owing to it by Buyer. The Parties agree as follows:

1. **PRODUCT.** The Buyer hereby purchases the Product from Wego Chemical & Mineral Corporation ("Seller"), as referenced on the purchase order ("Purchase Order"), on the terms and conditions set forth herein ("Terms and Conditions").
2. **AGREEMENT.** These Terms and Conditions, and the Purchase Order, shall constitute the entire final complete and exclusive understandings of the agreement of the parties ("Agreement") as they become effective upon Buyer's receipt and acceptance of the Product referenced in the Purchase Order. The Product shall be deemed accepted if not refused or returned by Buyer within seven (7) days of Buyer's receipt. Buyer shall conduct any required inspection at its expense and shall return any nonconforming goods to Seller with said seven-day period at Buyer's expense and risk. If the Product is to be delivered in installments, Seller may elect to treat each such installment as a separate contract with limitation to Seller's rights hereunder.
3. **TERMS OF PAYMENT.** Payment of the Purchase Price is due and payable in immediately available funds as set forth on the invoice. Any amounts unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of 18% per annum or the maximum allowable interest rate under applicable law. Buyer shall be responsible and liable for all expenses incurred by Seller in collection, including reasonable attorney's fees. All payments to Seller hereunder shall be without deduction or setoff.
4. **WARRANTIES.** SELLER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE OR OTHERWISE, ON THE PRODUCT, OR ANY PORTION OR INGREDIENT THEREOF. WITHOUT LIMITING THE FOREGOING, SELLER IS A DISTRIBUTOR/RESELLER AND UNDERTAKES NO INVESTIGATION REGARDING THE QUALITY OR FITNESS OF THE PRODUCT OR ANY PORTION OR INGREDIENT THEREOF RECEIVED FROM ITS THIRD-PARTY SUPPLIERS AND MAKES NO WARRANTY OR GUARANTEE RELATED THERETO. BUYER AGREES TO LOOK SOLELY TO SELLER'S THIRD-PARTY SUPPLIERS FOR ALL CLAIMS RELATED TO QUALITY OR FITNESS OF THE PRODUCT OR ANY PORTION OR INGREDIENT SO SUPPLIED TO SELLER.
5. **TITLE RISK OF LOSS.** Title to the Product passes from Seller to Buyer upon shipment by Seller or warehouse pick-up by buyer. Risk of loss passes from Seller to Buyer on shipment from Seller's facility. Regardless of the manner of shipment, loss or damage that occurs during shipping is Buyer's responsibility.
6. **DELIVERY DATES: FORCE MAJEURE.** All delivery dates are approximate and Seller shall not be responsible for damage of any kind resulting from any delay. Seller shall not be liable for any default or delay if caused, directly or indirectly, by the elements, accidents, any governmental action, prohibition or regulation, shortage or inability to obtain or non-arrival or defect of any labor, material, ingredient or product used in the Product, failure of any party or third-party to perform, or form any other cause whatever beyond Seller's control (each a "Force Majeure Condition"). If a Force Majeure Condition interferes with Seller's delivery of the Product which would cause the cost of the Product to exceed the Purchase Price, Seller shall be under no obligation to deliver the Product unless Buyer agrees to pay such additional costs.
7. **MISCELLANEOUS.**
 - (a) **Enforcement.** Buyers shall be responsible and liable for all costs incurred by Seller in enforcing its rights and Buyer's obligations under this Agreement, including reasonable attorney's fee.
 - (b) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, legal representatives and permitted assigns.
 - (c) **Governing Law.** This Agreement shall be governed by and constructed under the laws of New York, without regard to conflict of laws rules. Any cause of action that may arise in any way under or due to this Agreement shall be brought and have venue exclusively in the County of Nassau, New York, and the parties waive any rights to a jury trial.
 - (d) **Notices.** All notices required to be given shall be in writing and delivered to the address set forth on the Purchase Order by hand or by certified first class mail, postage prepaid, return receipt requested, and shall be deemed given upon the date hand delivered or three days after mailing.
 - (e) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision which shall remain in full force and effect. If any provision of this Agreement is for any reason held to be invalid or unenforceable, it shall be construed valid and enforceable by limiting it as to time, subject or scope as required under applicable law.
 - (f) **No Waiver.** All rights and remedies of Seller shall be deemed cumulative and not exclusive, and the exercise of any such remedy shall not be deemed a waiver of any other right or remedy. No term or condition of this Agreement shall be deemed waived by Seller, nor shall there be any estoppels against Seller, except by written consent of the Seller.
 - (g) **Limitations.** Any suit or other action based on breach of this Agreement or any other claim arising from the Product (other than an action by Seller for amounts due Seller) must be commenced within one year from the date of tender for delivery by Seller.
8. **TAXES & FREIGHT CHARGES.** In addition to the quoted purchase price, Buyer shall pay to Seller the amount of all governmental taxes, duties and other charges that the Seller may be required to collect with respect to the production, sale or transportation of any goods delivered hereunder. Increase of inland freight charges and U.S. Custom duties which become effective after acceptance of the order shall be charged to Buyer, when invoiced.