

Harsco Minerals International  
(division of Harsco)  
Web: [www.harscominerals.com](http://www.harscominerals.com)

**CUSTOMER CREDIT APPLICATION AND AGREEMENT**

Mailing Address: 5000 Ritter Rd. Suite 205  
Mechanicsburg, PA 17055 USA  
Credit Telephone: (717) 506-2048  
Credit Fax: (717) 506-4646

Inter-company use: Sales  Plant

Thank you for choosing Harsco Minerals  
Failure to complete application will cause a delay in processing.  
For quicker service you may fax a copy to the Credit Department fax number above.

**(PLEASE NOTE: Application will not be accepted if terms and conditions are altered.)**

Sold to: **Customer** Name of Contact \_\_\_\_\_  
Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ Fax Number \_\_\_\_\_  
\_\_\_\_\_ E-mail \_\_\_\_\_  
Zip Code \_\_\_\_\_ Website \_\_\_\_\_

Billing Address: Name of Contact \_\_\_\_\_  
Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ Fax Number \_\_\_\_\_  
Zip Code \_\_\_\_\_ E-mail \_\_\_\_\_

Describe Business \_\_\_\_\_ Date Started: \_\_\_\_\_  
If Farm: # of acres: \_\_\_\_\_

Check appropriate box: Individual/Sole proprietor  Corporation  Partnership

Limited liability Company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership)

If Corp List Officers : Date of Incorp \_\_\_\_\_ Federal ID # \_\_\_\_\_  
State of Incorp. \_\_\_\_\_

Principal (s)	Title:	Home Address Street	City State Zip	Social Security #

\*Estimated Annual Purchase Volume in: Tons \_\_\_\_\_ / Dollars \_\_\_\_\_

Freight paid by: Customer  Harsco  Product being purchased:  
Dun & Bradstreet # \_\_\_\_\_

State Sales Tax:  Taxable  \*Exemption

**\*If purchases are to be exempt from sales tax, please attach a properly executed exemption certificate for the state. ALL SALES WILL BE TAXED UNLESS A VALID TAX EXEMPTION CERTIFICATE IS PROVIDED BY THE CUSTOMER IN ACCORDANCE WITH STATE LAW.**

**Bank References:**

Lending Bank	_____	<input type="checkbox"/> Loan Acct #	_____
Address	_____	<input type="checkbox"/> Checking Acct #	_____
	_____		_____
Zip Code	_____	Phone Number	_____
Loan Officer	_____	Fax number	_____

Bank Name	_____	<input type="checkbox"/> Loan Acct #	_____
Address	_____	<input type="checkbox"/> Checking Acct #	_____
	_____		_____
Zip Code	_____	Phone Number	_____
Contact Name	_____	Fax number	_____

**Trade References:**

Supplier	_____	Contact Name	_____
Address	_____	Phone Number	_____
City	_____	Fax Number	_____
	State Zip	Acct #	_____
Supplier	_____	Contact Name	_____
Address	_____	Phone Number	_____
City	_____	Fax Number	_____
	State Zip	Acct #	_____
Supplier	_____	Contact Name	_____
Address	_____	Phone Number	_____
City	_____	Fax Number	_____
	State Zip	Acct#	_____
Supplier	_____	Contact Name	_____
Address	_____	Phone Number	_____
City	_____	Fax Number	_____
	State Zip	Acct #	_____

**HARSCO MINERALS**

**TERMS AND CONDITIONS OF SALE**

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The acceptance of the terms and conditions contained herein is an essential prerequisite to any contract of sale made by Harsco Minerals, a Division of Harsco (hereinafter "Seller"). Any offer or acceptance by Seller is made subject to the terms and conditions contained herein and no additional or different terms offered by Buyer shall become a part of the agreement of sale between Seller and Buyer unless such terms have been expressly approved in writing by an authorized agent of Seller. If this document is an offer, acceptance of this offer is expressly limited to the terms hereof, and Seller reserves the right to withdraw this offer at any time before its acceptance by Buyer. If this document has been issued by Seller in response to a written offer made by Buyer, Seller's acceptance of Buyer's offer is expressly conditioned on Buyer's assent to the additional or different terms contained herein. If these terms and conditions are not acceptable, Buyer shall notify Seller in writing at once. Buyer's action in (a) accepting any goods delivered hereunder, or (b) receiving this document without disaffirmance within three (3) business days of receipt shall constitute an unqualified acceptance by Buyer of the terms and conditions contained herein.
2. **INVOICES AND PAYMENT TERMS.** Product shipments shall be invoiced based on the shipment date. Payment terms are net 30 days from the invoice date and payment is due at Seller's designated lockbox.
3. **TAXES.** Buyer shall pay to Seller the amount of any and all taxes, excises, or other charges (except income or gross receipt taxes) which Seller may be required to pay to or to collect for any government, whether national, state or local, based upon or measured by the sale or use of the Product sold hereunder.
4. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for delay or failure to perform in whole or in part by reason of contingencies beyond its control, whether herein specifically enumerated or not, including among others, acts of God, force majeure, war, acts of war, revolution, civil commotion, riot, acts of public enemies, blockage or embargo, fire, explosion, breakdown of plant, strike, lockout, labor dispute, casualty or accident, earthquake, epidemic, flood, cyclone, tornado, hurricane or other windstorm, lack or failure of sources of labor, power, supplies; lack, or failure or excessive cost of raw materials which are used in the manufacture of Product by Seller, or by reason of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of governmental authority, whether national, state or local, including court orders, judgments, or decrees, or any other cause whatsoever, whether similar or dissimilar to those above enumerated, or actions of any nature beyond the reasonable control of Seller or Buyer.
5. **Warranty.** Seller warrants that, at the time of delivery, the Product shall conform to the applicable specifications and shall be free and clear of all liens and encumbrances.
6. **WARRANTY DISCLAIMER.** SELLER DOES NOT MAKE AND IS NOT TO BE HELD LIABLE FOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR FOR ANY OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE. SELLER ASSUMES NO RISK OR LIABILITY WITH RESPECT TO RESULTS OBTAINED BY THE USE OF THE PRODUCT WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. NO CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE THEORY ON WHICH A CLAIM MAY BE MADE INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT OR ABSOLUTE LIABILITY IN TORT, MISREPRESENTATION OR OTHERWISE, WITH RESPECT TO PRODUCT DELIVERED, OR FOR FAILURE TO DELIVER ANY PRODUCT, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED EXCEPT AS SET FORTH IN PARAGRAPH 7 (REMEDIES). IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES. FAILURE OF THE PRODUCT TO CONFORM TO THE APPLICABLE SPECIFICATIONS SHALL NOT CONSTITUTE A BREACH OF WARRANTY PROVIDED SELLER MEETS ITS OBLIGATIONS IN ACCORDANCE WITH PARAGRAPH 7 (REMEDIES). FAILURE OF BUYER TO GIVE WRITTEN NOTICE OF CLAIM WITHIN NINETY (90) DAYS AFTER DELIVERY OF PRODUCT, OR THE DATE STATED FOR DELIVERY IN THE EVENT OF A FAILURE TO DELIVER, SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT TO SUCH PRODUCT.
7. **REMEDIES.** Should the Product produced not meet the applicable specifications, at Buyer's option, Seller shall replace the Product with Product meeting specifications or refund the purchase price of the Product.
8. **TITLE AND RISK OF LOSS.** Title to, ownership of, and risk of loss, destruction or damage to the Product shall pass to Buyer upon loading at Seller's plant.
9. **CANCELLATION.** No accepted purchase order may be modified except with Seller's prior written consent, nor may it be canceled except with Seller's prior written consent and by prior payment to Seller of a sum equal to the total of out-of-pocket expenses incurred in connection with the purchase order, including but not limited to any charges made to Seller by suppliers for cancellation, plus a reasonable sum for overhead expenses and lost profits, as determined by Seller.
10. **SECURITY.** Seller reserves the right to require payment in advance or satisfactory security or guaranty that an invoice will be promptly paid when due if at any time Buyer's financial responsibility becomes impaired or unsatisfactory to Seller.
11. **COSTS AND ATTORNEY'S FEES.** Buyer shall pay all costs and reasonable attorneys' fees of Seller incurred in connection with the enforcement of these terms of sale between the parties hereto.
12. **EFFECT OF INVALIDITY.** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
13. **WAIVER.** No waiver by Seller of any breach of contract shall be deemed to be a waiver of any other or subsequent breach. All rights and remedies available to Seller shall be cumulative and in addition to any other rights and remedies provided herein or by law.
14. **Governing Law, Jurisdiction and Venue.** These terms of sale between the parties hereto shall be governed by and construed in accordance with the laws of the State of Pennsylvania. The parties agree that any controversy arising under the contract herein shall be determined by the Courts of the State of Pennsylvania, and both parties hereby submit and consent to the jurisdiction of said Courts and agree that venue for any action arising hereunder shall lie in Cumberland County, State of Pennsylvania.

VERSION DATE: December 2009

I, \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
 Print Name Title/Position Name of Company (CUSTOMER)  
 am authorized to sign this agreement and attest that all information provided in this Application is true.

\_\_\_\_\_  
 Authorized Signature Date

<b>CAMP HILL OFFICE ONLY</b>	
Accepted	
BR	CC
SM	RATING: