



APPLICATION FOR CREDIT 1 – 6* includes tax cert & W9
 PERFORMANCE MINERALS NORTH AMERICA DIVISION
 IMERYYS Calcium Products / IMERYYS Carbonates, LLC.
 IMERYYS Clays, Inc. / IMERYYS Kaolin, Inc.
 IMERYYS Marble, Inc / IMERYYS Mica Kings Mountain, Inc.
 100 Mansell Court East - Suite 300
 Roswell, GA USA 30076
 770-594-0660 (P) 770-645-3631 (F)

PLEASE PRINT OR TYPE. ALL INFORMATION IS REQUIRED.

* Name of Firm _____
 ___ Individual ___ Partnership ___ Corporation ___ LLC Year business started: _____

*MAILING ADDRESS _____

City _____ *County _____ *State _____ *Zip _____

Telephone _____ Fax _____

*SHIP TO ADDRESS: (if different from mailing address)

Contact Persons for purposes of this Application:

Name _____

Telephone _____ Email _____

If Applicant is a subsidiary: Name and address of parent company:

Name _____ Street _____

City _____ State _____ Zip _____ Telephone _____

CREDIT REFERENCES:			
Name	Address	City/State/Zip	Telephone / Fax
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

BANK REFERENCES:				
Name	Address	City/State/Zip	Telephone/Fax	Bank /Acct. Number
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____

Use Tax Status (check one): ___ Exempt ___ Non-exempt

- If Exempt, ATTACH a copy of your Sales Tax Exemption Certificate; otherwise sales taxes will be charged.

Applicant acknowledges and agrees that: (a) the above information is warranted by Applicant to be true and will be relied upon by Imerys in the granting of credit or releasing of goods for shipment; and (b) each sales transaction to be entered into between Applicant and Imerys will be governed by the Terms and Conditions of Sale set forth in this Application. Applicant hereby authorizes Imerys to investigate the above-listed references pertaining to Applicant's credit and financial responsibility and authorizes such references to release to Imerys information it may request from them related to this Application. Imerys will treat all information about Applicant in a confidential manner and will use it only for the purpose of evaluating this request for credit.

NOTICE: If this Application is denied, you have the right to a written statement of the specific reason(s) for the denial. To obtain the statement please contact Imerys at the address or telephone number stated above within 60 days after the date you are notified of such denial. Imerys will send to you a written statement of the reason(s) for the denial within 30 days after receipt of your request for such statement.

Name of Applicant _____

By (Signature): _____

Title (must be officer or owner Applicant): _____ Date _____

- If Applicant wishes to receive a monthly statement, initial here: _____
- Please complete the attached W-9 Request for Taxpayer Identification Number and Certification. Return it with this Credit Application.
- Please attach a copy of your most recent Financial Statement.

<u>Sales Dept Use Only</u>	<u>Credit Dept Use Only</u>
Date _____ Salesman # _____	Account # _____ Company _____
Credit Requested _____ Terms: Net 30	Credit Limit _____
Salesperson : _____	Approved by _____ Date Approved _____
Please print your name	
From: Imerys Customer Dept	

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

TERMS AND CONDITIONS OF SALE

1. Except as otherwise set forth in this Application, the invoices of Imerys shall control the terms of the sale and such terms cannot be altered unless Imerys shall have agreed to the same in writing. No waiver of any terms as herein provided shall constitute a waiver of this Application.
2. Any invoice not paid by the due date may be subject to interest from the due date of the invoice to the date of payment at the rate of 1 ½ % per month (or such lower rate, as may be the maximum legally allowable).
3. In the event Applicant shall fail to pay any obligation owing to Imerys when due, Imerys may declare all outstanding invoices of Applicant immediately due and payable, and Imerys may immediately terminate all agreements between Applicant and Imerys.
4. Any rebate, refund or other indebtedness owed by Imerys may be set off and applied by Imerys against any indebtedness or liability owed by Applicant to Imerys at any time.
5. Applicant may take no deductions on invoices, and Applicant will issue no debit memoranda without the prior written approval of Imerys, and all returns permissible under any agreement between Applicant and Imerys may be subject to a reasonable restocking charge.
6. Applicant authorizes the release of all information needed to verify the contents of this Application or to otherwise process this Application, including but not limited to contacting third parties concerning the creditworthiness of Applicant. Applicant agrees that Imerys may rely entirely on the information provided herein in extending the credit requested by Applicant and that Imerys is under no duty to secure or investigate credit reports, trade references or bank references. Credit extended to Applicant may be changed or withdrawn at any time and from time to time at the sole discretion of Imerys.
7. Applicant agrees to promptly notify Imerys of any material change in the information contained in this Application, and, if requested by Imerys from time to time, Applicant shall provide its then-current financial statements.
8. Any property of or held for Applicant or any company affiliated with Applicant at any time in the possession of Imerys or any company affiliated with Imerys, including but not limited to, merchandise billed and held (whether paid for or not) shall be deemed security for Applicant's obligations to Imerys. In the event Applicant or any company affiliated with Applicant shall be in default of any of its obligations to Imerys or any company affiliated with Imerys, Imerys may sell such property at a public or private sale. Applicant shall remain liable for the expenses of such sale and any deficiency in the price received by Imerys as compared with the price set forth in Imerys agreements with Applicant.
9. This Application and all other agreements between Imerys and Applicant shall be governed by the internal laws of the State of Georgia, notwithstanding the principles of conflicts of law.
10. Arbitration:
 - (a) Any controversy arising out of or relating to this Application, or any other agreement between Applicant and Imerys, or any modification or extension thereof, including any claim for damages and/or rescission, shall, at Imerys election, which election may be made at any time prior to the commencement of a judicial proceeding by Imerys. In the event of a judicial proceeding instituted by Applicant, at any time prior to the last day to answer and/or respond to a summons and/or complaint by Applicant, be resolved by arbitration before an arbitrator in Atlanta, Georgia (or if applicable law requires some other place, then such other place) in accordance with the then current rules of the American Arbitration Association.
 - (b) Applicant and Imerys consent to the jurisdiction of the Superior Court of Fulton County, Georgia and the United States District Court for the Northern District of Georgia for all purposes in connection with arbitration and all other disputes between, on or other application to either of said Courts and any paper in connection with arbitration or otherwise may be served inside or outside the State of Georgia, by certified mail or registered mail, return receipt requested or by personal service or in such other manner as may be permissible under the rules of the applicable court or arbitration tribunal, provided a reasonable time for appearance is allowed. In the event of litigation, Applicant waives the right, if any, to demand a trial by jury.

TERMS AND CONDITIONS OF SALE

Continued

(c) Prior to the arbitration award being rendered, Imerys shall have all rights to provisional remedies, which it would have at law or equity, notwithstanding the existence of this agreement to arbitrate.

(d) The arbitrator shall have no power to alter or modify any express provision of this Application or any other agreement between Imerys and Applicant (all of which provisions are hereby incorporated by reference into this arbitration provision) or to award punitive damages to either party or render an award which has the effect of altering or modifying any express provisions hereof or of any such other agreement. Any award in violation hereof shall be deemed a departure from the terms of the submission to arbitration and shall be void and unenforceable.

(e) Applicant and Imerys agree that any arbitration hereunder shall not be consolidated with any other arbitration proceeding involving any third-party, and they further agree that where a demand for arbitration is served under this Application or any agreement between Applicant and Imerys. Neither of them shall assert any claim in such arbitration proceeding by answer, counterclaim, or otherwise, other than claims arising under this Application and the agreements specified in said Demand for Arbitration.

(f) In the event arbitration or legal proceedings are instituted by Imerys as a result of Applicant's failure to pay invoices rendered by Imerys or by reason of any other default by Applicant. Applicant agrees to pay all costs and expenses associated with the collection of any amounts due and owing to Imerys, including attorneys' and arbitrator's fees, incurred by Imerys, in collecting any amount due and owing, as well as attorneys' fees and costs incurred by Imerys in participating in Applicant's bankruptcy case, or in any related proceedings, together with interest on all unpaid invoices at the rate specified herein. The arbitrator in any arbitration or the court in any legal proceeding is hereby authorized to direct payment of said attorneys' fees and interest.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

UNIFORM SALES & USE TAX CERTIFICATE - MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Imerys

Address: 100 Mansell Court East, Suite 300, Roswell, GA 30076

I certify that: _____ is engaged as a registered

Name of Firm (Buyer): _____	Wholesaler _____
Address _____	Retailer _____
_____	Manufacturer _____
_____	Seller (California) _____
_____	Lessor (see notes on pages 2 - 4) _____
_____	Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service ¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ²	_____	MO ¹³	_____
AR	_____	NE ¹⁴	_____
AZ ²²	_____	NV	_____
CA ³	_____	NJ	_____
CO ¹	_____	NM ^{1,15}	_____
CT ⁴	_____	NC ²⁵	_____
DC ⁵	_____	ND	_____
FL ²³	_____	OH ²⁶	_____
GA ⁶	_____	OK ¹⁶	_____
HI ^{1,7}	_____	PA ²⁷	_____
ID	_____	RI ¹⁷	_____
IL ^{1,8}	_____	SC	_____
IA	_____	SD ¹⁸	_____
KS	_____	TN	_____
KY ²⁴	_____	TX ¹⁹	_____
ME ⁹	_____	UT	_____
MD ¹⁰	_____	VT	_____
MI ¹¹	_____	WA ²⁰	_____
MN ¹²	_____	WI ²¹	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
 (Owner, Partner or Corporate Officer)
 Title: _____
 Date: _____