



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Any reference to “Seller” in this document is a reference to FAR SOUTH MINING, LLC, its successors and assigns. Applicant acknowledges that by signing and submitting this Business Account Credit Application, Applicant is requesting credit to be extended from FAR SOUTH MINING, LLC and its related companies which will bill Applicant separately for any credit purchases Applicant makes from Seller’s companies. All representations terms and conditions contained in this document shall apply to all credit purchases Applicant makes from any of Seller’s companies

BUSINESS CONTACT INFORMATION

Applicant Name:			Date:	
Mailing Address:			SSN or Tax ID #:	
City:	State:	Zip:	Phone:	
Fax		Email address:		
Nature of Business:		Date Started		

Type of Business: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC, LLP
 Other _____

BUSINESS AND CREDIT INFORMATION

Name of Owner (s):		SSN or Tax ID #:	
Name of Principal Officer:		SSN or Tax ID #:	
Expected Date of First Purchase:		Project:	
Project Address:		Owner:	
General Contractor:		Bonding Company:	
Will a PO be required? () Yes () No		Anticipated Monthly Purchases \$	

BUSINESS/TRADE REFERENCES

Bank References:

Bank Officer:

Phone:

Company name:

Phone:

Address:

Fax:

City, State ZIP Code:

E-mail:

Type of account:

Other:

Company name:

Phone:

Address:

Fax:

City, State ZIP Code:

E-mail:

Type of account:

Other:

Company name:

Phone:

Address:

Fax:

City, State ZIP Code:

E-mail:

Type of account:

Other:

Company name:

Phone:

Address:

Fax:

City, State Zip Code:

E-Mail:

Type of account:

Other:

Company name:

Phone:

Address:

Fax:

City, State Zip Code:

E-Mail:

Type of account:

Other:

In order to process application all above information MUST be completed. Missing information may delay processing**AGREEMENT**

- 1. All invoices are to be paid 30 days from the date of the invoice.**
- 2. Claims arising from invoices must be made within ten working days.**
- 3. By submitting this application, you authorize FAR SOUTH MINING to make inquiries into the banking and business/trade references that you have supplied.**

SIGNATURES

Signature:

Signature:

Name and Title:

Name and Title:

Date:

Date:



GUARANTY AGREEMENT

(Must be signed)

In consideration of credit extended by Far South Mining, LLC or any of its related companies to hereafter referred to as the Buyer, the undersigned individual (s) agree as follows:

Far South Mining, LLC, is hereby authorized to sell and deliver materials to the Buyer/Purchaser on account. Payment for these material shall be made in accordance with the terms stated on the Commercial Credit Application on the related Application for Commercial Credit by Buyer.

If payments are not so made within the thirty days after becoming due, the undersigned hereby bind themselves jointly and severally with the Buyer to immediately pay any past due amount, including any applicable interest and/or late fees. Such amount will be paid by the undersigned to Far South Mining, LLC. at 8845 Leslie Road, San Antonio, TX 78254 (Bexar County) without the necessity of any notice, court action or other proceedings against Buyer.

Far South Mining, LLC may without notice to the undersigned, take or refrain from taking any action against Buyer in the future regarding the sale and delivery of material, and any amount which become due as a result thereof, without impairing the guaranty of the undersigned set out herein.

This guaranty will remain in effect for all sales and deliveries of material which are made to Buyer after this date until written notice of revocation is delivered to Far South Mining, LLC at the above address.

DATED this _____ day of _____, 20____

 INDIVIDUALLY

 Street address

 City, State and Zip

WITNESS:

_____ Title _____

***** PLEASE FAX COMPLETED APPLICATION TO (210) 688-2608 *****



APPLICANT'S REPRESENTATIONS AND CERTIFICATION: Applicant or its representative in Applicant's behalf, represents and confirms to the following:

- 1) I am duly authorized to execute this Application and other like documents required to establish commercial credit accounts on Applicant's behalf.
- 2) All of the information I have provided in this Application are true and correct.
- 3) I am duly authorized and do grant Seller the right to contact any third parties and credit reporting organizations to investigate Applicant's credit and any of its current partners, principal officers and members (if Limited Liability Company), now and at any time in the future while this account is open, to verify the information provided and to make inquiries about Applicant's then credit worthiness.
- 4) In behalf of Applicant, I authorize Seller to answer questions from other business persons who inquire about Seller's experience with extending to Applicant.
- 5) In behalf of Applicant, I agree that Applicant shall notify Seller in writing, by certified mail, return receipt requested, within five (5) days of any material change in Applicant's name, ownership, primary business location, or changes in the legal form under which Applicants represents itself to be in this Credit Application and agree if credit is extended, such as a sole proprietorship, a limited partner, a partnership, a limit liability company, a corporation or any other legal form of business.
- 6) If Applicant is a Partnership or a Sole Proprietorship, I authorize Seller in Applicant's behalf, to obtain and use any and all consumer credit reports on any partners or individual owner, at any time. For the purposes of evaluation their current and future credit worthiness.

I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE APPLICATION AND AGREEMENT IN FULL AND HEREBY AGREE TO ALL OF ITS TERMS AND CONDITIONS ON BEHALF OF APPLICANT.

Date of Signing: _____

APPLICANT OF AUTHORIZED REPRESENTATIVE
(Printed Name)

TITLE

The Applicant acknowledges that this Application is submitted to obtain credit for commercial purposes. The information set forth herein is correct. Far South Mining, LLC may investigate such information and the general credit history of the Applicant.

The Applicant further acknowledges that Far South Mining, LLC or any of Sellers companies may for any reason and at any time elect to terminate any credit that is extended to the Applicant or modify the conditions under which credit is to be extended.

All accounts are due payable at the Administrative office of Far South Mining, LLC, 8845 Leslie Road, San Antonio, TX 78254 (Bexar County) on or before the 30th day following the date of purchase. If not paid when due interest and/or late fees may be applied.

Authorized Signature, _____

Date, _____

Title, _____
(Officer, Partner, Owner)

FOR OFFICE USE ONLY

☐ Account Approved ☐ Declined

Date _____ by _____
Credit Manager



TERMS AND CONDITIONS

ACKNOWLEDGEMENTS: Applicant acknowledges that this Application is for the purpose of obtaining a credit account with Far South Mining, LLC, its successors and assigns. Applicant further acknowledges that any purchase from Seller on Credit shall be solely from commercial purposes and Applicant represents that Applicant will not use any material purchased from Seller on Credit for Applicant's personal, family or household purposes. If Seller approves this Application and extends credit to Applicant, all purchases will be due payable on the terms net 30 days. APPLICANT FURTHER ACKNOWLEDGES AND AGREES THAT Seller ay, for any reason, and at any time, cease provided Applicant with materials purchased or credit, and/or Seller may modify any of the terms under which Seller is extending credit to Applicant.

RELEASE OF INFORMATION: I authorize release of information regarding our accounts for the purpose of obtaining credit from Seller.

LIEN/WAIVERS: Applicant agrees that Seller has a mechanics and materialmans lien on the property Seller's material is used upon and that all lien waivers will be effective only to the dollar amount of payments actually received. Applicant agrees that Seller retains its mechanic's lien, payment bond, or similar security right for unpaid deliveries under any and all circumstances, despite any documents or agreements that may state or imply otherwise.

INTEREST ON OVERDUE AMOUNTS: If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) may, at Seller's sole discretion, become immediately due and payable. All amounts, which are not paid when due shall, from the day after the due date, bear interest at the rate of 1.5% per month until paid. If Applicant is in default for non-payment, then , in addition to all other remedies, Applicants agrees to reimburse Seller for all costs of collection, including reasonable attorney's fees, which Applicant agrees shall be presumed to one-third(1/3) of the amount owed by Applicant to Seller.

WARRANTIES: THE FOLLOWING IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER. Seller warrants that the time of deliver, the quality of materials and workmanship of Seller's goods will conform to the requirements of the specifications set forth in the respective sales contract (s) or to Seller's standard manufacturing practice.

If the goods furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be repaired, replaced, f.o.b. Seller's plant with full freight allowed to the jobsite, or upon mutual agreement to credit Applicant's Account for defective material. If repair or replacement is made, Seller will have a reasonable time to make such repair or replacement. Notice of defective goods must be given to Seller immediately upon discovering the defect, notwithstanding the foregoing, final notice of any defect must be given within thirty (30) days from the date of delivery of such goods.

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OF EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.

GENERAL PROVISIONS: Applicant agrees that all amounts of money Applicant owes Seller shall be paid at Seller's offices in Bexar County, Texas as designated by Seller, and all obligations and conditions of this Agreement shall be solely enforceable in State Court in Bexar County, Texas. This Agreement shall be construed solely in accordance with the law of the State of Texas.