



CREDIT POLICY

PAYMENT TERMS: As stated on invoice with approved credit, Cash in Advance without approved credit.

CREDIT TERMS: If credit is granted this Company promises to pay all invoices when rendered. Our Company understands all invoices are payable within stated terms on invoice, after invoice date and agree to pay a service charge of 1 1/2% per month on the past due account balance. In the event payment is not received and the account is placed for collection, we will pay all cost of collection. If legal action is required, our Company will pay reasonable attorney's fees and court costs resulting from such action. Past due accounts will be placed on hold for any future charges. The undersigned further agrees to immediately notify Mississippi Lime Company in writing by registered mail of any change in ownership or form of applicant's business organization. The undersigned agrees to provide a creditor with updated financial information on request, and to provide an annual financial statement to Mississippi Lime Company as a condition of the continuation of this extension of credit.

Tax Exemption Certificate: In order to be granted tax-exempt status, [Customer] must provide [MLC] with a copy of all applicable tax exemption certificates from all applicable states and municipalities within ten (10) days of completion of this form, as well as any other documentation required by MLC related thereto. [MLC] may accord the [Customer] tax exempt status upon receipt of the required documentation, provided that [Customer] will be billed for all applicable taxes and will be responsible for their payment until such time as [MLC] has ceased billing the exemptible taxes. [MLC] is not liable for refunding the amount of the taxes charged or paid by [Customer]. [Customer] is responsible for seeking refunds for such taxes from the appropriate taxing authority. It will be the responsibility of [Customer] to make sure that its proof of exemption remains current in order to ensure retainage of tax exemptions from [MLC] billings.

ARBITRATION: All controversies or claims arising out of or relating to this Credit Application or the goods or products or the contract between Mississippi Lime Company and you shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The parties may obtain discovery as provided in the Missouri civil court rules or any successor rules. The arbitration hearing shall be held in St. Louis, Missouri. The award shall be final, and judgment thereon may be entered in any court, state or federal, having jurisdiction. The arbitrator shall have no power to impose punitive or exemplary damages. The arbitrator shall apply Missouri law in rendering any decision.

GOVERNING LAWS: The laws of the State of Missouri (without regard to its choice of law principles) shall govern the dealings between the parties, including the construction of these terms. The state and federal courts located within the Federal District for the Eastern District of the State of Missouri shall have the exclusive jurisdiction of any action between them, and you agree to submit to the jurisdiction of such court.

CERTIFICATION AND AUTHORIZATION TO RELEASE INFORMATION: I hereby certify the information in this credit application is correct. The information included in this application is for the use of Mississippi Lime Company in determining the amount and condition of credit to be extended. I understand that Mississippi Lime Company may also utilize other sources of credit information, which it considers reliable in making this determination. Further, I hereby authorize the bank and supplier references listed in the credit application to release the information necessary to assist Mississippi Lime Company in establishing a line of credit, or updating my existing file.





Company Name		
Signature	Title	Date
Print Name		

Please forward completed form to:
Mississippi Lime Company Attn: Credit Department
3870 S Lindbergh Blvd Ste 200, St Louis, MO 63127-1308
Or send via Fax # 314-543-6558
Or email completed form to credit@mlc.com

Office Use Only

Date	Checked by Credit Limit approved
Approved/Declined by	Comments

