

COMMERCIAL CREDIT AGREEMENT/TERMS AND CONDITIONS

COMMERCIAL CREDIT AGREEMENT AND TERMS AND CONDITIONS FOR THE SALE OF FERTILIZER, CHEMICALS, SEED AND RELATED PRODUCTS AND SERVICES FOR BUSINESS PURPOSES ONLY FROM CROP PRODUCTION SERVICES, INC. ("CPS") OR ANY SUBSIDIARIES, AFFILIATES, PARENT COMPANIES, OR ANY COMPANIES WHICH HAVE BEEN PURCHASED OR OTHERWISE ACQUIRED BY CPS ARE AS FOLLOWS:

1. YOU MAY ESTABLISH A CUSTOMER ACCOUNT WITH CPS BY PROVIDING SUFFICIENT PERSONAL AND/OR BUSINESS INFORMATION AND CREDIT REFERENCES BY PROPERLY COMPLETING A CUSTOMER PROFILE. CPS RESERVES THE RIGHT TO DENY A CREDIT ACCOUNT, TO REQUEST ADDITIONAL INFORMATION AND REFERENCES, AND TO WITHHOLD CREDIT UNDER OUR TERMS AND CONDITIONS AS EXPLAINED BELOW.
2. CASH PAYMENTS MUST BE MADE IN FULL PRIOR TO OR AT THE TIME OF DELIVERY UNLESS YOU HAVE A CREDIT APPROVED CUSTOMER ACCOUNT WITH CPS.
3. CPS TERMS VARY IN DIFFERENT REGIONS OF THE COUNTRY. THE CREDIT TERMS ARE COMPATIBLE WITH INDUSTRY STANDARDS IN YOUR AREA. THE TERMS OF PAYMENT WILL BE SPECIFICALLY INDICATED ON YOUR INVOICES.
4. ACCOUNT PAYMENTS RECEIVED FOR LESS THAN THE BALANCE IN FULL SHALL BE APPLIED FIRST TO THE PREVIOUS BALANCE AND THEN TO THE CURRENT MONTH'S INVOICES. IF DISCOUNTS APPLY, DISCOUNTS WILL NOT BE AVAILABLE ON CURRENT MONTH INVOICES WHEN THE ACCOUNT PAYMENT IS FOR LESS THAN THE PREVIOUS BALANCE AMOUNT.
5. CPS ACCOUNTING MONTH AND CLOSING DATE ARE DETERMINED BY CPS BILLING PRACTICES AND MAY NOT COINCIDE WITH A CALENDAR MONTH. CPS WILL PROVIDE A MONTHLY STATEMENT OF ACCOUNT DETAILING THE CURRENT MONTH'S TRANSACTIONS. YOU WILL ALSO RECEIVE CPS INVOICES DETAILING TRANSACTIONS FOR THE MONTH.
6. ANY INVOICE NOT PAID IN FULL ON OR BEFORE THE DUE DATE WILL BE ASSESSED A FINANCE CHARGE OF 2% PER MONTH (24% APR) EXCEPT AS STATED UNDER STATES LISTED BELOW. THE FINANCE CHARGES WILL BE COMPUTED AS OF CPS ACCOUNTING MONTH END CLOSING AND EACH SUCCEEDING MONTH END UNTIL THE BALANCE IS PAID IN FULL.
7. YOU AGREE TO PAY REASONABLE ATTORNEY FEES AND OTHER EXPENSES INCURRED BY CPS IN ENFORCING THIS AGREEMENT IN ALL COURTS. YOU ACKNOWLEDGE AND AGREE THAT CPS IS ENTITLED TO RECOVER LEGAL FEES AND EXPENSES INCURRED IN ALL BANKRUPTCY PROCEEDINGS COMMENCED BY OR AGAINST YOU, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. SUCH FEES AND EXPENSES ARE RECOVERABLE IN ANY MATTER PECULIAR TO FEDERAL BANKRUPTCY LAW.
8. CPS RESERVES THE RIGHT TO DISCONTINUE CREDIT PRIVILEGES AT OUR DISCRETION WITHOUT PRIOR NOTIFICATION AND WITHOUT LEGAL REMEDIES DUE TO DISCONTINUATION OF PRODUCTS AND SERVICES.
9. THE FAIR CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, OR 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.

STATE (The maximum finance charge rate shall be as shown below)		Monthly Rate	APR
AL, CA, CO, CT, FL, GA, HI, ID, IA, MA, MN, NC, ND, OK, OR, SC, UT, WA, WI, WY, MT, NV, TX, MS		1.50 %	18%
AR	Primary Discount Rate, 0.75%, plus 5.0%		
IN		1.75%	5.75%
ME	First \$25,000 - 1.8%		21%
	Above \$25,000 - 1.0%		21%
NE		1.33%	12%
NM	First \$500 - 1.5%		16%
	Above \$500 - 1.0%		18%
WV			12%
	First \$1,500 - 1.5%		18%
	Above \$1,500 - 1.0%		12%

CPS, WITHOUT WRITTEN NOTIFICATION TO THE CUSTOMER, WILL COMPLY WITH FUTURE STATUTES ADOPTED BY THE STATES PERTAINING TO PERMISSIBLE FINANCE CHARGE RATES. (Simple Interest Rate based on 360 day year)

Signature:  Date: 2-9-2018 Signature: _____ Date: _____
Applicant Applicant

The undersigned individual guarantor(s) hereby guarantee(s) the payment and performance of and assume(s) personal liability for the payment and performance of all obligations due and owing CPS for products and services to the Applicant(s) pursuant to this request for credit. The undersigned further agree(s) to pay all CPS collection expenses and reasonable attorneys fees', as stated above, in endeavoring to collect such Applicant's(s') obligations guarantor(s) further authorize(s) CPS to obtain any and all credit or asset reports on guarantor(s). This guaranty is absolute, unconditional, and continuing and shall remain in effect until Applicant's(s') obligations have been paid, performed, and discharged in full. The death of the undersigned shall not terminate this guaranty. The undersigned personal guarantor(s), recognizing that his/her/their individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consent(s) to and authorize(s) the use of consumer credit reports on the undersigned by CPS, from time to time as may be needed, in the credit evaluation process.

Guarantor:
Signature:  Date: 2-9-2018 Signature: _____ Date: _____

Salesman Name: Matt Paulsen Salesman Number: _____

Branch Manager: _____ Date: _____