

Owensboro Grain Company, LLC
 P.O. Box 1787
 719 East Second Street
 Owensboro, Kentucky 42302-1787

Phone: 270-926-2032
 Fax: 270-686-6505

CREDIT APPLICATION AND AGREEMENT

The Owensboro Grain Company, LLC (“Owensboro” or “Seller”) team is delighted to consider the possibility of extending credit to you. To ensure that your needs are met in as smooth a manner as possible, we need the following information. This will be used to set up your organization in our computer system and will be invaluable to us in our efforts to satisfy your needs.

We would like to thank you for your assistance. If you have any questions or if we may be of any future assistance to you, the following contact names may be helpful (in addition to your contact in the marketing group). All of these people can be reached at 270-926-2032. Invoicing/Accounts Receivable information (Paula Annin), Credit issues (Angie Littlepage), Chief Financial Officer (Jeff Erb)

For application to be considered and to induce Owensboro to enter into and extend credit pursuant to this Credit Application and Agreement (“Credit Agreement”), the following information must be provided completely and accurately. By completing this form and authorizing below, the Applicant (“Applicant” or “Buyer”) authorizes Owensboro to verify any or all information contained herein. The Applicant warrants that this application and the information provided herein are presented for business credit purposes only. Applicant agrees that all customary means of credit investigation may be used, including but not limited to personal and business credit reporting services.

Legal Business Name of Applicant		Federal Tax ID #	
<u>Street Address</u>			
<u>P.O. Box Address</u>			
<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Telephone Number</u>		<u>Fax Number</u>	

Purchasing Contact	
<u>Telephone Number</u>	<u>Fax Number</u>

Accounts Payable Contact	
<u>Telephone Number</u>	<u>Fax Number</u>

Estimated Volumes to be Purchased
Commodity Quantities/Month

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Billing Address (if different from legal address above)

Street Address		
P.O. Box Address		
City	State	Zip Code
Office Telephone	Mobile	Fax

Delivery Addresses: Please provide contact names, addresses, phone and fax numbers for delivery addresses Owensboro to which our products will be shipped. Attach separate sheet if necessary.

Your Company's Primary Banking Establishment

Bank's Name		
Street Address		
P.O. Box Address		
City	State	Zip Code
Account Number	Contact Name	Contact's Telephone

Authorization to release banking information: _____
Sign/Date Print Name

Business References: Please include three business references with which you are currently doing business.

	Business Name	Street/City/State/Zip Code	Office Telephone Number
1			
2			
3			

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Terms and Conditions of Sales

In consideration of credit being extended by Seller, the Buyer understands and agrees (1) that it will pay Seller in accordance with the terms and conditions of this Credit Agreement; (2) that the information contained here is being relied upon by the Seller for the extension of credit; (3) that the information stated above by the Buyer is true and correct; and (4) that the Buyer agrees to make payment within ____ days following the date of the invoice.

Deliveries and Purchases: Buyer authorizes purchases and deliveries to be made as authorized by signature of any authorized agent of the Buyer. Buyer shall have an agent on the job site to receive all products. All products become the sole responsibility of the Buyer (including all risk of loss) at the point that title to the goods passes to the Buyer, but no later than when product is delivered and received by the Buyer or its authorized agent.

Products Returned: No products are to be returned or credit allowed without Seller’s prior written authorization.

Governing Law, Jurisdiction, Venue, and Jury Waiver: This Credit Agreement shall be construed and enforced under the domestic laws of the Commonwealth of Kentucky, including the Uniform Commercial Code as enacted in Kentucky, but without regard to Kentucky’s conflict of laws rules. Buyer irrevocably submits to the jurisdiction and venue of a court located in Daviess County, Kentucky for all disputes concerning this Credit Agreement or goods sold under it. **In the event that an action is brought to enforce, or is in anyway related to, this Credit Agreement or goods purchased thereunder, Buyer irrevocably waives any right it, he, or she may have to a trial by jury.**

Limited Warranties, Warranty Exclusions, and Limitation of Damages: In no event shall Seller be liable for any special or consequential damages, and any other liability shall be limited to the greater of the value of the products sold or any written warranties extended by Seller on them.

Seller’s Discretion: Seller shall have complete and sole discretion in whether to extend credit to Buyer and to the amount of any credit extended regardless of any pattern or history of credit extensions to Buyer.

Payment: In consideration of credit being extended to the Buyer, Buyer agrees, without recoupment or offset, to pay all amounts due and owing under this Agreement or any Sales Agreement within ____ days from date of the invoice of the goods sold thereunder. Any balances more than thirty (30) days old will accrue interest in the amount of 1½% per month until payment in full is made, which is an annual percentage rate of 18%. In consideration of Seller’s extending credit to Buyer, Buyer hereby unconditionally agrees to pay the Seller all sums, which have been incurred or may hereafter become due and payable by virtue of this extension of credit to the Buyer (or anyone on its, his, her, or their behalf). Notice of default is hereby waived by Buyer. This waiver shall not be affected by granting extensions of time for payment or other indulgences and shall remain in full force and effect until written notice of cancellation from the Buyer has been received by Seller.

Letter Of Credit: Buyer (agrees/does not agree) to provide a letter of credit in favor of seller in the amount of \$_____ and issued from the banking establishment listed above. Seller shall have complete and sole discretion as to whether the letter of credit and banking establishment are sufficient for purposes of Seller extending credit to Buyer. Buyer shall ensure the letter of credit remains valid and enforceable at all times that credit is extended to Buyer from Seller. Buyer shall immediately notify Seller of any significant changes in the status of the letter of credit, including but not limited to its impending expiration or termination.

Information: Buyer hereby authorizes any person, association, firm, bank, or corporation to furnish on request to Seller information concerning Buyer’s credit. Buyer certifies the information contained herein is true and accurate to the best of the knowledge and belief of each.

Costs: In consideration for this extension of credit, Buyer agrees to pay all (100%) legal, court, and agency costs incurred by Seller in enforcing any term or condition of this agreement, including but not limited to Seller’s attorney fees, whether suit is filed or judgment rendered.

Entire Agreement: Any Sales Contract (“Sales Agreement”) entered into by the parties and executed on behalf of Seller is incorporated here by reference. This Credit Agreement, along with any later executed Sales Agreements, constitutes the entire agreement (“Agreement”) between the Buyer and Seller. This Agreement cannot be amended except by a writing signed by Seller.

This Credit Agreement shall be binding upon the Buyer, his personal representatives, successors and assigns from the date of execution. This document may be executed and transmitted to Seller by facsimile machine or other electronic transmission and such transmission shall be deemed an original and shall be binding upon Buyer upon its receipt by Seller.

DATED this ____ day of _____, 20____.

WITNESS:

I/we have read, understand, acknowledge and agree to the terms of this Credit Agreement.

Please Type or Print Name

(Buyer)
Please Type or Print Name