

APPLICATION FOR CREDIT AND AGREEMENT TO PAY

* Salesman # _____

Buttonwillow Warehouse Company, 3430 Unicorn Rd., Bakersfield, CA 93308 T (661) 695-6500 • F (661) 387-9414

APPLICANT INFORMATION:

* Applicant:		* Years in Business:	
Trade Name (dba):			
* Entity Type: <i>Sole Owner () Partnership () Corporation () LLC ()</i>		State of Inc:	
* Billing Address:		* Office Phone:	
* Address:		Home:	
* City:	* State:	* ZIP:	Mobile:
* Federal Tax ID:		* E-mail:	
AG Permit #:	Resale: Y N	Reseller's Permit #:	

--- **Sole Owner and Partnership entities require a completed CREDIT REPORT AUTHORIZATION form with application ---**

If a subsidiary; Name & address of Parent Company: _____

OWNERS and OFFICERS: * If not a Sole Owner

President:	Vice- President:
Secretary:	Treasurer:

*** BANK & TRADE REFERENCES:**

Bank Name:	Account No. :
Address:	City, State, Zip
Telephone:	Fax:

*** CROP PLANNING INFORMATION:**

Crop	Acres	Average Yield	(Less) % Used for Feed	(Less) % Landlord's Share	Price Per Unit	Total Crop Value	Insurance Coverage: RP YP etc. Type %	

Acres Owned:	Acres Leased:	Landlord's Name and Address:	Counties Farming in:

CREDIT INFORMATION:

* Current or Last Chemical Fertilizer Supplier:		
Name:	Address:	Phone:
Additional Farm Related Suppliers (Largest):		
Name:	Address:	Phone:
Name:	Address:	Phone:

ACCEPTANCE OF APPLICATION FOR CREDIT AND AGREEMENT TO PAY

By signing or the acceptance of this document by an authorized signor, the owners both individually and on behalf of Customer:

- (1) acknowledge and agree to all of the Terms and Conditions of this Credit Application:
- (2) certify that the signor is authorized to bind Customer and themselves individually for the business named in this application and that all information and documents provided herein are true, correct and complete;
- (3) authorize BWC to obtain personal credit reports on the principals and any business credit reports on Customer and to provide credit information to other regarding Customer;

CUSTOMER

AUTHORIZED SIGNATURE
IF CORPORATION – AUTHORIZED OFFICER

NAME PRINTED

DATE

AUTHORIZED SIGNATURE
IF LLC – MANAGING MEMBER

NAME PRINTED

DATE

CONTINUING GUARANTEE

As a direct and material inducement to BWC to extend credit to the Customer listed on this Application for Credit and Agreement to Pay ("Credit Agreement"), and in consideration of such extension and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Guarantor(s)") jointly and severally, unconditionally and personally, guarantee full payment, performance and compliance by Customer of all terms and conditions set forth in the above Credit Agreement, including without limitation, all purchases, debts, obligations and liabilities of Customer, now or hereafter incurred or entered into by Customer.

Guarantor(s) understands and agrees that Guarantor's liability extends to all outstanding amounts owed by Customer, including without limitation, any amounts that may exceed any previously stated credit limit for Customer, and any fees or costs incurred by BWC in the collection of any amounts due hereunder. Guarantor(s) hereby authorizes, but does not require, BWC Company to, from time to time, review and renew the extension of credit to Customer, and/or to modify Customer's payment terms or schedule, and to increase or decrease Customer's credit limits, all without further notice to Guarantor(s); it being Guarantor's obligation to monitor any credit balances owed by Customer to BWC. The liability of Guarantor(s) shall not be affected by any compromise, modification, release or discharge of Customer's indebtedness, unless otherwise agreed to by Company in writing, whether by operation of law or otherwise, or by any change in the form of indebtedness, or by any modification of the forms of sale made by BWC to Customer, or by the addition of any other Guarantor(s). Guarantor(s) agrees that separate actions may be brought against Guarantor(s) whether or not Customer or other parties deemed by Customer to be responsible are joined in any such action.

This Guarantee is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor(s), which must be sent to BWC by certified mail with return receipt, or by other form of delivery requiring acknowledgment of receipt by BWC. Any such withdrawal or revocation of this Guarantee shall not be effective unless Guarantor(s) is able to provide and prove written acknowledgment of receipt by BWC. Any such withdrawal or revocation of this Guarantee by Guarantors) shall not be effective as to any outstanding balances or purchases made prior to BWC's receipt of such withdrawal or revocation, and Guarantor(s) shall remain fully liable therefore. Guarantor(s) waives all presentments, demands for performance, notice of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guarantee and of the incurring of new or additional indebtedness or the extension or nonpayment of indebtedness. Guarantor(s) waives any defense arising from the impairment or loss of any right of reimbursement, contribution or subrogation.

Guarantor(s) hereby authorizes BWC to investigate any credit and financial records, including banking records, which are in the name of Guarantor(s) and authorizes BWC to share the information received from any consumer credit report with BWC's affiliates, agents, attorneys, officers and owners. Guarantor(s) understands and acknowledges that this Guarantee relates to a commercial debt, and is not a consumer debt subject to the Fair Debt Collection Practices Act. Guarantor(s) acknowledges and understands that Guarantor(s) liability hereunder is intended to be personal, irrespective of whether Guarantor(s) executes this Guarantee using a company title or position.

This Continuing Guarantee is intended to inure to the benefit of BWC, and its successors or assigns. If litigation is instituted to enforce this Continuing Guarantee, Guarantor(s) agrees to jurisdiction and venue as specified in the Credit Agreement.

GUARANTOR

AUTHORIZED SIGNATURE
IF CORPORATION – AUTHORIZED OFFICER

NAME PRINTED

DATE

AUTHORIZED SIGNATURE
IF LLC – MANAGING MEMBER

NAME PRINTED

DATE

TERMS AND CONDITIONS

In consideration of the extension of credit, and/or its continuation of previously extended credit by Buttonwillow Warehouse Company, its affiliates or subsidiaries ("BWC"), Customer hereby agrees to the following terms and conditions:

1. **Customer Representation.** All information provided in this Application for Credit and Continuing Guarantee shall form the basis for a Credit Agreement and is true and complete. Customer may not assign its rights or obligations hereunder without prior written approval of BWC.

2. **Acceptance.** The person signing this application represents s/he is either the Customer or a representative of Customer with full legal authority to enter into legally binding agreements on behalf of Customer. This Credit Agreement may be executed by the parties in counterparts including by means of facsimile or electronic (.pdf) signature pages, any of which need not contain the signature of more than one party and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and all such copies shall be binding and effective as if the original.

3. **Financial Investigation.** Customer's signature and any Guarantor's signature hereon authorizes BWC to investigate Customer's and/or any Guarantor's, officer's or owner's credit background from any sources including those bank and trade references provided by on page 1 by Customer, and including, but not limited to, an individual consumer credit reporting agencies and industry trade group associations in connection with credit decisions made from time to time. Customer authorizes its bank and/or other agency with which it has financial arrangements to release to BWC financial information to support this Application and any future credit decisions.

4. **Use of Credit Information.** BWC agrees to use the data contained in the Credit Application for the sole purpose of rendering a credit decision for a commercial account, and agrees to not disclose any of the data contained therein to a third party. This Credit Agreement shall inure to the benefit of BWC and its successors or assigns.

5. **Credit Limit.** BWC shall have the right to limit the amount of credit available to Customer and may increase or decrease this limit at BWC's sole discretion without notice to any person, including Customer and Guarantor(s). In the event that Customer makes purchases that exceed any previously requested and/or approved credit limit, such purchases shall be deemed a request by Customer to increase its credit limit. Customer will be deemed to have actual knowledge of such additional credit purchases, and Customer agrees to assume full responsibility and to pay additionally any such amounts which exceed the credit limits previously set by BWC.

6. **Payment.** Payment is due according to terms indicated on BWC's invoice to Customer, except that COD accounts are due on delivery and considered as CASH sales. **BWC's normal credit terms are Net 30 days from the date of invoice.** BWC reserves the right to withhold shipment of any part of an order or to require pre-payment of any given shipment if Customer does not make timely payment. Customer will pay all applicable taxes, duties, licenses, excises and tariffs levied upon the sale, purchase or delivery of the Products. Customer shall make all payments to BWC without defense, setoff or counterclaim. All payments made by Customer may be applied first to any outstanding finance charge and the remainder to the unpaid balance of product purchases.

7. **Late Payment.** Past due accounts may be subject to credit hold. If Customer fails to pay any invoice amount by its respective due date, **Customer may be assessed a Late Charge on the unpaid balance of all unpaid invoices from the date the total amount of invoice is due and payable at the rate of 1.5% per month (18% per annum) or such lesser amount as BWC may charge.** BWC will be entitled to receive all costs, including attorney's fees and costs, incurred as a result of enforcement of any provision hereof or collection of any sum due from Customer.

8. **Non-Delivery of Goods.** BWC will not be liable for any damages suffered as a result of the cessation of services or the non-delivery of goods. BWC may deliver products upon request. However, cropping conditions may change and immediate availability of some products and services may not always occur on a timely basis. BWC agrees to keep Customer informed of any changes that may pertain to the delivery of products and services.

9. **Order and Shipment.** BWC will not be bound by any terms and conditions set forth in Customer's purchase orders unless previously agreed to in writing. Delivery will be made in accordance with BWC's shipping policy on the date of shipment. All shipments of Products by BWC or Customer will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from BWC to Customer's identified delivery place will be the responsibility of Customer. Customer must notify BWC, by calling BWC within three (3) days after delivery, of any claimed shortages or rejections and BWC must receive a notice in writing from Customer via mail or facsimile within five (5) days of the claim. Failure to give such notice of a claim will be deemed an acceptance in full of any such delivery. Approval of any short shipment claim is in BWC's sole power and discretion. In the event that BWC grants a short shipment claim, BWC will replace the lost or damaged Product or issue a credit memo, in its sole discretion. In the event that BWC does not approve the claim, Customer will pay the total invoice.

10. **Security Interest.** Customer grants BWC and BWC retains a purchase money security interest in the Products. Customer agrees to cooperate with BWC as may be required to record or perfect BWC's security interest.

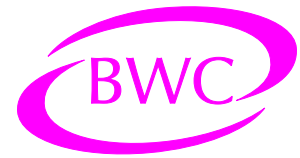
11. **Returns.** Customer may return Products purchased from BWC and receive a credit up to the amount invoiced for the Product, minus shipping and handling charges subject to BWC's then current return policy and if BWC determines, in its sole judgment, that Customer is not in default of the Terms and Conditions or any other agreement between the parties.

12. **DISCLAIMER AND LIMITATION OF LIABILITY.** BWC MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. BWC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BWC BE LIABLE FOR ANY LOSS, DAMAGE OR COST FOR BREACH OF WARRANTY. BWC WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS AGREEMENT EVEN IF BWC HAS BEEN ADVISED OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE. IN NO EVENT WILL BWC'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS OF THE CLAIM.

13. **Governing Law; Submission to Jurisdiction.** These Terms and Conditions, Customer's obligations and any legal proceedings arising out of this Credit Agreement shall be governed by and construed in accordance with the law of the State of California. For purposes of any proceeding involving this Credit Agreement or any of the obligations of Customer, Customer hereby submits to the nonexclusive jurisdiction of the courts of the State of California in the County of Kern. Customer agrees not to raise and waives any objection to or defense based upon the venue of any such court or based upon forum non conveniens.

14. **General.** This Credit Agreement and these Terms and Conditions constitute the entire agreement between Customer and BWC and supersede all prior or current written or oral statements, representations, negotiations, agreements, and understandings regarding the sale of product or extension of credit. Should any provision of this Credit Agreement or these Terms and Conditions be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect. This Agreement and the Terms and Conditions may be amended or modified only in writing, signed by both parties. The failure of either party to insist upon strict performance of any of the provisions of the Credit Agreement, or Terms and Conditions will not be deemed a waiver of any breach or default. Any notice given to either party will be in writing and effective by transmission via facsimile, e-mail and regular mail to the addresses indicated in the Credit Application or as advised in writing by the party.

15. **Pest Control Advisors** (PCAs) may be provided, upon request, as a service to Customer. These PCAs are licensed professionals who may give recommendations about such things as: pest conditions, plant growth regulators, fertility and disease control. The PCA's duty is to provide Customer with timely information, recommendations and/or a summary of services as performed. The PCA cannot and does not warranty or guarantee a successful crop. Customer is instructed to review any information, reports or recommendations provided by the PCA and make its own determination as to the validity of the data and suitability of the recommendations. The ultimate responsibility for the success or failure of a crop remains with the Customer at all times.



Buttonwillow Warehouse Company

CREDIT APPLICATION / CUSTOMER INFORMATION

Please take a few moments to answer the questions below to help us ensure proper billing of our products and services.

Entity Name: _____ County: _____

Shipping Address: _____

Type of Entity:	<input type="checkbox"/> Golf Course	<input type="checkbox"/> Municipality	<input type="checkbox"/> LCO
<input type="checkbox"/> Nursery	<input type="checkbox"/> Greenhouse	<input type="checkbox"/> Dealer	<input type="checkbox"/> Other _____

The Best Person to Contact in _____ is: _____
FULL NAME: _____ EMAIL: _____
TELEPHONE: _____ FAX: _____
COMPANY WEBSITE: _____

Name and Phone Number of **Buyer/Sales** contact is:
FULL NAME: _____ EMAIL: _____
TELEPHONE: _____ FAX: _____

Are Purchase Order #'s Required on Invoice? ☐ Yes ☐ No

In order to purchase restricted use products the following information must be supplied:
(Attach copy of certificate)

<u>Ag Permit</u>	<u>Issue Date:</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

To be completed by Sales:

Salesperson: _____ Salesperson #: _____
New Customer: ☐ Yes ☐ No Account Number: _____
Credit Limit Requested: \$ _____ Existing Credit Limit: \$ _____
Order Pending: ☐ Yes ☐ No
If yes, Amount: \$ _____