



FARMERS COOP CREDIT TERMS



AGENT/AGENCY	The Patron shall identify for FCEC those persons authorized to make purchases of products and services on credit. Unless otherwise informed, FCEC shall be permitted to presume that all persons representing Patron are so authorized. Each of the undersigned (if more than one) shall be jointly and severally liable for all amounts owed to FCEC.
CREDIT POLICY	The purpose of the credit policy is to extend convenience credit only to Patrons and customers. All credit sales must be approved by the appropriate authority prior to the time of purchase. All purchases on credit will be stated on the monthly invoice statement rendered by FCEC. The statements are due and payable in full by the 20th day of the month following the statement date. There will be no interest charged if payment is received on or before the 20th day of the month following the statement date. Payments are applied to the oldest charge first. Any amounts not paid by the 20th day of the month following the statement date will be subject to a 3% up charge. Interest is 1.33% per month (minimum \$.50) and will be added to the balance of the account on the LAST DAY of the month following the statement date. Any accounts 31-60 days past due will be put on CREDIT HOLD. Accounts will be assessed after payment is made and before CREDIT HOLD is lifted. If in the event your account is past due for 61-90 days, the account will remain on CREDIT HOLD and sent to COLLECTIONS. Account will be assessed before credit is reestablished. Accounts that are delinquent past 91+ days will be reviewed by management and steps will be taken to submit said account to an attorney or an outside collection agency. Account will become permanently CASH ONLY and credit will be revoked indefinitely. FCEC reserves the right to terminate credit sales at any time without prior notification. The Patrons return to credit status following the termination of credit sales, will be solely at the discretion of FCEC and may be under such additional terms, orally or written, as the Coop may require. FCEC reserves the right to require that the Patron reapply for convenience credit by completion of a full credit application or an addendum to the credit policy. This consent shall also encompass any charges which the Patron does not sign a sales invoice. Nothing herein shall be deemed a waiver, by FCEC, of its rights to take legal action to collect amounts due from the Patron's account.
GRAIN SALES POLICY	No grain will be shipped to customers whom accounts are in credit hold/cash only status. Grain sales customers need a current credit application completed and analyzed before grain can be shipped. All grain sales for the week will be settled and invoiced the following Monday with a DUE DATE ten (10) days following the date of the invoice. Late fees are assessed on the 11 th day. Finance charges are assessed on the last day of the month.
TRUTH-IN-LENDING STATEMENT	The extension of this credit will give FCEC the right to apply a lien upon your equities in the cooperative, and in your current crops and/or livestock as provided by Nebraska statutes. The Federal Regulation commonly referred to as "TRUTH IN LENDING" requires all businesses to disclose credit cost to a customer as in INTEREST CHARGE in terms of an ANNUAL PERCENTAGE RATE. In compliance with that regulation the following information is provided. Convenience is available on account to all customers upon application, unless credit history is unsatisfactory. A statement of account shall be rendered to all Patrons with an open account balance on the 1st of the month. The statement balance is due and payable in full upon its receipt or the 20th day of the following month. Any balance of a statement remaining unpaid on the LAST day of the month following purchase shall then be charged an INTEREST CHARGE of 1.33% per month (minimum \$.50) upon that unpaid balance based upon a thirty (30) day month. We are required by law to inform you that any credit accumulated within FCEC, if any may be applied solely at our discretion, toward your delinquent account without notification, should your account not be paid in accordance with the terms set forth above.
CONFIRMATION OF INFORMATION ACCURACY & RELEASE OF AUTHORITY TO VERIFY	The undersigned, jointly and individually, certify that all information in this Credit Application is correct as of the date listed below to the best of my knowledge. I (the Patron) understand that in making a decision on my Application FCEC is relying on this information and, if accepted, this Application shall become part of the agreement between the parties. The Patron understands that FCEC will retain this Application and any support information whether or not it is approved. FCEC is authorized to make credit checks or inquiries concerning matters listed as assets, liabilities, and references on this credit application, and concerning any subsequent transaction or credit servicing request arising or resulting from any credit purchase made pursuant to this application. Creditors and others are hereby authorized to disclose information relative to any loans, accounts, purchases, or other financial transactions, past, present, or future, and production and marketing information to the Patron's business operations, to FCEC. FCEC may request Security Agreements and/or Financing Statements as provided in the uniform Credit Code of Nebraska, prior to extending further credit. FSA and other county, state and federal agencies are authorized to make available all aerial maps, land descriptions, water and soil data, commensurate or base property qualifications, grazing survey data, crop yield or production data, and other pertinent data covering any real estate owned, rented, and/or optioned by the Patron. The Patron understands and agrees that a facsimile of this Application and signature thereon shall be deemed an original.
LIEN INTEREST	Pursuant to the By-laws of the Coop and this Agreement, FCEC possesses a first lien in the membership and other equities of any Patron in the Coop to the extent of any unpaid credit balance. The Patron hereby acknowledges FCEC's lien interests and authorizes all necessary acts by FCEC to protect and enforce such lien interests.
CREDIT LIMITS	FCEC shall assign the account with a credit limit and the Patron agrees not to exceed that limit. No additional charges will be permitted once the limit has been met or passed. If the Patron feels that the limit should be changed, submit a written request to the Credit Manager at any time.
CHANGE OF TERMS	Credit terms may be changed at the discretion of FCEC including, but not limited to, changing the due date, changing the billing cycle, or on any other matter after notice of such change has been given to the Patron.
NO RIGHT TO WAIVER	Neither an extension of time for payment granted to the Patron, if any, nor acceptance of partial payment by FCEC, if any, shall constitute a waiver of any right to full payment of all sums due and owing to the Coop by the Patron, or constitute a waiver of any other similar obligation or default by the Patron occurring at a later date.
RIGHT OF OFFSET	The Patron agrees that FCEC may offset and apply any amounts it may, from time to time, owe the Patron for whatever reason against any unpaid past due balance of the Patron.
ADMINISTRATIVE CHARGES & RETURN OF PAYMENT FEE	FCEC may assess a reasonable charge to offset the additional administrative costs incurred by the Coop when a Patron pays all or a portion of his or her convenience credit account balance by credit card. Such charges shall be added to the Patron's convenience credit balance prior to completing the credit card payment transaction.
COLLECTION	The Credit Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to and may be enforced by FCEC, its successors and assigns. In the event that the undersigned fails to pay the account within three months after the purchase date, in addition to the unpaid balance, plus the retail finance charge, the undersigned will be required to pay reasonable attorney's fees where such balance is referred for collection. Such expenses shall include but not be limited to an attorney, not a salaried employee of the seller, court costs, and other pre-judgment and post-judgment attorney's fees and costs. Notice: Co-Applicants understand and agree to pay any indebtedness incurred pursuant to the terms of this Credit Agreement by the Patron or those authorized by the Patron, although they may not personally receive the goods, merchandise, materials, or services. Co-Applicants may be sued for payment although the person who receives the goods, merchandise, materials, or services is able to pay.
GUARANTY	If the Patron is a corporation or other entity, the person executing this Agreement agrees to personally guarantee the payment of all amounts due from the Patron to FCEC.
PERSONAL GUARANTY FOR ENTITY DEBT	The undersigned, INDIVIDUALLY AND PERSONALLY , hereby unconditionally guarantees to FCEC the prompt payment when due of all present and future obligations and indebtedness of the applicant. The undersigned agrees to pay all attorneys' fees and other expenses incurred by FCEC by reason of default in payment of any sum due. It is understood that this guaranty shall be a continuous and irrevocable guaranty and indemnity for such indebtedness. If there is more than one guarantor, the obligations are joint and several. This guaranty shall bind the heirs, administrators, successors and assigns of the undersigned and may be enforced by or for the benefit of any assignee or successor of FCEC. This guarantee extends to all principal, interest, costs, fees, attorney fees and expenses incurred upon or by virtue of the extension of credit hereunder. It is further agreed and hereby understood that the FCEC can execute upon this Personal Guaranty as it deems necessary to obtain payment of the above set forth account(s) and it not required the Cooperative exhaust all remedies against the individual or entity responsible for payment of the account. At any time FCEC may, without notice, extend credit to applicant or modify, renew, extend, or compromise any indebtedness; take, subordinate, or release any security interests; release applicant or any other guarantor from any liability for indebtedness and otherwise deal with applicant and other guarantors in any manner deemed fit, without waiving the effectiveness of this personal guaranty