PG: 1

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| 5069 MAGNOLIA DRIVE Macon, Ms 39341662-726-2638Credit Application for aN Account |
| Contact Information |
| Title: | Tax ID# |
| Company name: |
| Phone: | Fax: | E-mail: |
| Registered company address: |
| City: | State: | ZIP Code: |
| Date business commenced: | Owner/Manager: |
| Sole proprietorship: | Partnership: | Corporation: | Other: |
| Business and Credit Information |
| Primary business address: |
| City: | State: | ZIP Code: |
| How long at current address? |
| Telephone: | Fax: | E-mail: |
| Bank name: | Address: |
| City:  | State: | ZIP Code: |
| Fax: | Email: |
| Checking account #:  |
| Loan officer/Banker: | Phone: |
| Business/trade references |
| #1. Company name: |
| Address: |
| City: | State: | ZIP Code: |
| Phone: | Fax: | E-mail: |
| Type of account: |
| #2. Company name: |
| Address: |
| City: | State: | ZIP Code: |
| Phone: | Fax: | E-mail: |
| Type of account: |
| #3. Company name: |
| Address: |
| City: | State: | ZIP Code: |
| Phone: | Fax: | E-mail: |
| Type of account: |
| CREDIT REQUEST |
| Credit Requesting? | 3% NET 1 Day **ACH** | 2% NET 3 Days **Check** | NET 30 Days **Check** |
| Check payment must be Business Check, Certified Check, or Money Order. We charge for each returned check or ACH. Discounts will not be available on any returned payments. Discounts are only available if account is paid within your approved terms. |
| **PLEASE SIGN AND REVIEW PAGE (2)** |
| terms |
| 1. Our terms are 2% NET 3 days or 3% NET 1 day (ACH). Discount applied on applicable items.2. If special consensus are made you may be authorized for NET 30 days.3. By submitting this application, you authorize **SOUTHERN SEED & FEED, LLC** to make inquiries into the banking and business/trade references that you have supplied. THE CUSTOMER agrees to the following terms and conditions for purposes of any sales or other transaction that may occur between Southern Seed & Feed, LLC. and its subsidiaries and Customer:4. By signing below you are agreeing to pay with in your proper terms.THE CUSTOMER agrees to the following terms and conditions for purposes of any sales or other transaction that may occur between Southern Seed & Feed, LLC. and its subsidiaries and Customer:1. At its sole discretion, Seller may, at any time, cancel or refuse to sell to Customer, including but not limited to on a credit basis.2. For any sale that is made on a credit basis, payment shall be made to seller at the address shown on its invoices within their approved terms stated on the invoice. If any amount owing to Seller is not paid when due, Customer shall pay a finance when the date the invoice becomes past due.4. Customer agrees to pay all reasonable costs incurred by Seller in enforcing the terms of this agreement and in collecting any amounts that may become past due and owing by Customer to Seller, including attorney’s fees, collection agency charges (not to exceed 40% of the principal amount owing), deposition fees, and court costs.5. Customer authorizes Seller to inquire into and obtain from any bank, lending institution, credit reference or reporting agency, whether listed in this Credit Application or not, any and all information relating to the Customer’s credit worthiness or financial condition.6. Customer shall notify Seller in writing at least 30 days prior to the effective date of any change in legal composition or ownership of the Customer’s business. To be effective, such notice shall be sent by Mail, Fax, or Email-Attention: Credit Department, specifying the nature and effective date of the legal composition or ownership.7. The terms of this agreement contain the sole and entire agreement and understanding concerning Customer’s purchases from Seller. All prior Discussions and documents, which relate to the substance of this agreement are merged herein and superseded by the terms of this agreement. This agreement may be supplemented by the terms in Seller’s invoices or other sales documents, which terms shall be enforceable unless Customer reasonably objects to the terms. To be enforceable, any amendments or waivers to the terms of this agreement must be in writing and signed by the party to be charged. The terms of this agreement shall apply to and bind any successor and heir of Customer, and shall insure to the benefit of any successor or assign of the Seller.PERSONAL GUARANTY1. In consideration of the extension of credit by Southern Seed and Feed, LLC (Seller) to Applicant, the undersigned does jointly and severally personally guaranty to pay and be responsible for payment (and not merely collections) of all sums, balances, and accounts due to Seller, including interest, collection charges, and/or attorney’s fees. This shall be an open and continuing guaranty and shall continue in force not withstanding and change in the form of such indebtedness, or renewals, releases, modifications, or extensions, granted by Seller, without obtaining any consent thereto, and until expressly revoked by written notice from the Guarantor(s) to Seller. Any such revocation shall not in any matter affect guarantor(s) liability as to any indebtedness existing prior thereto. Guarantor(s) waive notice of the acceptance of this agreement, presentment, protest, notice of default, or non-payment and waive action required by any statute against the Applicant. No delay on Seller’s part in exercising any right hereunder or taking and action to collect or enforce payment of any obligations hereby guaranteed, either as against the Applicant or any other parson primarily or secondary liable with the Applicant, shall operate as a waiver of any such right or in any manner prejudice Sellers rights against Guarantor(s). 2. Guarantor(s) agrees that in the event of any default at any time by said Applicant, Seller shall be entitled to look to Guarantor(s) immediately for full payment without prior demand or notice. Guarantor(s) consent and agree to be bound by all the provisions of the agreement. |
| Signature |
| Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_ Typed/Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_ Typed/Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Must be signed by an Officer/Director, Member/Manager, Owner or all partners) |

PG: 2