

CREDIT TERMS & CONDITIONS

WESTERN FARM SERVICE COMMERCIAL CREDIT AGREEMENT/TERMS AND CONDITIONS

Commercial credit agreement and terms and conditions for the sale of fertilizer, chemicals and related products and services are as follows:

1. You may establish a customer account with WFSI by providing sufficient personal and/or business information and credit references. Sufficient information and credit references can be provided by properly completing a customer profile. WFSI 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 payment in full prior to or at the time of delivery unless you have a credit approved customer account with WFS.
3. WFSI 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 months invoices. If discounts apply, discounts will not be available on current month invoices if the account payment is for less than the previous balance amount.
5. WFSI accounting monthly and closing is determined by WFSI billing practices and may not coincide with a calendar month. WFSI will provide you a monthly statement of account detailing the current months transactions. You will also receive WFSI 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 charge will be computed as of WFSI accounting month end closing and each succeeding month end until the balance is paid in full.

STATE	MONTHLY RATE	APR
Alabama, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Louisiana, Massachusetts, Minnesota, Montana, Nevada, North Carolina, North Dakota Oklahoma, Oregon, South Carolina, Utah, Washington, Wisconsin, Wyoming	1.50%	18%
Indiana, Mississippi	1.75%	21%
Maine		21%
		First \$25,000 – 1.8% Above \$25,000 – 1.0%
Nebraska	1.33%	16%
New Mexico		18%
		First \$500 – 1.5% Above \$500 – 1.0% 12%
West Virginia		18%
		First \$1,500 – 1.5% Above \$1,500 – 1.0% 12%

WFSI may, without written notification to the customer, will comply with future statutes adopted by the states pertaining to permissible finance charge rates.

7. You agree to pay reasonable attorney fees and other expenses incurred by WFSI in enforcing this agreement collecting any indebtedness, in realizing upon any collateral, or otherwise incurred in enforcing this agreement in all courts including bankruptcy. You acknowledge and agree that WFSI 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. WFSI 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, 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.