



AURORA COOPERATIVE

CREDIT TERMS

Agent/Agency	The Customer may identify for ACEC those persons who are authorized to make purchases of products and services on credit. Unless otherwise informed, ACEC shall be permitted to presume that all persons representing Customer are so authorized. Each of the signatories hereto (if more than one) shall be jointly and severally liable for all amounts owed from Customer—whether charged by Customer or Agent.
Credit Policy	<p>The purpose of this Credit Policy is to extend convenience credit only to Customers. Convenience credit is extended as an alternative to paying cash each time merchandise is picked up or delivered. All credit sales must be approved by ACEC prior to the time of purchase.</p> <p>All purchases made on credit are due and payable upon receipt of the statement and become delinquent 30 days after the date of the statement. Interest will accrue from and after the date of the statement. However, there will be no interest charge if payment in full is received on or before the 30th day after the date of the statement. All payments received will be applied first to any accrued interest charges and costs with the remainder to be applied to the oldest charge(s).</p> <p>Coproduct wholesale only: All purchases made on credit are due and payable 10 days after the date of the invoice. Interest will accrue from and after ten days from the date of the invoice. All payments received will be applied first to any accrued interest charges and costs with the remainder to be applied to the oldest charge(s).</p> <p>Delinquent accounts may result in the following: "Past Due" letter notices, revoking convenience credit privileges and the account being placed on a cash only ("COD") basis, Small Claims court filing, referral to a collection agency, or any other remedy available to ACEC at law or equity. The remedies discussed herein are nonexclusive, shall be exercised in ACEC's sole discretion, and exercise of any one such remedy will not be deemed a waiver of or detrimentally effect ACEC's right to utilize any other available remedy.</p> <p>ACEC reserves the right to terminate credit sales at any time without prior notification. Specifically, ACEC reserves the right to prohibit additional sales or products on credit will be allowed if the Customer has a past due balance more than thirty (30) days following the statement date. The Customer's return to credit status following the termination of credit sales will be solely at the discretion of ACEC and may be under additional terms, orally or written, as ACEC may require. ACEC reserves the right to require that the Customer reapply for convenience credit.</p> <p>This consent shall also encompass any charges of which the Customer does not sign the sales invoice.</p> <p>Nothing herein shall be deemed a waiver by ACEC of its rights to take legal or equitable action to collect amounts due from the Customer.</p>
Truth-In-Lending Statement	<p>The Federal Regulation commonly referred to as "Truth in Lending" requires all businesses to disclose credit cost to a Customer as an interest charge in terms of an annual percentage rate. In compliance with that regulation, the following information is provided.</p> <p>A statement containing the current account balance shall be rendered to all Customers with an open account balance after the close of each month. The statement is due and payable in full upon its receipt and an interest charge of 1.33% per month (minimum \$3.00) upon the balance thereof shall accrue from and after the statement date. This interest charge is equivalent to an annual percentage rate of 16% on the unpaid principal balance. All interest accrued shall not be charged to the Customer if the balance of the statement is paid in full on or before the 30th day after the date of the statement, or in the case of wholesale coproduct accounts, on or before the 10 days from the date of the invoice. . Any balance unpaid on the 31st day after statement shall be assessed the then accrued interest and shall continue to accrue interest thereafter at the rate set out herein.</p> <p>We are required by law to inform you that any credit accumulated within ACEC, if any, may be applied solely at ACEC's discretion towards the delinquent account without notification, should the account not be paid in accordance with the terms set forth above.</p> <p>The extension of this credit will give ACEC a lien upon your entities in ACEC, and in your current crops and/or livestock as provided by the law of the state in which Customer receives services or goods from ACEC.</p>
Confirmation of Information Accuracy & Release of Authority to Verify	<p>The signatories hereto, for the purpose of procuring and establishing credit from time to time with ACEC, and to induce ACEC to permit Customer to become indebted to ACEC for purchase of goods, materials and/or services, furnishes the above business and personal credit information. The signatories hereto, jointly and individually, certify that all information in this Credit Application and accompanying financial statements is complete, factual and correct, and understands that ACEC will rely on the accuracy of this information for any credit that may be extended. ACEC is hereby expressly authorized to contact any parties listed herein and to verify any information contained in the Application. The signatories hereto hereby waive any privacy of credit information rights or regulations.</p> <p>If any representations made in this Application prove to be untrue, the signatories hereto agree that all obligations of Customer to, or held by, ACEC shall immediately become due and fully payable without demand or notice. The signatories hereto hereby acknowledge and agree to be bound by the Credit Terms which appear in this Application.</p>
Lien Interest	<p>Pursuant to the By-laws of ACEC and this Agreement, ACEC possesses a first lien in the membership and other equities of any Customer in ACEC to the extent of any unpaid credit balance. The Customer hereby acknowledges ACEC's lien interests and authorizes all necessary acts by ACEC to protect and enforce such lien interest.</p> <p>ACEC is authorized to file any statutory lien as allowable by state law, including without limitation, Agricultural Liens, Mechanics Liens, Petroleum Liens, Agricultural Production Liens, Seed Liens, Fertilizer and Agricultural Chemical Liens, and otherwise. Moreover, the signatories hereto authorize ACEC to electronically file an Effective Financing Statement in satisfaction of Section 1324 of the Food Security Act of 1985 and all state laws governing farm product security interests.</p> <p>TX only: the sale of agricultural chemicals or agricultural seed on credit and the provision of labor related to agricultural chemicals or agricultural seed is subject to Chapter 128, Agriculture Code. Failure to pay the agreed or reasonable charges for the chemicals, seed, or labor may result in the attachment of a lien to the proceeds of the agricultural products produced within the aid of the chemicals, seed, or labor.</p>
Credit Limits	ACEC may assign the account with a credit limit and the Customer agrees not to exceed that limit. ACEC reserves the right to prevent any and all additional charges once the limit has been met or passed.
Change of Terms	Credit terms may be changed at the discretion of ACEC 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 Customer.
Termination of Credit	ACEC reserves the right to terminate credit sales at any time without prior notification and prohibit additional sales of products or services on credit if the Customer is in default under any obligation in this Application, or if any representation made herein or otherwise proves to be false or becomes false and is not timely cured, or has a past due balance more than 30 days following the statement date. The Customer's return to credit status following the termination of credit sales will be at the sole discretion of ACEC and may be under such additional terms, oral or written, as ACEC may require.
No Waiver of Rights	Neither an extension of time for payment granted, in ACEC's sole discretion, to Customer or any co-signer/guarantor, nor acceptance of partial payment by ACEC, if any, shall constitute a waiver of any right to full payment of all sums due and owing to ACEC by the Customer, or constitute a waiver of any similar obligations or default by the Customer then occurring or occurring at a later date, or constitute a waiver of ACEC's right to pursue any remedy hereunder or otherwise available at law or equity.
Right of Offset	Customer agrees that ACEC may offset and apply any amounts it may, from time to time, owe Customer for whatever reason, against any unpaid past due balance of Customer, including but not limited to any sums owed for patronage or otherwise.
Administrative Charges & Return of Payment Fee	<p>ACEC may assess a reasonable charge to offset the additional administrative cost incurred by the ACEC when Customer pays all or a portion of his or her account balance by credit card. Such charges shall be added to the Customer's Account balance prior to completing the credit card payment transaction.</p> <p>A returned payment charge of up to \$30.00 will be assessed on each check that is not honored or is returned because it cannot be processed, and each EFT or automatic debit which is returned unpaid.</p>
Collection	<p>The terms of this Application and any other Credit Agreement executed between ACEC and Customer shall be binding upon the heirs, executors, administrators, successors, and assigns of the Customer and any signatories hereto and shall inure to and may be enforced by ACEC, its successors and assigns.</p> <p>In the event that ACEC incurs any costs for collection of any delinquent balance of the account, Customer and any signatories hereto will be required to reimburse ACEC for its costs, including but not limited to reasonable attorney's fees. Such costs and expenses shall include but not be limited to an attorney, who is not a salaried employee of ACEC, court costs, and other pre-judgment and post-judgment attorney's fees and cost.</p> <p>Notice: Co-Applicants and other signatories hereto understand and agree to pay any indebtedness incurred, pursuant to the terms of this Application and credit agreement, by Customer or those authorized by Customer, or any other agent or representative of Customer, although they may not personally receive the goods, merchandise, materials, or services. Co-Applicants and any signatories hereto may be sued for payment, although Customer or other person who received the goods, merchandise, materials, or services is able to pay.</p>
Guaranty	<p>In consideration of the extension of credit by ACEC to Customer, all individuals or entities who are signatories hereto and have signed this Application (referred to herein as "Guarantors"), jointly, severally, and unconditionally guarantee payment of all amounts Customer shall at any time owe to ACEC on account of goods or services sold and delivered to Customer, whether such indebtedness is in the form of notes, bills, open account or otherwise, this guaranty shall continue notwithstanding any change in the form of such indebtedness or renewals or extensions granted by ACEC without the necessity of obtaining consent of the Guarantors, until expressly revoked by written notice from the Guarantors. Any such revocation shall not in any manner affect the liability of Guarantors as to indebtedness contracted by Customer prior thereto. This guaranty extends to and includes any and all interest due or to become due together with all attorney's fees, costs, and expenses incurred by ACEC in connection with any matter covered by the guaranty.</p> <p>The Guarantors hereby waive notice of acceptance or non-payment. No delay by ACEC in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed, either against Customer or any person otherwise liable, shall operate as a waiver of any such right or in any manner prejudice the rights of ACEC against the Guarantors. The Guarantors hereby agree that in the event of any default or delinquency by Customer, ACEC shall be entitled to proceed against the Guarantors immediately for such payment without prior demand or notice. The Guarantors further agree to pay reasonable attorney's fees and all other costs and expenses incurred by ACEC in the enforcement of this guaranty.</p> <p>If Customer is a corporation or other entity, the person executing this Agreement hereby expressly acknowledges that he/she has guaranteed all obligations of Customer to ACEC as set out in this section and that said signatory is a Guarantor. A copy of signatures shall be considered as originals of the same.</p> <p>Guarantors hereby authorize ACEC to investigate any references herein listed, or obtain from them or from other sources, information pertaining to Guarantors' credit-financial responsibility. Guarantors also authorize an interest charge assessed to the balance of any delinquent account until paid. The current interest charge rate is 1.33 % per month which equals an annual percentage rate of 16% based upon a 360 day year. This is subject to increase or decrease in accordance with general usury laws.</p> <p>Guarantors and Customer have read this Application and agree to abide by all conditions, policies and credit terms listed herein.</p> <p>Guarantors and Customer understand interest will be charged at a rate of a minimum of 1.33% per month (16% APR) with a minimum of \$3.00 on balances over 30 days and that Guarantors and Customer are liable for all legal and collection fees.</p>