

MAYO FERTILIZER INC.

Rev. 3/1/16

APPLICATION FOR CREDIT

APPLICANT AGREES TO THE TERMS AND CONDITIONS OF THIS CREDIT APPLICATION. THE INVOICE AND PRODUCT LABELS OF PRODUCTS SOLD BY MAYO FERTILIZER INC. TO APPLICANT. APPLICANT REPRESENTS AND WARRANTS THAT ALL INFORMATION SUPPLIED AS ACCURATE AND TRUE AND THAT HE IS A MERCHANT AND SOPHISTICATED BORROWER. IF INSUFFICIENT SPACE TO PROVIDE INFORMATION, SUPPLY ON SEPARATE, ATTACHED SCHEDULES.

Cell Phone _____

Email _____

I. APPLICANT INFORMATION

APPLICANT NAME _____

DBA _____ NO. YEARS IN BUSINESS _____

LEGAL ENTITY

Sole Proprietorship _____ Partnership _____ Corporation _____ LLC _____ Trust _____ FED TAX I.D.# _____

PHYSICAL ADDRESS _____ CITY _____ STATE _____ ZIP _____

COUNTY _____ TELEPHONE _____ SS# _____ DOB _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

PLEASE LIST ALL OWNERS, PRINCIPALS, PARTNERS (LIMITED AND GENERAL), OFFICERS OR MEMBERS

NAME/TITLE _____ ADDRESS _____ SS# _____ DOB _____

II. CREDIT INFORMATION

BANK REFERENCES _____ ADDRESS _____ CONTACT _____ TELEPHONE _____

MAJOR SUPPLIERS (TRADE REFERENCES) _____ ADDRESS _____ TELEPHONE _____ FAX _____

CREDIT LIMIT REQUESTED _____ Mayo Fertilizer Inc Contact/Salesman _____

SALES TERMS AND CREDIT AGREEMENT

ALL SALES MADE BY MAYO FERTILIZER INC. TO APPLICANT ARE DUE AND PAYABLE UPON DELIVERY EXCEPT FOR SALES ON ACCOUNTS, WHICH HAVE ESTABLISHED A CREDIT RELATIONSHIP WITH MAYO FERTILIZER INC. CREDIT SALES ARE DUE AND PAYABLE IN FULL BY THE DUE DATE ACCORDING TO THE TERMS OF SALE SPECIFIED ON THE INVOICE. NO TERMS OR CONDITIONS OF SALE DIFFERENT FROM MAYO FERTILIZER INC. TERMS OF SALE WILL BECOME PART OF ANY AGREEMENT UNLESS APPROVED IN WRITING BY MAYO FERTILIZER INC. A FINANCE CHARGE OF THE LOWER OF 1.5% PER MONTH OR 18% APR OR THE HIGHEST AMOUNT PERMITTED BY LAW MAY BE ASSESSED AGAINST SALES, WHICH HAVE NOT BEEN PAID. APPLICANT AGREES THAT ALL OTHER TERMS AND CONDITIONS OF SALE SHALL BE GOVERNED BY THE LABEL OR INVOICE, WHICH MAY BE SENT TO APPLICANT AFTER PRODUCT DELIVERY. FOR THOSE THAT INCUR FINANCE CHARGES, PAYMENTS OR CREDITS MAY BE APPLIED FIRST TO PAST DUE FINANCE CHARGES AND SUBSEQUENTLY TO OUTSTANDING INVOICE BALANCES AT THE DISCRETION OF MAYO FERTILIZER INC. MAYO FERTILIZER INC. HAS THE RIGHT TO REDUCE THE CREDIT LIMIT AND/OR WITHDRAW APPLICANT CREDIT UNDER THIS CREDIT AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE EXCEPT AS OTHERWISE PROVIDED BY LAW. MAYO FERTILIZER INC. RESERVES THE RIGHT TO REVOKE CREDIT OR DEMAND FULL PAYMENT IF APPLICANT FAILS TO PAY WHEN DUE, OR IF IN THE SOLE DISCRETION OF MAYO FERTILIZER INC., THERE HAS BEEN AN ADVERSE CHANGE IN BUYERS FINANCIAL CONDITION, AND THEREUPON MAYO FERTILIZER INC. SHALL HAVE THE RIGHT TO DEMAND PAYMENT OR OTHER ASSURANCE WHICH IT DEMANDS ADEQUATE. DEFAULT BY APPLICANT UNDER THIS OR ANY AGREEMENT BETWEEN APPLICANT AND MAYO FERTILIZER INC. SHALL BE DEFAULT UNDER ALL AGREEMENTS. MAYO FERTILIZER INC. DOES NOT WAIVE ITS RIGHTS BY ACCEPTING LATE PAYMENTS. IF ANY PROVISION CONTAINED IN THIS CREDIT AGREEMENT BY A COURT TO BE IN CONFLICT WITH APPLICABLE LAW, THAT PROVISION SHALL BE CONSIDERED CHANGED OR OMITTED TO CONFORM SUCH LAW, ALL OTHER PROVISIONS OF THIS CREDIT AGREEMENT REMAIN IN FULL FORCE AND EFFECT. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO LIMIT MAYO FERTILIZER INC.'S COLLECTION RIGHTS OR REMEDIES. APPLICANT AGREES TO PAY REASONABLE ATTORNEY'S FEES AND COSTS OF COLLECTION. THIS APPLICATION MAY BE ENFORCED IN ANY COURT OF APPROPRIATE JURISDICTION SITTING IN LAFAYETTE COUNTY, FLORIDA AND APPLICANT WAIVES ANY ARGUMENT THAT SUCH FORUM IS INCONVENIENT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW CREDITOR AND APPLICANT WAIVE THEIR RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LIGATION ARISING UNDER, OR IN CONNECTION WITH THIS APPLICATION FOR CREDIT. THE UNDERSIGN HEREBY ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS OF THIS CREDIT APPLICATION AND TO THE INVOICE TERMS FOR THE SALE OF PRODUCTS.

THE UNDERSIGNED CERTIFY THE INFORMATION SUBMITTED IS TRUE AND CORRECT, AND GRANTS PERMISSION TO EXCHANGE AND VERIFY ANY INFORMATION DEEMED NECESSARY TO MAKE A CREDIT DETERMINATION INCLUDING PERMISSION TO OBTAIN CREDIT REPORTS. I/WE AUTHORIZE ANY PARTY TO WHOM THIS SIGNED AUTHORIZATION IS PRESENTED, TO PROVIDE MAYO FERTILIZER INC ANY AND ALL INFORMATION THAT IS REQUESTED.

I (WE) BELIEVE THAT OUR/MY BUSINESS IS FINANCIALLY ABLE TO MEET ANY COMMITMENTS I/WE HAVE MADE OR WILL MAKE AND I/WE PROMISE TO PAY MAYO FERTILIZER INC. THE ACCOUNT IN FULL ACCORDING TO ANY INVOICE TERMS OR THIS AGREEMENT.

DATE _____ SIGNATURE _____ TITLE _____

DATE _____ SIGNATURE _____ TITLE _____

DATE _____ SIGNATURE _____ INDIVIDUAL

DATE _____ SIGNATURE _____ INDIVIDUAL

Addendum to Application for Credit

Between Mayo Fertilizer Inc. and _____,

and _____.

Address _____

Original Date _____.

All parties agree the Application for Credit will be amended by adding the following
Individuals or entities:

Name Individual or Entity	SSN # or Tax ID #

Name

Signature

Individual or Entity

1 _____

_____ (Title for entity)

2 _____

_____ (Title for entity)

3 _____

_____ (Title for entity)

4 _____

_____ (Title for entity)

Date _____