



(559) 731-6892
 APPS@LMGAGProducts.com
 LMGAGProducts.com



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Please send back via email to APPS@LMGAGPRODUCTS.com or call the office at (559) 731-6892 if unable to email.
 Return both Page 1 & 2 with proper signatures and initials.

BUSINESS CONTACT INFORMATION

Company Name _____ Primary Delivery Locations _____
 DBA / Affiliate Company _____ Date Business Commenced _____
 Registered Company Address _____ Title _____
 City, State, ZIP _____ Sole Proprietorship Partnership
 Phone _____ Corporation Other
 E-mail _____ Email Invoices **OR** Mail Invoices
 (NOTE: all statements are mailed)
 Is a Purchase Order Number Required? Yes No

BUSINESS & CREDIT INFORMATION

Bank Name _____
 Primary Business Address _____
 City, State, ZIP _____
 Phone _____
 Account Number _____ Savings Checking Other
 Credit Limit Requested: \$ _____

BUSINESS/TRADE REFERENCES

Company Name _____ Phone _____
(Non-Chemical Reference)
 Address _____ Fax _____
 City, State, ZIP _____ E-mail _____
 Type of Account _____ Other _____

Company Name _____ Phone _____
(Non-Chemical Reference)
 Address _____ Fax _____
 City, State, ZIP _____ E-mail _____
 Type of Account _____ Other _____

Company Name _____ Phone _____
(Non-Chemical Reference)
 Address _____ Fax _____
 City, State, ZIP _____ E-mail _____
 Type of Account _____ Other _____

GUARANTY

Signatures approve all of the following:

- "We jointly, personally and severally guaranty payment of all sums due or to become due from the Applicant to LMG Ag Products, Inc. for all goods, products, or services which may hereafter pursuant to the terms of the foregoing agreement."
- "We jointly, personally and severally give permission to LMG Ag Products, Inc. to check all Credit and Bank references provided."
- "We jointly, personally and severally agree and understand all terms and conditions listed on Page 2 of this Application."

Signature _____ Signature _____
 Name and Title _____ Name and Title _____
 Date _____ Date _____



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1. By submitting this application, you authorize LMG Ag Products, Inc. to make inquiries into the banking and business/trade references that you have supplied and/or to conduct one or more credit checks or searches.
2. All sales of product made by LMG Ag Products, Inc. to Applicant subsequent to the date of this Application are made pursuant to the LMG Ag Products, Inc. Standard Terms of Sale attached hereto and incorporated herewith, or pursuant to the Terms of Sale which are included on any invoice rendered hereafter to Applicant. In the event of any conflict between the Standard Terms of Sale attached hereto and the Terms of Sale which are included on any invoice rendered hereafter to Applicant, the Terms of Sale on the invoice shall control.
3. If the Applicant is a corporation, this Application must be signed by the President or Chairman of the Board or any Vice President and one of the following: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. If the Applicant is a partnership, this Application must be signed by all general partners. If the Applicant is a sole proprietorship, this Application must be signed by the owner. If the Applicant is an unincorporated association, this Application must be signed by all members. If the Applicant is the trustee under a trust agreement, this Application must be signed by all trustees. If the Applicant is a Limited Liability Company, this application must be signed by all members or, if appropriate, all managers. If the Applicant is a Limited Liability Partnership, this application must be signed by all partners or, if appropriate, all managers. Each person signing this application must indicate the capacity in which he/she is signing in the space where the word "Title" is indicated.

STANDARD TERMS OF SALE

- 1. NATURE OF DOCUMENT.** This document constitutes the acceptance of LMG Ag Products, Inc. ("Seller") to sell products (the "Products") on the terms and conditions contained herein, however, acceptance is made expressly conditional on the Buyer's agreement to all of the terms and conditions contained herein. Seller's acceptance of a purchase order from the Buyer shall not constitute acceptance of any of the terms and conditions thereon which differ from these terms, except as the Seller may otherwise specify in writing. Such different or conflicting terms are expressly rejected by Seller.
- 2. CHANGES AND CANCELLATION.** Seller shall have the right to terminate, modify and/or cancel the contract for sale of the Products at any time Seller determines that Buyer's credit is not satisfactory or for any other reason in Seller's reasonable commercial judgment. Any such termination or cancellation shall be effective upon notification (orally or in writing) to Buyer and shall be without liability to the Seller. Under no circumstances shall Buyer have the right to terminate the contract or cancel its order to purchase the Products, without written authorization by the Seller. All canceled orders and returned goods will be subject to a minimum of 15% cancellation and/or restocking charge. Custom orders cannot be returned.
- 3. PRICES.** Unless otherwise indicated, prices are F.O.B. Seller's facility, and do not include any sales, use, excise or similar taxes or duties now or hereafter imposed. Errors or omissions in prices are subject to correction. Prices are subject to change without notice prior to shipment.
- 4. PAYMENT.** Unless otherwise indicated, payment terms are net cash on or before the 10th calendar day of the month following the date of shipment. In the event that the Buyer fails to make payment on time, Buyer shall be liable to Seller for the lesser of (a) 1.5% per month on the remaining balance or (b) the highest monthly interest rate which may lawfully be charged to Buyer. Buyer shall be liable for all expenses (including reasonable attorneys' fees and costs) incurred by Seller in collecting or attempting to collect any amounts due to Seller under the contract.
- 5. TITLE, RISK OF LOSS.** Title to, and risk of loss of, the Products shall pass to Buyer upon the delivery of the Products F.O.B. Seller's facility to an agent of Buyer or to a common carrier.
- 6. INSPECTION.** If, upon receipt of the Products by Buyer or User at the destination, the same shall appear not to conform to the order. Buyer or User shall within seven (7) days after receipt thereof, notify Seller of such condition and afford Seller a reasonable opportunity to inspect the Products and make the appropriate adjustments, repair or replacement. The remedies afforded under Section 7 below shall be exclusive for any defects discovered in the Products and which could have been discovered upon inspection. If the Seller is not so notified, the Buyer or User waives any recourse for those defects, and all warranty obligations of Seller regarding such obvious defects or deficiencies shall terminate.
- 7. LIMITED WARRANTIES AND REMEDIES.** Seller warrants that, at the time of shipment, the Products conform to the chemical description on the label and is reasonably fit for the purposes stated when used in accordance with the use directions under normal conditions. Seller neither makes, nor authorizes any agent or representative to make, any other warranties, express or implied, including fitness or merchantability. The directions for use of the Products are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks inherently associated with use of these Products. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as timing and method of application, weather and crop conditions, presence of other materials, or other influencing factors, all of which are beyond the control of Seller. Buyer and User acknowledge and assume all risks and liability resulting from the handling, storage and use of the Products not in strict accordance with directions given herewith. In no case shall Seller be liable for consequential, special, indirect, or incidental damages or losses resulting from the handling or use of the Products.
THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, INCLUDING, BUT NOT LIMITED TO, CROP SPOilage OR LOSS.
- 8. LIMITATION OF LIABILITY.** The liability of Seller arising out of any sale of Products shall not, in any event, exceed the sales price of the Products themselves.
- 9. DELAYS.** Seller shall not be liable for any delay or failure to perform any obligation to Buyer if such delay or failure shall be caused by an event or contingency beyond Seller's reasonable control.
- 10. MODIFICATION; ASSIGNMENT; APPLICABLE LAW; ENTIRE AGREEMENT.** No modification of the terms and conditions specified in the contract shall be binding upon Seller unless agreed to by Seller in writing. The contract shall not be assigned by Buyer or User, nor may any of the duties of Buyer or User thereunder be delegated, without the written consent of Seller. Any such assignment or delegation without such consent shall be void. The contract shall be governed by, and construed in accordance with, the laws of the State of California. The provisions of the contract shall constitute the entire agreement of the parties with respect to the sale of the Products by Seller to Buyer and shall supersede all prior discussion and writings between the parties.
- 11. BINDING EFFECT OF CONTRACT.** The contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 12. RETURNS.** No returns will be accepted without the prior approval of the Seller. A Return Authorization Number must be given by Seller prior to Products being shipped, freight prepaid, by Buyer. Any damage in transit to Products being returned is Buyer's or User's responsibility. All accepted returns are subject to a minimum 15% restocking charge. Returns that have been approved by Seller must be received within thirty (30) days after approval. Returns will not be considered after sixty (60) days from date of original shipment.
- 13. FREIGHT DAMAGES.** Claims for damages must be filed at once by Buyer with the freight carrier. As a customer service, Seller may elect to act as Buyer's agent in seeking reimbursement under the applicable carrier insurance policy for damage caused to the Product in transit.
- 14. INDEMNITY.** Buyer or User agrees to indemnify, hold harmless and defend Seller from and against any and all liabilities and expenses, including but not limited to, attorney's fees and costs, arising out of any injury or damage which results from Buyer's or User's use, storage, or disposal of the Products which are the subject of this agreement.

Initials _____