



Credit Profile

This Credit Application is being made in connection with a request for business credit. Applicant/Customer (including any guarantor) agrees that any credit extended shall be primarily for business, commercial, or agricultural purposes.

Please complete and return to: credit@novusag.com or your local sales representative.

Sales Representative: _____ **Location:** _____ **Credit Line Requested:** _____

Customer Information

Applicant:		SSN:	
Co-Applicant:		SSN:	
Applicant (Entity):		Entity Tax ID:	
Mailing Address:		City, State:	Zip:
Shipping Address:		City, State:	Zip:
Mobile Phone:	Business Phone:	Email:	
Total Acres Farmed:	Owned:	Leased:	County:
Date Business Established:		State Established In:	
Entity Information: Proprietorship Corporation LLC Partnership Trust Husband & Wife Other:			
Has the Business or Owner previously filed Bankruptcy:		Date Filed:	

References (List 2 creditor references with complete contact information)

Creditor Name:		Account #:	
Address:		City, State:	Zip:
Contact:		Years Doing Business Together:	
Creditor Name:		Account #:	
Address:		City, State:	Zip:
Contact:		Years Doing Business Together:	

Bank Reference

Bank Name:		Account#	
Bank address:		City, State:	Zip:
Contact:	Phone:	Years Doing Business Together:	

Additional Documentation needed if credit limit requested is over \$100,000.

Prepared financial statement signed and dated (preferably from an accountant).

Prior year tax return with schedule F completed.

Copy of valid driver license is due at time of application.

Terms and Conditions

Terms: Unless otherwise specified, Novus Ag invoices are due the 15th of the month following invoice. Accounts 60 or more days past due will be placed on COD status until the account balance is current. Accounts 60 or more days past due will also forfeit any points earned for the calendar year for the Novus Ag Reward program. A finance charge at the rate of 18% APR (Annual Percentage Rate) will be assessed on all invoices and finance charges not paid by the due date. If the account incurs finance charges, the applicant agrees that all subsequent payments or credits will be applied first to past due finance charges and second to outstanding invoice balances. If account becomes past due and legal action to collect the debt is taken, the applicant agrees to pay all reasonable attorney's fees and costs of collection. Applicant also agrees to and understands that a crop lien may be assessed on any balances which are 90 or more days past due.

Customer financial information: Upon request of Novus Ag and not less than once annually, the customer agrees to provide Novus Ag with current financial statements, the prior year's tax returns for customer and guarantors or any other financial information reasonably requested by Novus Ag so long as the customer has any outstanding obligations with Novus Ag. The customer authorizes Novus Ag to contact banks, financial institutions, credit agencies, U.S. Department of Agriculture Farm Service Agency office, references, and other credit sources as Novus Ag shall deem appropriate to verify information provided by the customer.

Crop Insurance: Novus Ag may require the customer to secure crop insurance in order to establish credit. In that scenario, the customer must present Novus Ag annual evidence of crop insurance on all of the customer's crops to be grown in the current crop year, in amounts and with other coverage satisfactory to Novus Ag. Novus Ag shall be granted an Assignment of Indemnity on each crop insurance policy.

Terms and Conditions: Novus Ag's Standard Terms and Conditions of Sale are attached hereto and incorporated herein by this reference and are considered an integral part of this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and Novus Ag's Standard Terms and Conditions of Sale, the terms of this Agreement shall prevail.

I have read and acknowledge the agreement stated above and agree to all Terms and Conditions.

Authorized Signature:	Date:
Authorized Signature:	Date:

Personal Guarantee

In consideration of the extension of credit from Novus Ag to the Customer, (identified at the beginning of the Credit Application) the Guarantor hereby unconditionally guarantees payment of all amounts owed at any time by said Customer to Novus Ag. By signing the Terms and Conditions the customer is providing consent under the FCRA authorizing Novus Ag to obtain information from the customer's personal credit report. The customer authorizes Novus Ag LLC to obtain such information solely to evaluate their credit worthiness for a commercial line of credit. The obligation of the Undersigned shall not be terminated or changed in any aspect not withstanding any circumstance or occurrence whatsoever which might terminate or change the obligation of the Customer. The Guarantor consents and agreed to the terms and provisions stated above as "Terms and Conditions" as if fully set forth herein. Without limitation of the foregoing, the Guarantor unconditionally guarantees payment by the aforesaid Customer to Novus Ag for any and all finance fees, attorneys' fees, and collection costs. The undersigned shall be personally obligated and liable hereon regardless of the inclusion hereunder of a corporate name or office.

Authorized Signature:	Date:
Home Address of Guarantor:	City: State:
Authorized Signature:	Date:
Home Address of Guarantor:	City: State:

NOVUS AG LLC — STANDARD TERMS AND CONDITIONS OF SALE

These STANDARD TERMS AND CONDITIONS OF SALE (together with any agreement or contract to which they apply, this "Agreement") govern the sale of goods and/or services (collectively, "Products") by Novus Ag LLC ("Novus Ag") to any Novus Ag customer that purchases Product ("Customer") from Novus Ag. By placing an order for any Product, or making a purchase, return or other transaction with Novus Ag, Customer is deemed to agree to the terms of this Agreement.

- Novus Ag's prices and terms in effect at the time of shipping shall apply.
- In addition to the purchase price, the Customer shall pay to Novus Ag all governmental taxes, excise tax, fees, surcharges and/or other charges (except taxes on or measured by net income of Novus Ag or the manufacturer) that Novus Ag may be required to pay with respect to the sale or transportation of any goods tendered for delivery hereunder, except where prohibited by applicable law.
- Novus Ag's tender of delivery of goods hereunder at the request of the Customer shall be an unqualified acceptance and waiver by the Customer of any and all claims with respect to such goods unless the Customer gives Novus Ag written notice of a claim within 15 days after such tender. The Customer assumes all risks and liability for the results obtained by the use of goods delivered hereunder, regardless of whether such goods are used in combination with other machinery or substances.
- Goods will be shipped only on instructions from the Customer. If the Customer has two or more contracts in effect, at the time of shipping, shipping instructions from the earlier contract will apply.
- Title and risk of ownership (loss) shall pass to the Customer upon tender of delivery of products to the Customer pursuant to its instructions.
- Neither Novus Ag nor the manufacturer shall be liable to the Customer or any third party for special, indirect, incidental, exemplary or consequential damages, or for damages in the nature of penalties. Neither Novus Ag [or the manufacturer] shall be liable to the Customer, its employees or agents, by way of indemnification or contribution, or to customers of the Customer, if any, or any third party, for any damages, sums of money, claims or demands whatsoever, resulting from or by reason of, or arising out of the use or misuse, or the failure to follow label warnings or instructions for use, of the goods sold by Novus Ag to the Customer. The Customer's or user's exclusive remedy, and Novus Ag's and the manufacturer's total liability to the Customer or user shall be for damages not exceeding the purchase price of the goods with respect to which such claims are made.
- WARRANTY DISCLAIMER: NOVUS AG IS A DISTRIBUTOR OF GOODS MANUFACTURED BY THIRD-PARTIES. THE GOODS SOLD TO YOU UNDER THIS AGREEMENT ARE FURNISHED "AS IS" BY NOVUS AG AND ARE SUBJECT ONLY TO THE MANUFACTURER'S WARRANTIES, IF ANY, WHICH ATTACH TO THE GOODS SOLD TO YOU. NOVUS AG MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT**

LIMITING THE FOREGOING, NOVUS AG HEREBY EXPLICITLY DISCLAIMS ALL WARRANTIES, GUARANTEES AND REPRESENTATIONS OF ANY KIND TO THE CUSTOMER OR USER, OR TO ANY THIRD PARTY, EITHER EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE, OR COURSE OF DEALING OR PERFORMANCE OR OTHERWISE, WITH REGARD TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USE OR ELIGIBILITY OF THE PRODUCTS FOR ANY PARTICULAR TRADE USAGE. THE CUSTOMER OR USER AGREE THAT THE TERMS CONTAINED HEREIN ARE BARGAINED FOR TERMS AND CONDITIONS.

8. Ineffectiveness of the goods sold, or other unintended consequences, may result because of such factors as (but not limited to) the presence of unfavorable geologic or weather conditions, or the manner of use or application, all of which are beyond the control of Novus Ag. All such risks shall be assumed by the Customer or user. The Customer agrees that it, its agents, and users are responsible for determining the nature and use of the goods sold and their suitability for any particular use.

9. Customer represents, warrants and agrees that (a) it will load, handle, store, sell, transport, use and/or dispose of Products in compliance with all applicable federal, state, local and other laws and regulations, and in compliance with any applicable product specification sheet or similar document; (b) it is familiar with the characteristics, qualities and uses of any Product it purchases and Customer is not relying on Novus Ag or any of its agents to select the Product suitable for any particular purpose or to achieve a particular result; (c) it is not relying on any representation, statement or promise from Novus Ag or its agents; (d) the individual entering into this Agreement or submitting a purchase order on behalf of Customer has full authority to do so on Customer's behalf and to provide information to Novus Ag; (e) this Agreement, any prepayment agreement and each purchase order, is Customer's legal, valid, binding and enforceable obligation; and (f) it has not received any tax or accounting advice from Novus Ag and Novus Ag shall have no liability for Customer's failure to secure any particular tax benefits or accounting treatment with respect to this Agreement.

10. Neither party shall be responsible for delays due to causes or contingencies beyond its control, including, but not limited to, acts of God, the elements, actions of government, strikes, fires, floods, war, civil commotions, and embargoes. The party asserting an excuse or delay in performance hereunder shall notify the other party in writing of the basis therefor within a reasonable time after it becomes aware of such a condition. Nothing in this provision shall excuse Customer from its obligations to make timely payment.

11. This Agreement shall be governed and construed by the laws of the state of Missouri. The Customer and Novus Ag expressly agree to exclude application of the United Nations Convention on Contracts for the International Sale of Goods. This Agreement, Novus Ag's invoices and any prepayment agreement contain all of the terms and agreements governing Novus Ag's sale of Products to Customer, and supersede all prior understandings, statements, or agreements about that subject (none of which are binding or may be relied on). This agreement shall not be altered or amended, or deemed to be altered or amended, by any representation or statement of an agent or employee of Novus Ag, nor by usage of trade, course of dealing, or course of performance between or by the Customer and Novus Ag. No person or agent on behalf of Novus Ag has any authority to make recommendations contrary to those on the label of the Product sold and delivered.

12. Customer, its agents, and any other persons having or claiming to have a claim against Novus Ag relating to the Products sold or to this Agreement agree that any controversy or claim arising out of relating to this Agreement or the Products sold hereunder, except claims relating to payment due Novus Ag, may be settled by arbitration, at Novus Ag's discretion, under the terms of the Federal Arbitration Act administered by the American Arbitration Association under its Commercial Arbitration Rules, utilizing the Federal Rules of Civil Procedure, in effect at the time of the filing of a claim, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in the state of Missouri.

13. Grant of Security Interest: When extending credit, Novus Ag requires as security for any obligations and liabilities of the customer to Novus Ag a lien on the Products and a crop lien. The customer hereby acknowledges and grants Novus Ag a security interest in the following assets ("Collateral"):

-All inventory sold by Novus Ag to customer.

-All crops growing or to be grown and those harvested by the customer.

-All present and future products and proceeds of the crops including insurance proceeds.

-All present and future accounts and documents (including crop contracts) created from or arising out of the crops and all proceeds of those.

-All present and future agricultural subsidies and entitlements and any disaster loans or grants, including crop relief payments, cash subsidy payments and Farm Credit Services disaster loans or grants.

-Customer authorizes Novus Ag to file a UCC financing statement giving notice of the security interest granted hereby and to file and record any other lien notice, including with any county recorder or county register of deeds, as it may deem appropriate.

14. -Novus Ag may file a UCC-1 Financing Statement giving notice of the security interest granted hereby, with a smaller notice to any county register of deeds it deems appropriate.

15. If Customer fails to pay any invoice when due, Customer shall pay interest on the amount due until paid at the rate of 0.0493% per day or 18% per annum or, if less, the highest rate allowable by law. Customer further agrees to pay all collection costs, including reasonable attorney fees and expenses.

16. This Agreement cannot be assigned by Customer without the express written consent of Novus Ag. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17. The waiver of any of the terms of this Agreement by either party will not be a waiver of any subsequent failure to comply fully with or perform the same or any other terms of this Agreement.

18. Novus Ag may assign any debt owed by you to a third party.

19. Novus Ag may share information on credit with third parties.