



CREDIT APPLICATION AND AGREEMENT

APPLICANT INFORMATION	
LEGAL NAME OF BUSINESS <u>OR</u> APPLICANT'S NAME (Required)	
TRADE NAME	FINANCE CONTACT NAME
FEDERAL TAX ID <u>OR</u> SOCIAL SECURITY NUMBER (Required)	CREDIT AMOUNT REQUESTED
TYPE OF BUSINESS STRUCTURE (CHECK ONE): <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> COOPERATIVE <input type="checkbox"/> LLC (Limited Liability Corporation) <input type="checkbox"/> LLP (Limited Liability Partnership) <input type="checkbox"/> OTHER	
HEADQUARTERS ADDRESS, CITY, STATE, ZIP	
BILLING ADDRESS, CITY, STATE, ZIP (IF DIFFERENT FROM ABOVE)	
SHIPPING ADDRESS, CITY, STATE, ZIP (IF DIFFERENT FROM ABOVE)	
TELEPHONE NUMBER	EMAIL ADDRESS
TAX STATUS (ATTACH COPY OF EXEMPTION CERTIFICATE OTHERWISE TAX WILL BE CHARGED: <input type="checkbox"/> EXEMPT <input type="checkbox"/> TAX LIABLE	WEB ADDRESS

BANK REFERENCE		
BANK NAME	CHECKING ACCOUNT	SAVINGS ACCOUNT
BANK ADDRESS, CITY, STATE, ZIP		
CONTACT NAME AND EMAIL ADDRESS	TELEPHONE NUMBER	FAX NUMBER

SUPPLIER REFERENCES			
SUPPLIER NAME	CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
ADDRESS, CITY, STATE, ZIP			
SUPPLIER NAME	CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
ADDRESS, CITY, STATE, ZIP			
SUPPLIER NAME	CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
ADDRESS, CITY, STATE, ZIP			

CREDIT TERMS AND AGREEMENT

1. **PARTIES.** The above-named applicant(s) (collectively "Applicant") hereby submits this Credit Application and Agreement ("Agreement") to DLF USA Inc ("Supplier").

DLF USA Inc PO Box 229 Halsey OR 97348 Phone 541-369-2251 Fax 541-369-2640
 Submit Application to CreditGroup@dlfna.com



2. **NEW CUSTOMERS.** A credit application must be completed and approved before open credit will be granted to new customers.
3. **LATE CHARGE.** Payments not made by Applicant within terms will incur a late charge after the date due calculated at a rate equal to the lesser of 1.5% per month (18% per annum), or the highest rate allowed by applicable law. Applicant agrees that the late charge is subject to change by Supplier upon written notice given in advance of the effective date of the change. Should collection action or litigation ever become necessary to collect delinquent sums due to Supplier; Applicant further agrees to pay to Supplier Supplier's collection costs and attorneys' fee(s) providing such obligation is lawful.
4. **DEFAULT.** An event of default ("Event of Default") occurs when: (1) any debt or obligation of Applicant to Supplier is not paid when due; (2) any covenant or agreement of Applicant with Supplier is not fully and timely performed or an occurrence of default occurs thereunder; (3) any statement, representation, or warranty by Applicant to Supplier is false, misleading, incomplete, or erroneous in any respect; (4) Applicant does not pay Applicant's debts as such debts become due; (5) Applicant or Guarantor commences any case, proceeding, or other action seeking the organization, rearrangement, adjustment, liquidation, or dissolution under any debtor relief laws or bankruptcy laws or an involuntary case or proceeding is commenced against the Applicant under any debtor relief laws or bankruptcy laws; (6) a final judgment is entered against Applicant or Guarantor or any process is levied or directed against Applicant's or Guarantor's property; (7) Supplier receives any checks from Applicant which are returned uncollected or insufficient; or (8) the financial status of the Applicant or Guarantor, in the sole opinion of Supplier, becomes impaired in any way. Upon occurrence of an Event of Default, Supplier may (1) terminate all credit terms, agreements, accommodations, and conditions hereunder; (2) demand immediate payment; (3) require sales by prompt payment terms, cash, COD, cashier's check, or other terms determined at the discretion of the Supplier; (4) discontinue shipment of product; and/or (5) discontinue Applicant's eligibility for discounts. In the event that any check, EFT draft, or pre-authorized payment is returned to Supplier uncollected or insufficient, the gross amount of the invoice or invoices covered by the returned item shall be immediately due and payable and such purchase shall be ineligible for cash discount unless the return is due to error by Supplier. Supplier may charge up to \$35 for processing any check, EFT draft, or pre-authorized payment returned uncollected by Applicant's bank for any reason.
5. **CREDIT HISTORY.** Applicant expressly grants Supplier the right and authority to share any and all information provided in connection with this Credit Application, with its agents, advisers, and affiliates as Supplier deems reasonably necessary. Supplier and its agents, advisers, and affiliates are authorized to contact bank and trade references listed above, as well as to perform a credit check with any credit providers or agencies, as it deems reasonably necessary. Applicant authorizes the above named bank and trade references, and all credit providers or agencies to release business, credit and financial information, including without limitations, financial statements to Supplier and its agents, advisers, and affiliates.
6. **JOINT AND SEVERAL LIABILITY.** Applicant agrees that should credit be extended to Applicant or to any business entity in which Applicant has an ownership interest, pursuant to this Agreement, and Applicant or the business entity in which Applicant has a proprietary interest commences doing business under another name, different ownership, or legal form, Applicant and the Guarantor(s) guarantee and shall be personally, jointly and severally responsible for payment of all monies due and owing to Supplier from both the original and the new business entity or form until Applicant notifies Supplier in writing of such change in business status, such written notification is received by Supplier's credit department, and the prior entity or form has paid any balance due Supplier.
7. **ACCURACY OF APPLICANT DATA.** Applicant certifies that any financial information provided by Applicant to Supplier pursuant to this Agreement was given to Supplier as inducement for the extension of credit from Supplier. Applicant further certifies that any such information is accurate, true, complete, and correct as of the time it was provided. Applicant certifies that the name shown on line 1 (one) of this Agreement occupies the address shown on line four (4) of this Agreement and is engaged in business as a Retailer, Manufacturer, or lessor, and is registered with the state and cities shown in attached use tax exemption certificate which has been provided by the Applicant, within which Applicant would deliver purchases, and that any such purchases are for wholesale, resale, ingredients, or components of new product to be resold, leased, or rented in the normal course of Applicant's business. Applicant further certifies that if any property purchased tax free is used or consumed by the Applicant so as to make it subject to Sales or Use tax, that Applicant will pay the tax due directly to the appropriate taxing authority when state law so provides, or inform the Supplier for added tax billing. This exemption certificate shall be part of each order, which Applicant may hereafter give to Supplier unless otherwise specified, and shall be valid until cancelled by Applicant in writing or revoked by the city or state.
8. **CHANGE IN CREDIT TERMS.** Applicant agrees that should Supplier grant credit availability, all credit extended shall be at the sole discretion of Supplier. Supplier may increase, decrease, or terminate any credit availability at any time at Supplier's sole discretion. Shipments will not be made that will cause an account to exceed its established credit line. From time to time, Supplier and its agents, advisers, and affiliates may request reasonable evidence of continuing credit worthiness, such as annual financial statement(s). Failure to supply this information may cause a change in credit terms.
9. **PAYMENT OF INVOICES.** Applicant agrees to pay all invoices within the terms stated on each invoice and affirms that the terms of all present and future invoices from Supplier are incorporated herein by reference. Applicant agrees to pay all invoices by the net due date described therein. In the event that payment is not received by Supplier at the address listed on the invoice by the end of business on the net due date, the invoice will be delinquent. All contrary or additional terms, including without limitation, those set forth in Applicant's purchase order(s) or otherwise proposed by Applicant are expressly rejected in all respects. Any disputes must be provided to Supplier, in writing, within 30 days of the invoice date, providing notice and details of the dispute. Any claims arising from invoices must be made within 7 working days.
10. **GOVERNING LAW.** The laws of the State of Oregon will govern this Agreement.



11. **SECURITY INTEREST.** Supplier may delay the enforcement of any of Supplier's rights arising under this Agreement or by operation of law without waiving any such rights. Applicant hereby grants Supplier a security interest in (1) any of Applicant's inventory or property that is provided by Supplier, or contains any product provided by Supplier; (2) any of Applicant's cash accounts containing funds generated by Supplier's product. Applicant hereby authorizes Supplier to perfect Supplier's security interest as prescribed within the Uniform Commercial Code of any applicable state.
12. **RIGHT TO OFFSET.** In the event of delinquency or other default on the part of the Applicant, Applicant agrees that Supplier may offset any amounts owed to Applicant by Supplier against Applicant's obligations to Supplier. The Applicant hereby acknowledges and confirms Applicant's obligations to Supplier arising from past or future purchases of product under the credit policies of the Supplier as they may now exist and as they may be amended from time to time.
13. **DISCLAIMER OF WARRANTIES.** Supplier excludes and disclaims any implied warranty of merchantability or fitness for a specific purpose with respect to any goods sold to Applicant. There are no express or implied warranties, which extend beyond the warranties expressly stated on the face of any such product. Supplier shall have no liability for special or consequential damages of any kind, including without limitation, loss of profit, business opportunity, downtime costs, or claims of third parties no matter how loss or damage shall have occurred, including but not limited to, loss or damage caused by Supplier's negligence. Supplier's liability is limited to the cost of the supplies purchased by Applicant.
14. **APPLICATION OF PAYMENTS.** Supplier, in Supplier's sole discretion, may apply all payments received from Applicant or from any Guarantor or realized from any security, in such manner and order of priority as Supplier may determine.
15. **NONUSURIOUS INTEREST RATES.** Interest charged on any obligation of Applicant shall not exceed the maximum amount of nonusurious interest that may be contract for, taken, or received under applicable law; any interest in excess of that maximum amount shall be credit on the principal of the obligation, or, if that has been paid, refunded.
16. **BINDING AGREEMENT.** Applicant agrees that the terms and conditions of this Agreement constitute a binding agreement.
17. **EXPORT CONTROL AND INTERNATIONAL SANCTIONS.** Applicant agrees not to disclose information or sell, export or re-export, divert or otherwise transfer goods or technology, whether directly or indirectly, sold or otherwise provided by Supplier or its affiliates to Applicant to any destination or legal or natural person if such action is prohibited by, or subject to sanctions under, any applicable sanctions or export control laws or regulations, including the laws and regulations of the United Nations, the United States of America, or the European Union.
18. **FORCE MAJEURE.** (a) Force Majeure is regulated by the International Seed Federation (ISF) Rules, Section XXXII. Force Majeure and Compensation. The force majeure clause of the International Chamber of Commerce (ICC), available from Supplier at Applicant's request, is hereby incorporated herein by reference. However, Supplier shall in any circumstances be excused from any delay or failure in performance and by labor disturbance, strikes and lock-outs, sanctions or export control laws or regulation, and crop failure. (b) Any sales contract entered into pre-harvest is subject to a safe crop. (c) Supplier shall have the right to substitute any ordered goods with similar goods when due to crop failure, or the inability within reasonable limits for Supplier to acquire the goods sold in the necessary amounts and/or quality.
19. **ADDITIONAL TERMS AND CONDITIONS.** Applicant acknowledges that it has read, and hereby accepts, Supplier's Sale Confirmation Additional Terms and Conditions ("Additional Terms and Conditions") attached hereto, incorporated by reference herein[, and available online at <https://www.dlfpickseed.com/quick-links/terms-and-conditions>]; and that the Additional Terms and Conditions may change from time to time at Supplier's discretion without notice to Applicant.
20. **MISCELLANEOUS.** This Agreement shall inure to the benefit of all successors and assigns of Supplier. Applicant is not a partner, agent, nor joint venturer with Supplier. This Agreement supersedes any prior understanding or written or oral agreement between Supplier and Applicant regarding the subject matter hereof. This Agreement may not be altered except by written agreement signed by the party to be bound. All rights and remedies herein granted to Supplier and any rights and remedies which Supplier may have at law, are cumulative, not alternative, and the exercise of one such right or remedy by Supplier shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement. If any provision of this Agreement or any part hereof is declared invalid by any court of competent jurisdiction, such action shall not affect the validity of this Agreement, and the remainder of this Agreement shall remain in full force and effect in accordance with the tenor of the remaining provisions or parts of provisions contained in this Agreement.
21. **AUTHORITY TO SIGN.** The person(s) signing below hereby certify, that such person(s) possesses the authority to 1) apply for credit with Supplier on behalf of Applicant, 2) authorize any credit investigation Supplier may deem necessary, and 3) to fully bind the Applicant to the terms and conditions herein. In the event the person (s) signing below do not possess such authority, the person(s) hereby agree to guaranty any credit extended by Supplier pursuant to this Agreement.

Date	Applicant's Signature	Print Applicant Name, Title	Social Security #
Date	Applicant's Signature	Print Applicant Name, Title	Social Security #



GUARANTY

In consideration of extension of credit by Supplier to Applicant, and/or forbearance from immediate collection of any existing indebtedness of Applicant to Supplier, the undersigned guarantor(s) ("Guarantor") hereby unconditionally, absolutely, and jointly and severally guarantees prompt payment and performance of Applicant's obligations, present and future, to Supplier, including all collection costs, court costs, and attorneys' fees.

This Guaranty shall be continuing and unlimited and may be revoked only upon 30 days' written notice to Supplier. Any revocation of this Guaranty shall not relieve Guarantor of any obligations of Guarantor hereunder arising prior to the effective date of such revocation. Supplier may exercise Supplier's rights under this Guaranty without first taking any action against Applicant. The obligations of Guarantor hereunder are primary, absolute, and unconditional under any and all circumstances. Guarantor shall be bound hereunder even if Applicant for any reason is not liable in law or equity to pay part or all of Applicant's obligations to Supplier (e.g., if Applicant is incompetent, does not have the capacity to create or be bound to pay such obligation, Applicant does not legally exist, or Applicant does not properly and lawfully authorize the creation of such obligation). Guarantor hereby consents to all terms and conditions of agreements heretofore made between Supplier and Applicant. Guarantor acknowledges that Guarantor will receive a direct and material benefit from the obligations of Applicant covered by the terms of this Guaranty. Supplier shall be entitled to enforce the obligations of this Guaranty against Guarantor without regard to the filing of any bankruptcy or insolvency proceeding by Applicant.

This is a guaranty of payment and not merely a guaranty of collection, and Guarantor hereby waives each and every guarantorship and suretyship defense, generally. Guarantor hereby waives all notices, demands, and presentations relating to any extension of credit or default. No subsequent activities of Supplier or transactions between Supplier and Applicant other than payment (including but not limited to extensions of due dates or release of substitutions or collateral security) shall affect Guarantor's obligations under this Guaranty. No exercise or non-exercise, waiver, change, impairment or suspension by Supplier of any right or remedy given it by this Guaranty or by Applicant and no dealings by Supplier with Applicant or any other person shall in any way affect any of the obligations of Guarantor hereunder, now or hereafter, or give Guarantor any recourse against Supplier.

If either party employs service of an attorney for assistance in enforcing its rights, regardless of whether or not a lawsuit is filed, the defaulting party shall reimburse the other party for reasonable attorneys' fees actually incurred. In case any proceeding is instituted, including any bankruptcy or arbitration proceeding, arising directly or indirectly out of this Guaranty, the losing party shall pay to the prevailing party its reasonable attorneys' fees, together with all expenses, which may reasonably be incurred in taking such action, including, but not limited to, costs incurred in searching records, expert witness fees, anticipated post judgment collection services, and including any such fees and costs incurred in any appeal of any proceedings. Such sums shall be in addition to all other sums provided by law.

BUSINESS NAME (Applicant)			
Date	Guarantor's Name (print)	Guarantor's Date of Birth	Guarantor's Social Security No.
SIGNATURE _____, Guarantor		Guarantor's Driver's License No. and Issuing State	
Guarantor's Postal Address, City and State		Guarantor's Street Address, City, and State	

Date	Guarantor's Name (print)	Guarantor's Date of Birth	Guarantor's Social Security No.
SIGNATURE _____, Guarantor		Guarantor's Driver's License No. and Issuing State	
Guarantor's Postal Address, City and State		Guarantor's Street Address, City, and State	



DLF

Receive Electronic Documents

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Fill in the contact name & the email address for the person who is to receive such document.

Please send the completed form to CreditGroup@dlfna.com

Invoices and Credit Memos

Contact Name: _____

Email Address: _____

Statement

Contact Name: _____

Email Address: _____

Sales Tax Certificate Renewal Requests

Contact Name: _____

Email Address: _____

Bills of Lading

Contact Name: _____

Email Address: _____

Payment Reminders

Contact Name: _____

Email Address: _____

Once we receive this form, we will set up the documents to be emailed as directed.

Sending Electronic Payments

If interested in sending ACH payments, rather than issuing checks, please find our account information below:

Bank Name: Mechanics Bank

Bank Routing: 121102036

Account Name: DLF USA Inc

Account Number: 843017371

Please send remittance advice to: ARGroup@dlfna.com

DLF USA Inc.

175 West H Street | PO Box 229 | Halsey, Oregon 97348 | USA P: 541-369-2251 | F: 541-369-2640

UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: DLF USA INC

Address: PO BOX 229 HALSEY OR 97348

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2–4)

Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		MO ¹⁶	
AR		NE ¹⁶	
AZ ²		NV	
CA ³		NJ	
CO ⁴		NM ^{4,17}	
CT ⁵		NC ¹⁸	
FL ⁶		ND	
GA ⁷		OH ¹⁹	
HI ^{4,8}		OK ²⁰	
ID		PA ²¹	
IL ^{4,9}		RI ²²	
IA		SC	
KS		SD ²³	
KY ¹⁰		TN	
ME ¹¹		TX ²⁴	
MD ¹²		UT	
MI ¹³		VT	
MN ¹⁴		WA ²⁵	
		WI ²⁶	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner, or Corporate Officer, or other authorized signer)

Title: _____

Date: _____