



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 at the time it was provided.
8. CHANGE IN CREDIT TERMS: Applicant agrees that should Supplier grant credit availability, all credit extended shall be at the sole discretion of the Supplier. Supplier may increase, decrease, or terminate any credit availability at any time at Supplier's sole discretion.
9. PAYMENT OF INVOICES: Applicant agrees to pay all invoices, including sales tax, where applicable by 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 due date described therein. Supplier, at Supplier's sole discretion, may apply all payments received from Applicant, from any Guarantor, or realized from any security, in such manner and order or priority as Supplier may determine.
10. GOVERNING LAW: The laws of the State of Oklahoma will govern this Agreement.
11. SECURITY INTEREST: Supplier may delay the enforcement of any 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 the Supplier or contains any product provided by Supplier (2) any of Applicant's cash accounts containing funds generated by Supplier's product (3) any standing or stored crops, including hay (4) any livestock of Applicant fed or treated by or with Supplier's products (5) Payments by any federal agency for insured losses, or direct payments for disasters and federally funded agriculture program payments (6) Together with all other acquired property of like or similar kind, all accessories, replacements, products and proceeds to secure all sums now or hereafter owing by Applicant to secured party, including future advances.
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.
13. DISCLAIMER OF WARRANTIES: SUPPLIER EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR 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.
14. NON-CONFORMING GOODS: Within ten (10) days after receipt by Applicant of any goods or products from Supplier and before any part of goods or products have been changed from their original condition, organization, grouping, or location, Applicant shall inform Supplier, in writing, if the goods or products are non-conforming or defective in any respect or if the Applicant disputes the count, amount, or pricing of such products.
15. BINDING AGREEMENT: Applicant agrees that the terms and conditions of this Agreement constitutes a binding 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 terms of the remaining provisions or parts of provisions contained in this Agreement.
16. 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) (herein "Guarantor", whether one or more) hereby unconditionally guarantees, jointly and severally, punctual payment and performance of all Applicant's obligations, present and future, to Supplier including all collection costs, court costs, and attorney fees.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

FOR COOP USE ONLY

Finance Manager Approved Date: \_\_\_\_\_ Credit Limit Assigned: \_\_\_\_\_ Account Number: \_\_\_\_\_