



# Credit Agreement

Producer  Consumer

Customer \_\_\_\_\_

Address \_\_\_\_\_  
Route/Street City State ZIP County

Social Security or Taxpayer Identification Number \_\_\_\_\_

Upon approval of credit for the Producer (the "Customer"), Cooperative Supply Inc, Dodge Nebraska (the "Cooperative") will allow the Customer to make purchases of products and services on credit and the Customer agrees to pay for the products in Accordance with this Agreement.

- Due Date** All purchases on credit will be stated on the monthly invoice statement rendered by the Cooperative as of the last day of the month. The statements are due and payable by the last day of the next month and any cash discounts on the statement stop on the 10th of the month following the statement date.
- Interest Charge** Any invoice statement balance or portion thereof not paid within 30 days after date of said statement will be subject to an interest charge of 1.33% per month. Said interest charge will be assessed on the last day of the month following the statement date.
- Termination of Credit** The Cooperative reserves the right to terminate credit sales at any time without prior notification. No amount of additional sales of products on credit will be allowed if the Customer has a past due balance more than 60 days following the statement date.
- Change in Terms** Credit terms may be changed at the discretion of the Cooperative including, but not limited to, changing the billing cycle, or any other matter after notice of such change has been given to the Customer.
- Information Release** Customer hereby releases the Cooperative to obtain information from financial institutions or other persons or firms with which the Customer has established credit and further agrees to provide the Cooperative, when requested, with current financial information.
- Disputed Statement** All invoices and statements rendered by the Cooperative will be conclusive as to the items purchased and charges therefor unless the Customer informs the Cooperative in writing of a dispute thereon, within 30 days of the statement date.
- Agent** The Customer shall identify for the Cooperative those persons authorized to make purchases of products and services on credit. Unless otherwise informed, the Cooperative shall be permitted to presume that all persons representing the Customer are so authorized. Each of the undersigned (if more than one) shall be jointly and severally liable for all amounts owed to the Cooperative.
- Guaranty** If the Customer is a corporation or other entity, the person executing this Agreement agrees to personally guarantee the payment of all amounts due from the Customer to the Cooperative.
- No Waiver Rights** Neither an extension of time for payment granted to the Customer, if any, nor acceptance of partial payment by the Cooperative, if any, shall constitute a waiver of any right to full payment of all sums due and owing to the Cooperative by the Customer.
- Right of Offset** Customer agrees that the Cooperative may offset and apply any amounts it may from time to time owe the Customer for whatever reason against any unpaid past due credit balance of the Customer.
- Lien Interest** Pursuant to the By-laws of the Cooperative and this Agreement, the Cooperative possesses a first lien in the membership and other equities of any Customer in the Cooperative to the extent of any unpaid credit balance. The Customer hereby acknowledges the Cooperative's lien interests and authorizes all necessary acts by the Cooperative to protect and enforce such lien interests.
- Administrative Charges** The Cooperative may assess a reasonable charge to offset the additional administrative costs incurred by the Cooperative when a Customer pays all or a portion of his or her convenience credit account balance by credit card. Such charges shall be added to the Customer's convenience credit balance prior to completing the credit card payment transaction.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_