



Woerner Agribusiness, LLC
818 North McKenzie St.
Foley, AL 36535

Legal Name of Business _____

Physical Business Address _____ County _____

Billing Address _____

City _____ **State** _____ **Zip** _____

Federal Tax ID Number (EIN) _____ Tax Exempt # _____

(Must provide tax exempt certificate)

Phone # _____ Fax # _____ Email Address _____

Type of Business _____ Date Established _____ Corporation _____ Partnership _____ Single _____

PLEASE LIST ALL OWNERS, PARTNERS AND OFFICERS:

Name _____ Title _____

Name _____ Title _____

P/O # REQUIRED: _____ YES _____ NO

PLEASE LIST AUTHORIZED PERSON(S) TO PURCHASE ON ACCOUNT: (owner, AP, crew leader, employees, etc.)

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

PLEASE LIST FOUR TRADE REFERENCES (if there is no fax or email the application will not be processed):

Company Name _____ **City/State** _____ **Fax #** _____ **Email** _____

1) _____

2) _____

3) _____

4) _____

TERMS AND CONDITIONS OF SALE

- 1) **CONTRACT:** Each order shall constitute as a binding contract of purchase and sale between applicant and WOERNER AGRIBUSINESS, LLC in accordance with the Terms and Conditions on the request for credit and the terms of WOERNER AGRIBUSINESS, LLC's invoice. All sales will be conducted on a cash basis until credit has been established by the credit department of WOERNER AGRIBUSINESS, LLC.
- 2) **PAYMENT TERMS:** If this credit application is accepted, applicant agrees to pay the full invoice price of all purchases made from WOERNER AGRIBUSINESS, LLC promptly, all invoices being due and payable 30 days from the date of invoice. If the total invoice price is not paid in full on or before the due date, an Interest Charge of 1 ½% will be assessed monthly on all invoices that are not paid when due. By signing below the Customer agrees to pay the accrued Interest Charges. Accounts in default will be subject to cancellation of credit without notice.
- 3) **SALES TAX EXEMPTION:** According to the laws of the states where our products are sold, sales tax must be applied to all invoices unless a valid "Certificate of Resale" has been submitted to the credit department of WOERNER AGRIBUSINESS, LLC, INC.
- 4) **CASH OR CREDIT CARD PAYMENT:** If, in WOERNER AGRIBUSINESS, LLC'S judgment, the financial condition of buyer at the time the goods are ready for to be received by applicant does not justify the terms of payment specified, WOERNER AGRIBUSINESS, LLC reserves the right to require payment in cash or credit card before shipment.
- 5) **NONCOMPLIANCE BY APPLICANT:** WOERNER AGRIBUSINESS, LLC reserves the right to cancel all orders and any part thereof without penalty if applicant fails to comply with the terms and conditions of this transaction or fails to make any payments within the time specified. In the event of applicant default, WOERNER AGRIBUSINESS, LLC may rescind any agreements between the parties and hold applicant liable for all damages and losses as well as resell undelivered goods under this or other agreements between the parties as WOERNER AGRIBUSINESS, LLC may elect.
- 6) **ATTORNEY'S FEES:** In the event the account becomes delinquent and is referred to a licensed collection agency or an attorney, the Customer agrees to pay all costs and expenses of collection including reasonable attorney's fees, court costs, and costs incurred on appeal. The Customer agrees to allow his/her references and credit reports to be checked and reviewed.
- 7) **JURISDICTION:** The Customer agrees to waiver all rights relating to venue, and further agrees to accept a court to be selected by WOERNER AGRIBUSINESS, LLC.
- 8) **TRANSPORTATION:** In the event that goods are to be delivered by WOERNER AGRIBUSINESS, LLC, each shipment/delivery shall be considered a separate and independent transaction. All deliveries are made to curb line. Any deliveries made past the curb line are the complete responsibility and risk of the applicant. Any resultant damages shall be the applicants risk. The tractor trailers used for delivery are not equipped to enter sites which are not readily accessible.
- 9) **BENEFIT:** This agreement shall be binding upon and take effect to the benefit of the successors and assigns of the respective parties. The applicant may not transfer or assign its rights or obligations under this agreement without the prior written consent of WOERNER AGRIBUSINESS, LLC.
- 10) **PRIVITY:** There are no express, implied, or intended third-party beneficiaries to this agreement. The price quotations are directed solely and exclusively to the applicant named on the above 30-day terms application.

I/WE HAVE READ, UNDERSTAND, AND AGREE TO THE STATED TERMS AND CONDITION

Applicant Signature _____ **Title** _____

Printed Name _____ **Date** _____

This is an attempt to collect a debt and any information will be used for that purpose

CUSTOMER CHECKING INFORMATION AND BANK REFERENCE AUTHORIZATION

Name of Bank _____ Date _____

Bank Address _____

Phone Number _____ Fax Number _____

I/We have applied to WOERNER AGRIBUSINESS, LLC, \$ _____ line of credit with terms of net 30 days. Therefore, I/We authorize you to release any credit information concerning my/our accounts listed below. I/We also request you promptly complete and return this credit information to WOERNER AGRIBUSINESS, LLC. as soon as possible. WOERNER AGRIBUSINESS, LLC. agrees that any information provided will be held in strictest confidence.

Applicant's Name _____

Authorized Signature _____

Business Name _____ Title of Bank Account _____

Account # _____ Account # _____

PLEASE PRINT NAMES OF AUTHORIZED SIGNATORIES:

NAME _____ DOB _____ SSN _____

NAME _____ DOB _____ SSN _____

BANK OFFICER ONLY:

Date Checking Account Opened _____ Avg. Balance _____ NSF's _____

Date Savings Account Opened _____ Avg. Balance _____

If any Loans, what type: _____ Balance _____

Are all accounts being handled in a satisfactory manner? ____ Yes ____ No

Bank Officer _____ Title _____

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****PLEASE RETURN TO CREDIT DEPARTMENT BY FAXING/EMAILING TO ****
CREDIT DEPARTMENT 251-943-6698
FAX (251) 943-7400
Email MROHE@WOERNERTURF.COM



PERSONAL GUARANTY

Applicant's Name: _____

In consideration of WOERNER AGRIBUSINESS, LLC. extending credit to the applicant, the undersigned agree, jointly and severally, to be responsible for, and guaranty payment on all goods and services supplied to the applicant. It is understood that credit is granted to the applicant based on the personal guaranty of the undersigned to provide payment should the applicant fail to pay the same. It is also understood that the stated Terms and Conditions of Sale apply to the undersigned. It is further understood that this guaranty shall be continuing and irrevocable unless the undersigned notify WOERNER AGRIBUSINESS, LLC. in writing, by certified mail , return receipt requested, of any change of ownership or form of applicant's business organization.

In the event of default of any debt guaranteed, the applicant agrees to pay all costs and expenses of collection including reasonable attorney fees, court costs, and costs incurred on appeal.

Guarantor _____ **Date** _____

Guarantor _____ **Date** _____

Guarantor _____ **Date** _____

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