



# CREDIT APPLICATION – Credit Agreement

**Buyer/Applicant Information:**

Buyer Legal Name: \_\_\_\_\_ Cell Number: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 City/State/ZIP/County: \_\_\_\_\_ Email: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_ GATE Card # / Tax Exempt #: \_\_\_\_\_  
 City/State/ZIP: \_\_\_\_\_ Restricted Pesticide #: \_\_\_\_\_  
 Has Applicant or its Entities ever filed bankruptcy?  Yes  No If yes, what chapter? \_\_\_\_\_ Date of Exp. (Pest #): \_\_\_\_\_ Name: \_\_\_\_\_  
 Do you own a Controlling Interest (50% or more) in any other business(es)?  Yes  No If yes, name of the business(es) \_\_\_\_\_

**Business Information:**  Sole Proprietorship  Corporation  LLC  Limited Partnership  General Partnership  Trust

|                   |                                  |   |                                     |
|-------------------|----------------------------------|---|-------------------------------------|
| Tax ID (Entities) | State of Organization (Entities) | Social Security # (Sole Proprietorship) | Date of Birth (Sole Proprietorship) |
|-------------------|----------------------------------|---|-------------------------------------|

**Corporate Officer, Partner, Member, and/or Guarantor:**

Please complete this section (i) for all corporate officers, members, or partners, and (ii) for any personal guarantor(s). Attach additional sheets if necessary.  
 \*\*Include Social Security Number and Date of Birth information only for general partners and any personal guarantor(s).

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_ Preferred Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Social Security Number\*\* \_\_\_\_\_ Date of Birth\*\*: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Farming Information: Number of years in farming/In Business:** \_\_\_\_\_

Total Acres Farmed: \_\_\_\_\_ Acres Owned: \_\_\_\_\_ Acres Rented: \_\_\_\_\_

**Crop Planning Information:** (Attach additional sales sheets if necessary)

| Crop | Acres | Irrigated Acres | Non-Irrigated Acres | Average Yield | Less% Landlord's Share | Price Per Unit | Total Crop Value | Insurance Coverage Type |                  |   |
|------|-------|-----------------|---------------------|---------------|------------------------|----------------|------------------|-------------------------|------------------|---|
|      |       |                 |                     |               |                        |                |                  | Revenue Protection      | Yield Protection | % |
|      |       |                 |                     |               |                        |                |                  |                         |                  |   |
|      |       |                 |                     |               |                        |                |                  |                         |                  |   |
|      |       |                 |                     |               |                        |                |                  |                         |                  |   |

**Credit Terms & Conditions Requested:** \_\_\_\_\_ **Estimated Credit Requested:** \_\_\_\_\_

**Financial and Income Information:**

Applicants requesting above \$250,000 must complete this section or provide an accountant-prepared balance sheet or a balance sheet recently submitted to a lender.  
 Applicants requesting above \$500,000 must provide 2 most recent years of financials and tax returns.

|                                      | Assets | Liabilities | Income (Annual) |    |
|--------------------------------------|--------|-------------|-----------------|----|
| Current Value (Cash, Crop, etc.)     | \$     | \$          | Gross Farm      | \$ |
| Intermediate Value (Machinery, etc.) | \$     | \$          | Livestock       | \$ |
| Long Term Value (Real Estate, etc.)  | \$     | \$          | Non-Farm        | \$ |
| Total Value                          | \$     | \$          |                 |    |

**Source of Production Financing:**

| Lender Name | Approved Amount | City/State | Bank Officer |
|-------------|-----------------|------------|--------------|
|             |                 |            |              |

**Credit References: (Fertilizer, Seed, Agricultural Chemicals) \*\*a minimum of three required, please include location and telephone number\*\***

Name: \_\_\_\_\_ Location: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Name: \_\_\_\_\_ Location: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Name: \_\_\_\_\_ Location: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE TERMS OF THE CREDIT AGREEMENT SET FORTH ON PAGES 2 - 6. YOUR SIGNATURE ON THE FOLLOWING PAGES BINDS YOU TO THE REPRESENTATIONS, TERMS, AND PROVISIONS MADE IN THE ABOVE CREDIT APPLICATION AS WELL AS SAID CREDIT AGREEMENT.

This Credit Agreement sets forth the terms of the credit for which Applicant(s) have applied by means of the Credit Application on the reverse side hereof (Page 1). This Credit Agreement and the Credit Application on the reverse side hereof shall sometimes be collectively referred to herein as the "Agreement."

The undersigned Applicant(s) (sometimes called "you," whether one or more) agree that Triangle Chemical Company and/or its affiliated companies (collectively "Triangle"), will furnish to you, in the event your Credit Application is approved, on one or more credit accounts, such goods, services, and/or labor (collectively referred to as the "Product") as Triangle may determine in its sole discretion. Triangle is under no obligation to furnish to you any Product on credit. Triangle may discontinue furnishing to you Product on credit at any time, for any reason or for no reason. Any and all Product to be furnished to you is subject to the terms and conditions contained herein. Triangle may deny your Credit Application, or Triangle may establish your credit limit at any amount, all as determined in its sole discretion. Triangle may modify your credit limit at any time, in its sole discretion, with or without notice to you.

**ALL PRODUCT SOLD TO YOU BY TRIANGLE, WHETHER ON A CREDIT ACCOUNT OR OTHERWISE, IS SOLD OR DELIVERED WITHOUT ANY WARRANTY OF ANY TYPE OR DESCRIPTION, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE AMOUNT OF ANY CLAIM OR DAMAGE WHICH YOU MIGHT ASSERT AGAINST TRIANGLE EXCEED THE PRICE OF THE PRODUCT WHICH YOU ALLEGE TO HAVE CAUSED SUCH LOSS, DAMAGE, INJURY OR OTHER CLAIM. TRIANGLE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR INCOME, OR ANY LOSS TO CROPS OR OTHER PROPERTY, WHETHER SUCH CLAIMS ARE BASED ON ALLEGED NEGLIGENCE ON THE PART OF TRIANGLE, STRICT LIABILITY IN TORT OR ANY OTHER BASIS OF LIABILITY WHATSOEVER, AND ANY AND ALL CLAIMS OR CAUSES OF ACTION OTHER THAN ONE SEEKING REFUND OF THE PRICE OF THE PRODUCT ALLEGED TO HAVE CAUSED THE DAMAGE, INJURY OR CLAIM ARE HEREBY WAIVED AND RELINQUISHED BY YOU.**

Payment Terms. Full payment for Product to be furnished to you by Triangle is due on the date specified in the invoice prepared at the time of purchase of Product, which will be no later than the 10<sup>th</sup> day of the subsequent month. You will be sent a monthly statement at the end of each month which will list each invoice for Product purchased by you during that month, as well as any invoice for Product purchased in previous months which remains unpaid. Payment is due Triangle for all invoices listed on said monthly statement by the 10<sup>th</sup> day of the month after the date of such invoices, and any invoices not paid by that date are considered past due. You agree to review each such monthly statement promptly and to advise Triangle in writing as to any objections, questions, problems, or issues with regard to such statement, or any invoices for Product reflected thereon, within 10 days of the date of such statement. Such statement will be deemed conclusive as to (a) the amount outstanding on your account, and you will be deemed to have accepted such statement as an accurate calculation of the amount owing to Triangle; (b) all Product reflected by invoices on such statement as having been received and accepted by you; and (c) your agreement to pay such statement in full by the due date thereof, if you do not object to such statement in writing within 10 days after the date of such statement. Payment for all Product to be furnished, together with interest as specified below, shall be made to Triangle at such place as Triangle from time to time may designate in writing, in lawful money of the United States of America.

Interest. Interest shall accrue on the unpaid principal balance of your account at the rate of 18% per annum (1½% per month) or, if that rate exceeds the legal rate allowable upon such accounts under applicable law, at the highest rate allowed, until the principal balance is paid in full; provided, however, that if the full balance showing on the monthly statement sent to you is paid by the 10<sup>th</sup> day of the month subsequent to the date of the invoices shown on said statement, no such interest shall accrue. On all charges for Product not paid by the 10<sup>th</sup> day of the month after the date of the invoice relating to said Product, interest shall continue to accrue at the specified rate on the amount of said invoices until all such invoices are paid in full. The amount of interest accrued shall be reflected separately on your monthly statement as late charges. For all purposes, the amount of unpaid invoices, and the amount of interest (late charges) shown on the monthly statement sent to you shall be binding upon you unless written objection is made by you within 10 days of the date of said statement as provided in the Section above entitled "Payment Terms."

Application of Payments. All payments shall be applied first to any unpaid attorneys' fees and collection costs due Triangle, then to any accrued but unpaid interest (late charges), with any remaining amount to be applied to principal in the order in which the principal obligations were incurred.

Prepayment. You may prepay any or all of the outstanding balance due to Triangle at any time without penalty. Any partial prepayment(s) shall not relieve you of your obligation to continue to make payments to Triangle in accordance with the terms of this Agreement.

Default. You will be in default if any of the following events occur: (a) You fail to make any payment due Triangle when due, (b) You break any promise that you have made to Triangle, or fail to comply with or to perform when due any other term, obligation, covenant, or condition contained herein, or in any agreement related hereto, or in any other agreement or credit arrangement which you have with Triangle, whether as primary obligor, guarantor, or otherwise, (c) any representation or statement made or furnished to Triangle by you or on your behalf in connection with the Credit Application or otherwise is false or misleading in any material respect either now, or at the time made or furnished, (d) the death or dissolution of you, or any guarantor of your account, (e) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against you or any guarantor of your account, or you or any guarantor of your account becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of his, her or its assets, (f) any creditor tries to repossess, foreclose or otherwise take any property of you or any guarantor of your account, (g) the occurrence of a default under any instrument securing this Agreement, default under any other credit agreement, obligation, or indebtedness of you or any guarantor of your account, or default under any obligation or instrument securing any such credit agreement, obligation, or indebtedness; (h) one or more judgments, orders, or awards for the payment of money are entered against you or any guarantor of your account; or (i) Triangle in good faith believes that the prospect of timely payment or other performance by you or any guarantor of your account is impaired or Triangle otherwise deems itself, or any collateral pledged to secure your account, insecure.

Remedies. Upon default, interest shall continue to accrue upon your account of the rate provided herein and Triangle may declare the entire unpaid principal balance and all accrued interest immediately due and payable in full, without demand or notice to you of any kind, and you agree to pay in full, that amount. Waiver by Triangle of your default under the terms of this or any other account with Triangle shall not operate as a waiver of any other default or of the same default on a future occasion. Acceptance by Triangle of payment of less than the entire balance due after occurrence of a default, and acceleration, shall not waive the acceleration, and Triangle may proceed to exercise its rights and remedies under the terms of this Agreement, and applicable law, notwithstanding acceptance of such payment.

Attorneys' Fees and Expenses. If it becomes necessary for Triangle to pursue collection of any account owed by you, with the assistance of an attorney at law, you shall be liable, if your account is entered into in the State of Georgia, for all expenses incurred by Triangle, together with fifteen percent (15%) of the amount of principal and interest due as attorneys' fees or, if your account was not entered into in the State of Georgia, reasonable attorneys' fees, as well as all other expenses incurred by Triangle. You shall be liable for payment of such attorneys' fees and expenses as an additional obligation hereunder.

Jury Waiver. YOU WAIVE A TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW. YOU ACKNOWLEDGE THAT YOU ARE MAKING THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS.

General. You represent and warrant to Triangle that the information contained in this Credit Application/Credit Agreement, consisting of Pages 1 and 2 (both pages of this two-sided document) is accurate and complete. You hereby authorize Triangle to investigate any references or other information furnished by you or by any other person or entity pertaining to your creditworthiness. You will provide updated information to Triangle upon request. You authorize Triangle, from time to time, to obtain your credit report and to conduct lien searches. You further authorize and direct your past, present, and future banks, lenders, financial institutions, suppliers, and trade creditors to provide to Triangle any and all information which it may request concerning you, including but not limited to applications, income statements, balance sheets and other

financial statements which you may have submitted to them or which they may have obtained from other sources. You also authorize Triangle to answer questions or inquiries from others seeking credit experience or information regarding you. You hereby waive presentment for payment, demand, protest, notice of protest, notice of acceleration of maturity, notice of nonpayment, notice of dishonor, and diligence in the collection of your account(s), and agree that your liability for the payment of any account(s) with Triangle shall not be affected or impaired by any release, exchange, surrender, modification, substitution or change in any collateral that may be given for any of your account(s) or by any extension of time for payment of all or any part of the amount owing to Triangle upon any of your account(s). You hereby acknowledge Triangle may proceed directly against you before pursuing any collateral which may have been pledged to secure your obligations to Triangle or, at its option, to proceed first against such collateral. You acknowledge that Triangle may delay or forego enforcing any of its rights or remedies without impairing or waiving those rights. Triangle may, at any time, modify any of the provisions contained in this Agreement upon written notice to you, and your subsequent acceptance of Product sold on an account provided to you by Triangle after the effective date of such modification shall constitute your acknowledgment and consent to such modification, regardless of whether you have consented to such modification in writing. No such modification shall release any applicant or guarantor from its or their liability for payment of your account(s). The obligations of multiple applicants upon any of your account(s) with Triangle shall be joint and several. This Agreement shall be binding upon you, as well as your heirs, personal representatives, successors and assigns and shall inure to the benefit of and be enforceable by Triangle, as well as its successors, transferees and assigns. You agree that this Agreement was given, and that this Agreement was entered into, in the state designated below. The validity, construction, interpretation and enforcement of the terms of this Agreement, and the respective rights and obligations of you and Triangle hereunder, and in connection with all transactions arising out of this Agreement, shall be governed by the internal laws of such designated state, without regard to any conflict of law principles. You agree that all state and federal courts sitting in said designated state shall have personal jurisdiction over you, and you consent and submit to such personal jurisdiction. If any clause or provision contained herein is found to be invalid or is incapable of being enforced by any rule or law or public policy, all other clauses and provisions shall, nonetheless, remain in full force and effect. Any signature or attestation required upon this Agreement may be transmitted via e-mail or fax, and signatures and attestations so transmitted shall be as binding as an original signature. Triangle shall not be required, and you hereby waive any requirement, that Triangle produce the original of this Agreement in connection with any judicial, non-judicial, or other legal proceeding. Any photocopy, microfilm, microfiche or other optical image of this Agreement may be presented as evidence in lieu of the original in any legal proceeding to enforce the terms hereof and shall have the same validity as the original. You or any Guarantor named herein may execute this Agreement electronically and the Electronic Signatures in Global and National Commerce Act and the version of the Uniform Electronic Transactions Act adopted in the designated state shall apply to this Agreement and all transactions contemplated hereby. You hereby acknowledge that the particular Product furnished by Triangle to you has been selected by you, in your sole judgment and you hereby assume all responsibility and liability for the selection of the appropriate Product for your intended use. You thus acknowledge and agree that you have assumed any and all risks arising out of utilization of the Product, whether alone or in combination with other materials or services and warrant and represent that you have the requisite knowledge, background and experience to solely determine appropriate usage of the Product, the results of which are not guaranteed or warranted in any fashion whatsoever by Triangle. You further acknowledge and agree that it shall not be necessary for any invoices with respect to particular Products furnished to you be executed by you, or anyone on your behalf, the invoices issued and monthly statement sent to you to be confirmation of your receipt of all such Products furnished to you by Triangle, in satisfactory condition, unless written objection to the contrary is delivered to Triangle within 10 days of the date of such statement, as set forth above. You hereby waive and relinquish any and all right to submit any check or other instrument to Triangle with an endorsement or statement indicating that such check or instrument is "payment in full" (or the like) of the amount owed pursuant to any of your account(s), or that such check or other instrument is tendered with any other condition or limitation, or as full satisfaction of any disputed amount and you hereby acknowledge and agree that any such statement placed on any check or instrument delivered to Triangle shall be of no force or effect and you shall remain liable for the full amount owing to Triangle, as set forth on monthly statements delivered to you, unless you object to such statement within 10 days of the date thereof, and Triangle agrees to adjust the amount due.

**Disputes Regarding Statements or Indebtedness. Any objections or other communications regarding any statement issued by Triangle or any debt claimed by Triangle, including without limitation any check or other instrument**

purportedly tendered in full satisfaction of any debt or tendered with any other conditions or limitations, shall be mailed to 117 Preston Court Macon, GA 31210. Any objections to any item or debt shown on any statement shall be delivered to the foregoing address within 10 days of the date of such statement.

Each individual Applicant has hereunto set his/her hand and adopted as his/her seal the word "SEAL" set forth beside his/her name, intending to make this document a sealed instrument. Each corporation, partnership, limited liability company, or other entity which is an Applicant upon this Agreement, has caused this instrument to be executed in its name by a person or persons duly authorized to do so, and if a corporation, has either applied its corporate seal or adopts the word "SEAL" set forth beside its name as its seal, fully intending this Agreement to be an instrument under seal.

This Agreement was entered into in the State of \_\_\_\_\_ which shall be considered to be the "designated state" for purposes of this Agreement. This Agreement is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL APPLICANT(S):****CORPORATION, PARTNERSHIP, LLC APPLICANT(S):**

|              |              |
|--------------|--------------|
| _____ (Seal) | _____ (Seal) |
| _____ (Seal) | _____ (Seal) |
| _____ (Seal) | _____ (Seal) |
| _____ (Seal) | _____ (Seal) |

**--- GUARANTY ---**

In consideration of the extension of credit by Triangle to the above-named Applicant(s), the undersigned ("you," whether one or more), jointly and severally, guarantee the punctual payment and performance by said Applicant(s) of all terms and conditions of the foregoing Credit Agreement and all sums owed at any time by said Applicants(s) to Triangle. This is a guaranty of payment and performance, and not of collection. Your liability to Triangle is primary and immediate. It is not contingent upon Triangle's exercise of any remedy it may have against said Applicant(s) or any collateral. This guaranty is absolute, unconditional and continuing and will remain in effect until all obligations, financial or otherwise, have been paid, performed or discharged in full. Triangle may call upon you to pay all or part of any indebtedness without being required to prosecute collection, enforcement or other remedies against said Applicant(s) or any collateral. If Triangle hires an attorney or incurs any legal expense upon your default or that of the Applicant(s), you shall be liable for the payment of such legal expenses and attorneys' fees in accordance with the terms of the foregoing Credit Agreement as an additional obligation hereunder, - whether incurred in collection or enforcement, and whether before, during, and/or after trial - to include any post-judgment proceedings, appeals, as well as appearances in connection with any bankruptcy or insolvency proceedings. To the full extent allowed by applicable law, you waive all defenses given to sureties or guarantors under applicable law or in equity other than the actual payment and performance of all obligations hereunder, whether financial or otherwise, and waive, to the full extent allowed by applicable law, all defenses based upon questions as to the validity, legality or enforceability of said obligations. Triangle, without authorization from or notice to you and without impairing or affecting your liability hereunder, may from time to time in its reasonable discretion and with or without valuable consideration, alter, compromise, accelerate, extend or change the time or manner for the payment or performance of any or all of the obligations, financial or otherwise, owed to Triangle under the foregoing Credit Agreement, extend additional credit and financial accommodations and otherwise create additional credit obligations, increase or reduce the rate of interest thereon, take and surrender security, exchange collateral by way of substitution, or make changes of any sort whatever in the terms of payment of the financial obligations owed to Triangle or the terms upon which Product is sold to the Applicant(s) on credit. All capitalized terms used in this Guaranty shall have the definitions accorded to those terms in the foregoing Credit Agreement.

YOU WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS GUARANTY OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DECLARED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. YOU ACKNOWLEDGE THAT YOU MAKE THIS WAIVER KNOWINGLY,



WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER.

The terms of the foregoing Credit Agreement, including but not limited to the Section entitled "General," are incorporated into and made a part of this Guaranty as if completely set forth herein and apply to this Guaranty and the undersigned; and you hereby agree to be bound by the provisions thereof.

Each of the undersigned individuals has set his/her hand and adopted his/her seal the word "SEAL" set forth beside his/her name, intending to make this Guaranty a sealed instrument. Likewise, each corporation, partnership, limited liability company, or other entity which is executing this Guaranty has caused this Guaranty to be executed in its name by a person or persons duly authorized to do so, and has either applied its corporate seal or adopts the word "SEAL" set forth beside its name as its seal, fully intending this Guaranty to be an instrument under seal.

This Guaranty is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

| <u>INDIVIDUAL GUARANTOR(S):</u>                          | <u>CORPORATION, PARTNERSHIP, LLC GUARANTOR(S):</u>                  |
|--|---|
| _____ (Seal)<br>SSN: _____                               | _____ (Seal)<br>SSN: _____  |
| _____ (Seal)<br>SSN: _____<br>_____ (Seal)<br>SSN: _____ | By: _____ (Seal)<br>Name: _____<br>Title: _____<br>Tax ID No. _____ |

Please send your signed and completed credit app to your corresponding credit manager:

- Georgia: Donald Hembree (DHembree@trianglecc.com)
- Florida: Bill McGuire (WRMcGuire@trianglecc.com)
- North Carolina: Cliff Rouse (CERouse@trianglecc.com)
- Mississippi: Jessica Vaught (JWVaught@trianglecc.com)