



WATERWAY AG INC.

CREDIT APPLICATION AND AGREEMENT

COMMERCIAL

Official Business Name _____

Trade Style (If Different From Above) _____

Billing Address: (Street or P.O. Box Number) _____

City _____

County _____

State _____

Zip Code _____

Telephone _____

How Long in Business _____

Street-Shipping Address (If Different From Above) _____

City _____

State _____

Zip Code _____

Ownership (Please check and complete appropriate space)	<input type="checkbox"/>	PROPRIETORSHIP	Name _____	Address (If Different From Above) _____
	<input type="checkbox"/>	PARTNERSHIP (Give names of all Partners)	Name _____	Addresses (If Different From Above) _____
	<input type="checkbox"/>	CORPORATION (Give Principal Officers & Titles)	_____	_____

Bank References	Name _____	Mailing Address _____

Trade References	Name _____	Mailing Address _____

Credit Line Requested \$ _____

NOTE TO APPLICANT: Please attach a copy of your latest balance sheet and profit and loss statement.

The above information is submitted to Waterway Ag. Inc., for consideration as a basis for the extension of credit. You may refer to the references listed herein.

- Applicant hereby certifies that the above information is accurate as of the date of this application. Upon approval of and reliance upon credit information which you submit to Waterway Ag. Inc., Waterway Ag. Inc. will assign you a maximum credit amount ("Credit Line") from time to time and will notify you of that credit line and of payment terms pertaining thereto.
- Waterway Ag. Inc. will furnish you with an invoice which states the terms of sale ("Terms") that specify when purchases become due and payable. You agree to pay Waterway Ag. Inc. in full within the terms specified on the invoice; otherwise, Waterway Ag. Inc. reserves the right, among other remedies, to suspend further deliveries under this agreement.
- Should your financial strength become unsatisfactory to Waterway Ag. Inc., cash payment or security satisfactory to Waterway Ag. Inc. may be required by Waterway Ag. Inc. for further deliveries and for purchases heretofore delivered. If you fail to pay Waterway Ag. Inc. in accordance with this Agreement, Waterway Ag. Inc. has the right, subject to any right you have by law to correct your default, to declare the entire balance of your account immediately due and payable and to foreclose any security interest which Waterway Ag. Inc. may have in the purchases delivered. If any unpaid balance is referred for collection to any attorney who is not a salaried employee of Waterway Ag. Inc., you will pay, to the extent permitted by law, reasonable attorney fees plus any court costs or expenses incurred by Waterway Ag. Inc., and a **FINANCE CHARGE** accrued on said unpaid balance in accordance with **Paragraph 4 of this Agreement, until said balance is paid in full.**
- If you fail to pay any invoice amounts due by their respective net due dates, you agree to pay all **FINANCE CHARGES** on the unpaid balance of all old invoices, less any applicable payments and credits, from the date the total amount of each invoice is due and payable at an **ANNUAL PERCENTAGE RATE** of TWENTY FOUR PERCENT (24%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.
- Applicant hereby authorizes Waterway Ag. Inc. to obtain or exchange any information it may require relative to this application from any source including applicant's financial institutions and trade suppliers which Waterway Ag. Inc., in its sole judgment and discretion, may deem necessary and to which Waterway Ag. Inc. may apply; **each source being authorized by applicant to provide Waterway Ag. Inc. with such information.**

Date _____ Applicant's Signature _____

Date _____ Applicant's Signature _____

(If partnership, each partner must sign)