



Personal Credit Application

Mail to:
Ag Info Tech
19325 Zolman Rd
Fredericktown, OH 43019

Email:
office@aginfotech.net

Please Print or Type

Account: Joint Individual Monthly Credit Request (est.): \$ _____

Name: _____ Marital Status: Unmarried

Married

Spouse: _____ Separated

Address: _____ City, State, Zip: _____

County: _____ Phone: _____ Cell: _____

Birth Date: _____ Spouse's Birth Date: _____

Social Security No: _____ Spouse's Social Security No: _____

E-Mail Address: _____

Previous Address (if within 5 yrs.): _____

Business/Employer: _____ Position: _____

Address: _____ City, State: _____ Income: \$ _____

Yrs on the job _____

Spouse's Employer: _____ Position: _____

Address: _____ City, State: _____ Income: \$ _____

Yrs on the job _____

I agree to pay the full purchase price for all goods, materials, equipment and/or services purchased from Ag Info Tech within the terms on my invoice or monthly account statement. If I do not make a full payment within the terms on my invoice or monthly statement, I agree that, in addition to any unpaid balances of principal, I will be subject to and hereby agree to pay a service charge of two percent (2%) per month (annual percentage rate of 24%), in addition to Ag Info Tech's attorney fees incurred in collecting all delinquent account balances. I further agree to be bound by all the terms and conditions set forth on the back of this application. My signature below indicates that I have read, understood, agree and covenant to be bound by the terms set forth in this Application and Ag Info Tech's invoices and account statements and that all information I have provided herein is true and accurate.

PLEASE SEE THE REVERSE SIDE OF THIS CUSTOMER AGREEMENT FOR TERMS & CONDITIONS.

Date: _____ Signed: _____

Date: _____ Signed: _____

(This information will be treated in a confidential manner)

TERMS AND CONDITIONS

1. Sale
SALE AND DELIVERY OF SELLER'S GOODS ARE CONDITIONED ON THE PURCHASER'S ACCEPTANCE OF THE DESCRIPTION AND OTHER TERMS AND CONDITIONS OF SALE SET FORTH ON THE FACE OF THIS FORM AND THE REVERSE SIDE. NO ADDITIONAL OR DIFFERENT TERMS OFFERED BY PURCHASER SHALL BE OR BECOME PART OF THESE TERMS AND CONDITIONS AND ANY SUCH TERMS ARE HEREBY REJECTED. THE TERMS AND CONDITIONS AS STATED HEREIN SHALL NOT BE MODIFIED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SELLER. FAILURE OF PURCHASER TO IMMEDIATELY OBJECT IN WRITING TO THESE TERMS AND CONDITIONS SHALL BE DEEMED ACCEPTANCE HEREOF AND SHALL CONSTITUTE A WAIVER OF ANY PRIOR OR SUBSEQUENT TERMS OR CONDITIONS REQUESTED BY PURCHASER.

2. Prices
All prices for products are subject to change or withdrawal without notice. Unless otherwise stated by Seller, prices, terms of payment and pricing policies will be those set forth in Seller's pricing policies in effect at the time of sale. Specifically ordered goods are not subject to cancellation without the express written consent of the Seller.

3. Credit Approval
All sales and shipments are subject at all times to credit approval by Seller. Seller reserves the right to increase or decrease the credit limit or revoke credit at any time without notice to Purchaser.

4. Taxes
Any taxes which Seller may be required to pay or collect upon the sale, delivery, storage, processing and use or consumption of any of the products covered hereby shall be for the account of Purchaser, who shall promptly pay the amount thereof to Seller in accordance with the terms hereof.

5. Warranty
SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO A WARRANT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) IN CONNECTION WITH THE MANUFACTURE OR SALE OF GOODS OR MATERIALS. ALL GOODS AND MATERIALS ARE SOLD SUBJECT TO PURCHASER'S INSPECTION AND JUDGMENT, IN AN AS IS CONDITION, AND USAGE THEREOF IS DONE AT PURCHASER'S SOLE RISK. NO EMPLOYEE, DISTRIBUTOR, OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS IN ANY WAY OR GRANT ANY WARRANTY ON BEHALF OF SELLER.

The absence of Seller's warranty is not intended to limit any warranties by manufacturer which are available to Purchaser. The Seller shall not be responsible for any damage resulting to or caused by the products by reason of improper storage, alteration of products, neglect or abuse, or attempt to use its products for other than the customary usage or operate its products intentionally or otherwise at other than design specifications or rated capacity.
THE PURCHASER SHALL HAVE NO REMEDY AGAINST SELLER, THE EXCLUSIVE REMEDY OF PURCHASER, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE AGAINST THE MANUFACTURER, AND THAT REMEDY, IF ANY, SHALL BE IN LIEU OF ALL OTHER REMEDIES. SELLER SHALL NOT BE LIABLE FOR COST OF REMOVAL AND/OR INSTALLATION OR BE RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

6. Performance
Seller shall not be held responsible for any delay in performance of any order made on the basis of this document resulting in whole or in part from or made impossible or impracticable by any cause beyond the control of Seller, including, but not limited to fire, explosion, accident, breakdown, strike, adverse weather conditions, failure or refusal of any carrier to transport materials, delay in transport thereof, failure of any source of supply to honor orders within time period, customarily or heretofore experienced by Seller in the trade, shortage or lack of material, fuel, power, transportation media, sale or transfer of manufacturing facilities, embargo or any act of God or action or request of any governmental authority, failure or refusal or any carrier or contractor, any contingency or delay or failure or cause beyond Seller's control.

7. Cancellation of Order
The Purchaser may cancel its order only with the written consent of the Seller and only upon the payment of the Seller's normal cancellation charges. If an order is canceled or partially canceled after Seller has started to process the order, Purchaser shall pay the total contract price less Seller's cost of processing the unprocessed portion of the order.

8. Insolvency
If in the sole judgment of Seller the credit of Purchaser shall have or is likely to become impaired, or if it appears to Seller that it does not have a reasonable expectation of being paid at the times and in the amounts specified in these terms and conditions, without additional expense or delay, or both, the Seller may

at its option retain title to the goods so ordered or retain possession of Purchaser's goods which are being stored or on which services have been performed until paid in cash or cancel the order and receive such amount as provided in paragraph 7 above unless Seller receives reasonable assurances of Purchaser's ability to perform.

9. Bankruptcy
In the event of any proceedings against the Purchaser in bankruptcy or insolvency, Seller may immediately assert any of its legal rights with respect to the contract, cancel the same.

10. Payment
Terms of payment are as specified on the front side hereof. If no due date is specified on an invoice, then the net amount shall be due and payable in full on the date specified on the statement.

11. Recovery of Legal Fees and Costs
In the event it becomes necessary for Seller to file a lawsuit to enforce any of the terms and provisions hereof or to collect any unpaid balance due Seller, and Seller is granted a judgment wholly or partly in its favor, Seller shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees and court costs incurred in such lawsuit and for all proceedings brought to collect on said judgment, to the fullest extent permitted by law.

12. Governing Law
This contract and any questions with respect to the construction, validity and interpretation to perform it shall be governed and determined in accordance with the laws of the State of Ohio. This contract was executed in the State of Ohio and is to be performed in Ashland County and the State of Ohio by reason of payment required to be made to the Seller in Ashland County, Ohio.

13. Jurisdiction
The purchaser covenants and agrees that jurisdiction of any legal action or lawsuit brought to enforce any of the terms and provisions hereof shall be in the state and/or federal courts of the State of Ohio.

14. Venue
The Purchaser covenants and agrees that any legal action or lawsuit brought to enforce any of the terms and provisions hereof or to collect any delinquent account balance or money owed shall be venued, at Seller's sole discretion in any county in Ohio.

15. No Modifications
These terms and conditions as set forth herein shall constitute the sole agreement between Purchaser and Seller. Any changes that Purchaser requests shall be authorized only if in writing and signed by Seller. These terms and conditions shall be binding upon and inure to the benefit of the respective parties, their successors, heirs, executors, representatives, and assigns.

16. Non-Waiver
Any waiver or failure of Seller to require strict compliance with the provisions of this order in any respect shall not be deemed a waiver of Seller's right to insist upon strict compliance in other respects or thereafter in the same respect.

17. Finance Charge
A charge of one and one-half percent per month (18 annual percentage rate) will be charged on all past due accounts where permitted by applicable state and federal law. Otherwise, the finance charge shall be the maximum amount permitted by law.

18. Return of Material
The return of any goods or materials is subject to Seller's prior written approval. All returned goods or materials must be in resalable condition, undamaged and in standard inventory packages where applicable. At Seller's option all returned material will be subject to a restocking charge, freight, and Seller's other incidental expenses, with credit based on the price in effect at time of original sale. Seller credit return receipts shall be conclusive of the amount of credit given by Seller for returned material unless Purchaser objects in writing within ten days of the date of the account statement on which the credit appears.

19. Goods Subject to Prior Sale
The availability of any goods or material quoted for sale is subject to proper sale in which event the quote shall be deemed withdrawn.

20. Partial Inapplicability
Should any term or condition above, or any portion thereof, be invalid or inapplicable, the balance of such terms and conditions shall govern.

21. Corrections
Seller reserves the right to make corrections caused by typographical, clerical, or

other inadvertent mistakes, or from changes necessary because of incomplete or inaccurate information received from Purchaser.

22. Delivery Policy
Purchaser agrees and acknowledges that Seller shall be delivering certain goods and products ordered by Purchaser at a location or locations specified by Purchaser, without obtaining Purchaser's signature on a delivery ticket or invoice at the delivery location. Purchaser further agrees that Seller's monthly account statements shall be conclusive as to the Seller's actual delivery and Purchaser's receipt and acceptance of all goods and materials indicated thereon, unless Purchaser objects in writing within ten (10) days of the date of the statement on which the invoice first appears. Notwithstanding the foregoing, however, Seller's failure to reflect any sale, transaction or credit on any statement shall not limit or otherwise affect Seller's ability to later adjust Purchaser's account balance to reflect said sale, transaction or credit.

23. Unauthorized Use Fuel Card Policy
Until Ag Info Tech is notified of lost or stolen cards the purchaser agrees to accept full liability for any and all unauthorized use. To report lost or stolen cards please call 440-632-1192 ext. 2226.

24. Limitation on Enforcement of Remedies
No action or suit to enforce Purchaser's rights or remedies arising from any sale shall be commenced later than one year from the date of shipment.

25. Consumer Billing Rights
If you think your statement is wrong, or if you need more information about a transaction on your statement, call us at (419) 281-2153 or write us at 813 Clark Ave., Ashland, Ohio 44805, as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
 - The dollar amount of the suspected error.
 - Describe the error and explain, if you can, why you believe there is an error
- If you need more information, describe the item you are not sure about. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including late fees. You don't not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any late fees related to any questioned amount. If we did not make a mistake, you may have to pay late fees, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

26. Right to Off Set
Without limiting Seller's pursuit of any and all remedies available to it, the Purchaser agrees that the seller has the right to offset any mutual debts and claims against the Purchaser in connection with this contract and any contracts between us.