

CAUDILL SPROUTING, LLC.

1402 W. MAIN ST., SUITE #B, LOUISVILLE, KENTUCKY 40203 PHONE: (502) 561-5500 TOLL-FREE: (877) 909-7333 FAX: (502) 583-4405

CREDIT AGREEMENT

Legal Business Name:			If not a corporate entity, Doing Business As:
Address:			Division _____ Sales Rep _____ No. of Years in Business _____
City:	State:	Zip:	E-mail Address:
Phone No.:			Fax:

HEREBY applies for credit in accordance with the terms of: CAUDILL SPROUTING, LLC (hereinafter "CAUDILL SPROUTING") 1402 W Main St., Ste. B, Louisville, KY 40203 (502) 561-5500

TERMS OF SALE ON CREDIT:

Net 30 days from date of invoice. A service charge of 2% per month (24% APR) on the outstanding balance will be applied to accounts unpaid in full 30 days from invoice date. Additional terms of sale listed on reverse side are incorporate herein.

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL.

Your company (hereinafter "BUYER"): is a: _____ Corporation _____ Partnership _____ Individual _____ LLC					
Federal ID: _____			or if individual Social Security No: _____		
Tax No. (if your company is tax exempt): _____			(*Must attach appropriate certificate)		
Annual dollar amount you intend to spend w/ CAUDILL SPROUTING: \$ _____				If unknown, amount of current purchase: \$ _____	
Name of Principle:			Name of Principle:		
Home Address (No PO Boxes):			Home Address (No PO Boxes):		
City:	State:	Zip:	City:	State:	Zip:
Home Phone No.:			Home Phone No.:		

BUSINESS REFERENCES: I AUTHORIZE THE LISTED ENTITIES TO PROVIDE ALL FINANCIAL INFORMATION REQUESTED BY CAUDILL SPROUTING.

Bank Name:	Business Name:	Business Name:	Business Name:
Bank Officer:			
Branch:	Account No:		
Bank Address:	Business Address:	Business Address:	Business Address:
City:	City:	City:	City:
State:	Zip:	State:	Zip:
Phone No:	Phone No:	Phone No:	Phone No:
Fax No.:	Fax No.:	Fax No.:	Fax No.:

BUYER AGREES TO THE TERMS OF SALE LISTED HEREIN AND ON THE REVERSE SIDE. IN THE EVENT BUYER DEFAULTS, CAUDILL SPROUTING SHALL ASSESS A SERVICE CHARGE OF 2% PER MONTH (APR 24%), DEMAND THE ENTIRE BALANCE DUE AND PAYABLE, AND IN THE EVENT THE ACCOUNT IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION BUYER SPECIFICALLY AGREES TO PAY THE COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES IN AN AMOUNT NOT LESS THAN 25% OF THE OUTSTANDING BALANCE. MONIES RECEIVED BY CAUDILL SPROUTING AFTER THE ACCOUNT HAS BEEN PLACED IN THE HANDS OF AN ATTORNEY SHALL BE APPLIED TO SATISFACTION OF COSTS OF COLLECTION & ATTORNEY FEES, OUTSTANDING SERVICE CHARGES AND THE OUTSTANDING PRINCIPAL, IN THAT ORDER.

The undersigned certifies that all information provided by BUYER is true and accurate, and that BUYER fully understands the terms of sale herein. As consideration for credit extended by CAUDILL SPROUTING TO BUYER, the undersigned specifically agrees to be personally and individually liable for all amounts due to CAUDILL SPROUTING subsequent to execution of this Credit Agreement. This Agreement becomes binding upon execution by CAUDILL SPROUTING.

_____	BY: _____
Name of BUYER	Name of Individual (PLEASE PRINT)
_____ (Signature) _____	(Date) _____
Individually and as Agent and Officer of BUYER	
_____ (Signature) _____	(Date) _____
For CAUDILL SPROUTING, LLC	

SEE REVERSE SIDE FOR COMPLETE TERMS OF SALE

ADDITIONAL TERMS OF SALE (CONTINUED FROM REVERSE SIDE)

ACCEPTANCE: Caudill Sprouting's acceptance of any order is expressly made conditional on Buyer's assent to the terms and conditions contained herein. Regardless of any provision to the contrary in Buyer's order, such assent shall be deemed given upon Buyer's use of the goods or upon Buyer's failure to object to any of the terms and conditions hereof within ten (10) days after receipt of the goods, whichever first occurs. Caudill Sprouting's shipment of the goods ordered shall constitute a counter-offer to Buyer's order and no act by Caudill Sprouting shall be deemed conduct assenting to terms or conditions other than those contained herein. No contract is formed except in accordance with the terms expressed in this paragraph. If these terms are not acceptable, Buyer must so notify Caudill Sprouting prior to shipment of goods.

CREDIT: If Buyer defaults in making any payment when due, or if Buyer's credit becomes impaired or otherwise unsatisfactory in the sole judgment of Caudill Sprouting, Caudill Sprouting shall have the right to declare immediately due and payable all outstanding obligations, to retake possession of any shipment then in transit to Buyer, to change credit terms with respect to any shipment in transit or any further shipments, and to suspend production and defer or eliminate further shipments until any outstanding amounts are paid in full and Caudill Sprouting receives such cash or satisfactory security covering further shipments as may be required by Caudill Sprouting. Unless Caudill Sprouting receives such outstanding amounts and such cash or satisfactory security within five (5) days after its written demand, Caudill Sprouting may treat such failure as a breach of this Agreement.

TITLE; RISK OF LOSS: Title to the goods and risk of loss of the goods shall pass to Buyer upon delivery to a carrier or to Buyer's truck. Selection of carrier and routing of all shipments shall be at Caudill Sprouting's option. If, when unloading vehicle, Buyer finds any damage to the shipment it will be its responsibility to obtain necessary verification from carrier's agent and file a claim with the carrier for such damage or loss of goods from said damage. If Buyer finds short count or carrier will not honor claim and Buyer desires to file claim with Caudill Sprouting, such claim must be accompanied by signed acknowledgment by carrier's agent as well as all other documents necessary for a claim with public carriers and be received by Caudill Sprouting's main office in Louisville, KY within ten (10) days after unloading shipment. Without proper documentation or timely submission of claim, Caudill Sprouting reserves the right to refuse such claims.

INSPECTION; ACCEPTANCE; REJECTION: All goods tendered shall be inspected by Buyer within ten (10) days after receipt and, unless a notice of rejections has been sent by Buyer to Caudill Sprouting within such ten day period, Buyer shall be deemed to have irrevocably accepted the goods. Goods which are rejected or the subject of any claim be promptly set aside by Buyer in safe storage for inspection by Caudill Sprouting. Caudill Sprouting's LIABILITY, IF ANY, INCLUDING CLAIMS FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, SHALL BE LIMITED TO EITHER THE REPLACEMENT OF THE GOODS OR THE RETURN OF THE PURCHASE PRICE PAID, AT Caudill Sprouting's OPTION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Buyer shall not deduct from the price the amount of any claim unless Caudill Sprouting allows such claim in writing.

WARRANTIES: Caudill Sprouting warrants that the goods sold hereunder are of merchantable quality and that Caudill Sprouting can convey the title to the goods free of any security interest or other lien. Buyer agrees to hold Caudill Sprouting harmless against any claims of infringement of any U.S. patent, trademark, or copyright on the goods arising from compliance by Caudill Sprouting with specifications furnished by Buyer. Caudill Sprouting further warrants that the goods are fit for ordinary purposes only. Caudill Sprouting MAKES NO WARRANTY AS TO THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE OR THE RESULTS TO BE OBTAINED FROM THEIR USE BY BUYER EITHER ALONE OR IN COMBINATION WITH OTHER SUBSTANCES. CAUDILL SPROUTING MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS.

CHOICE OF LAW AND VENUE: The parties hereto specifically agree that any and all claims litigated under this Credit Agreement shall be governed by the laws of the Commonwealth of Kentucky and in a court of competent jurisdiction in Jefferson County, Kentucky.

SEED PURCHASES Caudill Sprouting warrants to the extent of the purchase price only that seeds are as described on the invoice, the bag, and/or the tag attached thereto within recognized tolerances Caudill Sprouting gives no other warranty, expressed or implied, of the merchantability or fitness of the seeds for any particular purpose; nor any other warranty against loss of yield due to any cause, including environmental conditions, disease, insects, water condition, soil conditions. Caudill Sprouting shall not be liable for incidental or consequential damages. Caudill Sprouting recommends that a five (5) pound sample of all seed be tested by the Buyer in similar conditions to those for which the seed will be used.

STORAGE: Buyer understands they are responsible for storage of raw agricultural product purchased in a manner that is suitable for the specific agricultural product. If specific instructions are needed, Buyer may write for specific instructions at 1402 West Main Street, Suite B, Louisville, KY 40203-1328 on that specific commodity and Caudill Sprouting will send, in writing, specific instructions regarding that specific commodity to Buyer.