



Kugler Company
 PO Box 1748
 McCook, NE 69001-1748
 308-345-2280 • 308-345-7756 fax

Credit Application and Agreement

Date: _____

Type of Organization: Individual Partnership Corporation

Name: _____

Mailing Address: _____
Street City State Zip

Physical Address: _____
Street City State Zip

Telephone Number: _____ Fed ID/SSN: _____

Fax Number: _____ County: _____

Email Address: _____

IF PARTNERSHIP OR CORPORATION PLEASE FILL OUT THIS SECTION

Officers' or Partners Names	Official Title	Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Parent Company's Home Address: _____
Street City State Zip

Statement to be mailed to: _____
Street City State Zip

Incorporated in the state of _____ Date: _____ Number of Years in Business: _____

BANK REFERENCE

Name of Bank: _____ Type of Account Checking Savings Loan
 (Please check all that apply)

Address: _____
Street City State Zip

Telephone: _____ Officer's Name: _____

Number of years banking experience with this bank: _____

CREDIT REFERENCES (Suppliers, Loan Companies, etc.)

Name	Complete Address	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Purchase Order Numbers Needed? _____

Who is authorized to order/charge? _____

Credit limit request? _____
 (Based on credit limit more information may be required.)

(Please read and sign on the reverse side.)

**Kugler Oil Company
Credit Terms and Disclosure Statement**

Federal and State laws require that any firm's credit terms be disclosed to customers whether or not customers plan to use such terms. Under these laws, sales on open account are classified as credit sales and Kugler Oil Company is required to qualify such accounts and make appropriate terms disclosures. Please read the following Information carefully. If you have any questions, your Kugler Representative or our credit department will be happy to answer them.

1. Cash payment in full is required at, or prior to, delivery of products, unless you have established a credit account with Kugler Oil Company.
2. Purchases on credit. Account must be paid as described on the Invoices which set forth the principal balance for purchases made and the date that said principal balance is due ("Net Due Date"). You agree to pay Kugler Oil Company the principal balance, in full, on or before the Net Due Date specified on the Invoice.
3. You may establish a credit account with Kugler Oil Company by providing sufficient business and/or personal information and references to Kugler Oil Company, in order that Kugler Oil Company's Credit Department can establish credit for you. Sufficient Information can usually be provided by a completed customer profile, including signature, and your most recent Financial Statement, but Kugler Oil Company reserves the right to request additional information. Kugler Oil Company also reserves the right to refuse to extend credit to any customer whose financial information is unacceptable, at the sole discretion of Kugler Oil Company.
4. Any accounts not paid by the net due date will be considered past due. Kugler Oil Company reserves the right to withdraw the privilege of purchasing on account by any customer whose account is past due.
5. Any past due amount is subject to finance charges. A finance charge shall accrue after said Net Due Date at the rate of eighteen percent (18%) per annum on the unpaid principal balance (but not in excess of the maximum rate allowed by the laws of the State of applicant's business address shown on the customer profile/credit application or any other law deemed application in limitation of such maximum rate). Any payments made by you shall be first applied to the Invoice(s) designated by you, or, in the absence of your designation, first to the longest past due Invoice. Any payments received by Kugler Oil Company can be first applied to cost of collection activities, then to unpaid finance charges, and finally to principal balances solely at Kugler Oil Company discretion.
6. Kugler Oil Company will provide you an Invoice for each purchase. The Invoice is the primary sales document and you will be expected to pay within the terms set forth on said Invoice. Failure by Kugler Oil Company to provide any such Invoice shall not affect your obligation to render timely payment. Kugler Oil Company will also provide you a monthly statement of account detailing current-month transactions.
7. If any unpaid balance is referred to an attorney for collection, customers will be liable for attorney fees or collection agency fees and any other costs Incurred in collecting a past-due account.
8. The conditions and terms of sale as set forth on all Invoices will constitute terms of sale notwithstanding any oral representations to the contrary made by the Seller or the Seller's Representatives.
9. Buyer is responsible for use of all goods according to the label recommendations for said product. Failure of the Buyer or user to follow label instructions may result in civil or criminal penalties.
10. This agreement is governed by the laws of the State of Nebraska.
11. The Buyer hereby certifies that all items, except as indicated at time of purchase, are purchased for use of consumption in connection with the production of horticultural or agricultural products as a business enterprise and agrees to reimburse Kugler Oil Company the Sales Tax, or any other tax or penalty incurred by Kugler Oil Company as a result of buyers use or consumption contrary to the representations herein. Illegal use of Sales Tax Exemptions may subject person or penalties.
12. Kugler Oil Company may, at any time, include or add to the price, all taxes, excises or other charges imposed by law or incident to the production, transportation, sale or use of the goods.
13. In support of this application, Kugler Oil Company or any credit bureau or investigating agency employed, is hereby authorized to obtain credit and financial information from my/our bank and credit accounts and verify my employment. All financial information will be held confidential and used only for consideration of this application.
14. EXCEPT AS STATED, ALL PRODUCT IS SOLD AS IS. KUGLER OIL COMPANY MAKES NO OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESSED OR IMPLIED WARRANTY EXCEPT AS STATED HEREIN. BUYER AND USER AGREE THAT SELLER'S LIABILITY FOR DAMAGES AND REMEDIES ARISING FROM ANY CLAIM SHALL BE LIMITED TO THE AMOUNT NOT EXCEEDING THE PURCHASE PRICE PAID FOR A PARTICULAR PRODUCT WITH RESPECT TO WHICH, SUCH DAMAGES ARE CLAIMED. WRITTEN NOTICE OF ANY CLAIM FOR FAILURE OF PRODUCT TO MEET ACCEPTABLE SPECIFICATIONS MUST BE FILED WITH KUGLER OIL COMPANY WITHIN TEN DAYS OF DISCOVERY BY THE BUYER, FAILING WHICH, BUYER WILL WAIVE ANY CLAIM FOR DAMAGES. BUYER AND USER, AS A CONDITION OF SALE OR USE, ASSUME RESPONSIBILITY ARISING OUT OF HANDLING OR USE OF ALL GOODS PURCHASED. NO PERSON IS AUTHORIZED TO VARY OR WAIVE ANY TERMS OR CONDITIONS OF THIS AGREEMENT WITHOUT WRITTEN ACCEPTANCE BY OR ON BEHALF OF KUGLER OIL COMPANY.
15. Any provision of this agreement which may prove invalid or unenforceable under any law, rule or regulation of any government agency, federal, state or local, will not affect the validity of enforceability of any other provision in this agreement.
16. The seller may amend the terms of this agreement by communication the proposed amendment to you in writing at least 10 days prior to the effective date of the proposed modification. Deposit of such notice in the United States mail, postage prepaid, shall be deemed communication for purpose of this paragraph.
17. A photo or facsimile copy of this agreement may be deemed to be equivalent of the original and may be used as a duplicate original.

Business Name: _____

Signature: _____

Date: _____

Title: _____

Kugler Oil Company

AUTHORIZATION FOR RELEASE OF INFORMATION

CUSTOMER:

TAX ID #

TAX ID #

TAX ID #

ADDRESS:

CITY/ST/ZIP CODE:

I/We have applied or have an existing account with Kugler Oil Company ("Kugler") for the purpose of purchasing of fertilizer and other crop input products.

To facilitate Kugler's decisions on my/our present or future application(s) and/or servicing request, I/we here agree that:

1. Kugler is authorized to make credit checks or inquiries concerning my/our creditworthiness, standing credit capacity, character, general reputation, personal characteristics, any matters relating to assets, liabilities, and references;
2. Creditors, including but not limited to credit reporting agencies, state and national banks, Farm Credit System institutions, the Rural Economic and Community Development (RECD), Small Business Administration, insurance companies, and others, are hereby authorized to disclose to Kugler any information relative to any of my/our loans, accounts, purchases, or other financial transactions, production or marketing information, or other pertinent information, whether past, present, or future, with them;
3. The Consolidated Farm Service Agency (CFSA), the Natural Resources Conservation Service (NRCS), and other local, county, state, and federal agencies are authorized to make available government program payment information, and other pertinent data covering any real estate owned, rented, operated, and/or optioned by me/us;
4. Kugler is authorized to share with credit reporting agencies and creditors doing business or who may do business with me/us any information regarding any extension(s) of credit or loan servicing actions(s) and my/our general history; and
5. Photocopies of this authorization may be presented to and relied upon by my/our creditors, local county, state, and federal agencies, and others as evidenced of my/our authorization to release information to Kugler.

I/We hereby release and agree to save and hold lender(s) and other persons named herein and their directors, officers, employees, and agents harmless from any liability which might arise at any time from the release of this information. I/We further understand and agree that Kugler, by requesting this authorization, or by receiving any credit application, has not committed to issue credit in any amount based upon such application or this authorization, and any commitment to provide credit shall be in the sole discretion of Kugler on such terms as they may advise.

Signatures:
