

The Andersons, Inc.



AND ITS RELATED BUSINESSES
 1947 Briarfield Blvd * PO Box 119
 Maumee, OH 43537-0119
 Phone: 419-893-5050 ; Fax: 419-897-6767
 e-mail: credit@andersonsinc.com

For Salesrep use only
Location/Salesrep:
A/R#:

COMMERCIAL CREDIT APPLICATION

APPLICANT INFORMATION	Applicant name:						Date:	
	Principal:				SSN/FEID:			
	Principal:				SSN/FEID:			
	Billing address:						Years in business:	
	City:		County:		State:		Zip:	
	Phone # :		Fax #:		Principal's cell #:			
	e-mail address:				Line of business:			
	Type of organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership <input type="checkbox"/> LLC Other: _____							
	Requested Credit Limit: \$ _____				Applicant is responsible for reporting tonnage tax and paying all inspection fees to the applicable state(s). Please provide license number(s) for each state.			
	For credit limits in excess of \$100,000, please attach your most recently audited financial statement (if available).							
	Annual Sales: _____		Gross Profit: _____		Net Income: _____		Year-Ended: _____	
	Current Assets: _____		Fixed Assets: _____		Other Assets: _____		Total Assets: _____	
Current Liab: _____		LT Liab: _____		Equity/Net Worth: _____		Liab & Equity: _____		
Dairy/Feedlot/Swine				Will purchases be exempt from sales tax? <input type="checkbox"/> Yes				
Head owned: _____ Contracted: _____ Custom: _____				Please provide exemption certificate. <input type="checkbox"/> No				
Has applicant or any principal of applicant ever filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date filed, where & case number: _____								
Is applicant or any principal of applicant involved as a defendant in any lawsuit or other disputes? <input type="checkbox"/> Yes <input type="checkbox"/> No								
Indicate court & case number: _____								

TRADE REFERENCES	Name:		Name:		Name:	
	City/ST/Zip:		City/ST/Zip:		City/ST/Zip:	
	Account #:		Account #:		Account #:	
	Phone #:		Phone #:		Phone #:	
	email / Fax#:		email / Fax#:		email / Fax#:	

BANK REFERENCES	Institution name:		Institution name:		Institution name:	
	Address:		Address:		Address:	
	City/ST/Zip:		City/ST/Zip:		City/ST/Zip:	
	Account #:		Account #:		Account #:	
	Phone #:		Phone #:		Phone #:	
	email / Fax#:		email / Fax#:		email / Fax#:	



TERMS & CONDITIONS



This application, along with these credit terms and conditions, financial statements and other documents (Documents) are submitted by Applicant to The Andersons, Inc. and its related businesses whether wholly-owned or in which The Andersons, Inc. has an ownership interest (Andersons) for the sole purpose of obtaining credit from Andersons. Upon approval of Applicant's credit, the documents set forth the entire agreement between Applicant and Andersons regarding the matters described herein and supersede all prior oral or written agreement in respect thereof. In the event that a sale was to an applicant in reliance on any misrepresentation made by such applicant, the amount owing from such sale is due immediately upon demand.

If credit is extended to Applicant, Applicant may be required to periodically furnish to Andersons current financial statements that are in reasonable detail and certified as true and accurate on the date submitted by Applicant.

Applicant hereby consents to Andersons' use of non-business consumer credit on the Applicant, if Applicant is sole proprietorship, in order to further evaluate the credit worthiness of the Applicant as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit. Applicant hereby authorizes Andersons to utilize a consumer credit on the Applicant from time to time in connection with the extension or continuation of the business credit represented by this credit application. Applicant as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Fair Credit Reporting Act as contained in 15 U.S.C Sec 1681 et seq.

No discounts are to be taken by Applicant on any invoice without prior written authorization of Andersons.

Invoice terms are as stated on all invoices and lease agreements.

Accounts become delinquent when not paid within invoice terms. Delinquency charges/rate are stated on all invoices and/or in lease agreements. In no event shall the rate exceed the maximum amount permitted under applicable law. The charges will be computed according to Applicant's delinquent balance and automatically added to the monthly statement. If no delinquency rate is stated on invoice or in lease agreement, the annual delinquency rate shall be 18%.

Applicant agrees that venue shall be determined by Andersons.

Andersons reserves the right to revoke or suspend Applicant's credit privileges at Andersons' sole discretion.

Credit will be terminated for accounts not active for two (2) years. At Andersons' sole discretion, failure to pay any invoice when due may result, in Andersons' exercise of its remedies of default under a lease agreement or in the termination of said credit with any and all moneys outstanding, whether due or not, payable upon demand of Andersons.

Any check, money orders, instruments tendered to Andersons in full satisfaction of any disputed debts, shall be sent to: The Andersons, Inc., Treasury Department - Accounts Settlement, PO Box 119, Maumee, OH 43537. No endorsement or statement on any check or any letter accompanying any check shall be deemed binding on Andersons or deemed an accord and satisfaction. Andersons may accept a check or payment from Applicant without prejudice to Andersons' right to recover the balance of any amounts owing by Applicant, and without limitation on Andersons' right to pursue each and every remedy existing at law, in equity, by state or otherwise. Your account may be charged a fee plus delinquency fee for processing each returned check or returned EFT draft.

Acceptance of any performance by Andersons, after breach of these terms or any amended terms by Applicant, shall not act as a waiver of any rights or remedies to which Andersons would otherwise be entitled as a result of such breach.

At Andersons' option, if Applicant's account becomes delinquent, Andersons shall have the right, immediately and without further notice to Applicants, to off-set against Applicant's account, all amounts owed to Applicant by Andersons in any capacity.

The respective rights, obligations and liabilities of Applicant's successors and assigners. Applicant shall give Andersons prompt notice of any change in Applicant's form of structure.

Applicant will be responsible for reporting tonnage and paying all inspection fees to the applicable state(s) agencies of products sold to/purchased from Andersons and distributed in, or within the state(s). It is understood that this does not change any other tonnage reporting and inspection fee payment obligations of the Applicant. It is also understood that the Applicant is required to maintain current registrations status with the applicable state(s) agencies and to submit a tonnage report and pay appropriate inspection fees to the applicable state(s) agencies.

Whether signed manually below or signed by electronic means, Applicant hereby certifies that the information given on the application is true to the best of Applicant's knowledge. Applicant authorizes release of all relevant information to Andersons, including, but not limited to account information, including open grain contracts and deliveries, financial disclosures, financial institution accounts, credit reports, or other similar credit resources. Applicant acknowledges Andersons is relying on the financial and other information provided by Applicant herein, in making its decision on whether to extend credit to Applicant. Also, Applicant certifies that the credit will be used for commercial purpose only, and not for private, individual purposes. Applicant acknowledges that the above terms represent contractual obligations to Applicant and Applicant agrees to pay the delinquency charges and the terms contained herein, and further agrees to pay all costs of collection, including but not limited to, reasonable attorney fees, court costs,

PLEASE PROVIDE A SALES TAX EXEMPT CERTIFICATE, OTHERWISE ALL PURCHASES WILL BE CHARGED APPLICABLE SALES TAX.

[Redacted box for business name]

APPLICANT BUSINESS NAME (PRINT OR TYPE)

[Redacted box for signature and title]

TYPE OR PRINT NAME OF AUTHORIZED SIGNATURE AND TITLE

[Redacted box for signature and title]

AUTHORIZED SIGNATURE AND TITLE

The undersigned, to induce the granting of credit to the applicant, hereby personally guarantees full payment of all present and future indebtedness of the applicant. This guaranty is absolute and unconditional and shall remain in effect until revoked by the undersigned by notice in writing to Creditor.

[Redacted box for date]

DATE



The Andersons, Inc.

AND ITS RELATED BUSINESSES

PO Box 119

Maumee, OH 43537

419-893-5050 * Fax 419-897-6767

e-mail: credit@andersonsinc.com

Division
A/R#

CUSTOMER AUTHORIZATION TO DEBIT

Customer Name:

The Customer agrees to the ACH Debit method for payment. The Andersons, Inc. and its related businesses will initiate such debits by ACH Debit out of the Customer's bank account at the financial institution specified below. Please note the Customer will be notified in advance of any such debit.

Institution name:		
Address:		
City:	ST:	Zip:
ABA Routing/Transit Number: (9 digit)		
Account number:		
Account Type (check one) Checking <input type="checkbox"/> Savings <input type="checkbox"/>		
Bank contact name:	Bank contact phone number:	

Client contact:	
Client phone:	Client e-mail address:

Authorized signature (must be an authorized signatory on account listed)	
Signature	
Title:	Date:

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of Customer and until The Andersons, Inc. and its related businesses have received such notice and have reasonable time to act upon such notice.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.