

# 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: <b>DDG</b>
A/R#:

## COMMERCIAL CREDIT APPLICATION

<b>APPLICANT INFORMATION</b>	Applicant name:						Date:	
	Principal:				SSN/FEID:			
	Principal:				SSN/FEID:			
	Billing address:						Yrs 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: _____							
	Will your purchases be exempt from sales tax? <input type="checkbox"/> Yes <input type="checkbox"/> No Please provide exemption certificate.				Applicant is responsible to complete tonnage tax license number(s) form. Tonnage tax will be charged if form is not provided.			
	Requested Credit Limit: \$ _____ If credit limit requested is in excess of \$50,000, please attach copy of your most recent annual financial statement. All information is kept confidential.							
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: _____								

<b>TRADE REFERENCES</b>	Name:	Name:	Name:
	Address:	Address:	Address:
	City/ST/Zip:	City/ST/Zip:	City/ST/Zip:
	Account #:	Account #:	Account #:
	Phone #:	Phone #:	Phone #:
	Fax#:	Fax#:	Fax#:

<b>BANK REFERENCES</b>	Institution name:	Institution name:	Institution name:
	Address:	Address:	Address:
	City/ST/Zip:	City/ST/Zip:	City/ST/Zip:
	Account #:	Account #:	Account #:
	Phone #:	Phone #:	Phone #:
	Fax#:	Fax#:	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 monies 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 assigns. 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, restocking charges up to 10%, if applicable, and other associated costs.

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

<input type="text"/>	
<b>APPLICANT BUSINESS NAME ( PRINT OR TYPE )</b>	
<input type="text"/>	
<b>TYPE OR PRINT NAME OF AUTHORIZED SIGNATURE AND TITLE</b>	
<input type="text"/>	<input type="text"/>
<b>AUTHORIZED SIGNATURE AND TITLE</b>	<b>DATE</b>



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# 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.

Bank 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:	

Customer contact:	
Customer phone:	Customer e-mail address:

<b>Authorized signature (must be an authorized signatory on account listed)</b>	
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.