



Customer ID: _____

P. O. BOX 119, MAUMEE, OHIO 43537

Customer/Legal Entity Farm Information

Legal Entity / Farm Name: _____

Name of Representative: _____ Cell Phone #: _____

Name of Spouse: _____ Home Phone #: _____

Address: _____ Business Phone #: _____

_____ Fax #: _____

_____ Email Address: _____

CUSTOMER FLEX AGREEMENT

1. Customer and The Andersons Inc. ("Andersons") warrant and agree that all contracts and their amendments (collectively, "Contracts") are cash contracts for the delivery of agricultural products. All Contracts will be governed by the Standard Purchase Contract Terms on the reverse side of each Purchase Contract and Confirmation, along with applicable Grain Trade Rules of the National Grain and Feed Association, as amended from time to time ("NGFA Grain Trade Rules"), and this Customer Flex Agreement ("Agreement").

2. Both parties agree: **(A) CONTRACTS ARE MADE IN ACCORDANCE WITH THE APPLICABLE NGFA GRAIN TRADE RULES (A COPY WILL BE SUPPLIED UPON REQUEST) EXCEPT AS MODIFIED BY IN THE CONTRACTS, AND (B) ANY DISPUTES OR CONTROVERSIES ARISING OUT OF CONTRACTS SHALL BE ARBITRATED BY THE NATIONAL GRAIN AND FEED ASSOCIATION, PURSUANT TO ITS ARBITRATION RULES. THE DECISION AND AWARD DETERMINED THROUGH SUCH ARBITRATION SHALL BE FINAL AND BINDING UPON THE BUYER AND SELLER. JUDGMENT UPON THE ARBITRATION AWARD MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.**

3. Customer acknowledges Customer's obligation to fully perform all of Customer's obligations on such Contracts. Customer acknowledges that Andersons has the right, but no responsibility or obligation, to limit size or nature of Contracts which Customer may enter into, and keep open with Andersons at any time for any reason. Allowance of any Contracts at any time does not constitute precedent or implicit approval for any future Contracts.

4. Customer acknowledges that all regulated market positions entered into by Andersons as a result of any Contracts are solely for the account of Andersons and shall belong solely to Andersons. Customer further acknowledges that such regulated market positions are used by Andersons to manage its market risk associated with its overall cash grain marketing programs. Andersons shall have sole discretion to determine when such regulated market positions should be placed or closed out in connection with any risk management function for Contracts.

5. Customer warrants that Customer does not intend to enter into Contracts for speculative purposes.

6. Customer acknowledges that Customer enters into Contracts based upon Customer's own knowledge and judgment. **Customer acknowledges that Contracts involve financial risks which Customer will independently evaluate prior to execution of any Contracts. Customer accepts all financial consequences of Contracts.**

7. Customer acknowledges that any information or opinion communicated to Customer by Andersons, although based on information obtained from sources believed to be reliable, may be incomplete and unverified. Andersons makes no representation, warranty or guarantee as to the accuracy of such information or opinion. Andersons does not act in a fiduciary capacity with regard to relationship with Customer under this Agreement. Customer further acknowledges that information provided to Customer as to particular Contracts may differ among Andersons' personnel due to diversity in analysis of fundamental and technical factors affecting Contracts.

8. Customer acknowledges that all amendments to Contracts utilized by Customer are part of the ultimate formula pricing mechanism for the underlying contractual delivery obligation. Andersons will deduct any dollars owed it by Customer from the settlement for the first load(s) delivered. Andersons will pay Customer any balance due when Customer has completed performance on any Contracts.

9. Andersons shall not be responsible for any losses to Customer occasioned by delays or inaccuracies in the transmission of orders due to failure or malfunctioning of communication facilities.

10. Customer acknowledges that Customer has the obligation to inform Andersons whenever there are material changes in delivery capability, financial condition, or business structure that affect Customer's ability to perform Customer's obligations under Contracts. The respective rights, obligations, and liabilities of Customer are binding on Customer's heirs, personal representatives, successors, and assigns.

11. If any provisions herein are or should become inconsistent with any present or future law, rule or regulation of any government or regulatory body having jurisdiction over the subject matter of this Agreement, such provisions shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.

12. Contracts and this Agreement represent the entire Agreement between Andersons and Customer. This Agreement may be altered or amended by Andersons from time to time. No employee of Andersons has any authority to waive, modify or alter in any respect any of the terms of this Agreement and no supplemental or special understanding shall be binding upon Andersons unless consented to in writing by the Vice President or President, Grain Division.

13. Unless otherwise agreed to in writing by Andersons, any amendment to Contracts may not be initiated until Andersons has received the original signed Purchase Contract and Confirmation. Customer need not provide Andersons with written Confirmation of amendments to Contracts. Any discrepancies or errors in such amendments must be communicated to Andersons by Customer in writing or by phone confirmed in writing within 24 hours of Customer's receipt of amendment confirmation.

14. Customer acknowledges that Customer entering into cash grain forward contracts involves an extension of credit by Andersons to Customer. Customer agrees that this extension of credit is governed by the Terms and Conditions attached as Exhibit A to this Agreement.

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

By signing this agreement, the undersigned (if customer is a legal entity) verifies the correctness of form of entity as well as verifying authority to sign on behalf of the entity.

Legal Entity: Individual Partnership* Corporation* Ltd. Liability Co.* Trust
 Joint Account Limited Partnership

*Please provide copy of organizational documents/resolutions

Are, or have you or the legal entity ever been subject to federal or state bankruptcy proceeding, receivership or similar actions, voluntary or involuntary? No Yes If yes, briefly describe:

Are, or have you or the legal entity ever been in a legal dispute or involved in arbitration proceedings as a result of your grain trading activities? No Yes If yes, briefly describe:

Date

Customer/Legal Entity Name (Print)

Name of Representative (Print)

Signature, As Owner/Officer Title

Signature, As Individual

EXHIBIT A
CREDIT TERMS AND CONDITIONS

1. Upon approval of Customer's credit, the documents set forth the entire agreement between Customer and Andersons regarding the matters described herein and therein, and supersede all prior oral or written agreement in respect thereof. If credit is extended to Customer, Customer 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 Customer.
 2. Customer hereby consents to Andersons' use of non-business consumer credit report on the Customer, if Customer is a sole proprietorship, in order to further evaluate the credit worthiness of the Customer as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit. Customer hereby authorizes Andersons to utilize a consumer credit report on the Customer and to contact such banks, financial institutions, credit agencies, Farm Service Agency offices, applicable state agencies, and other credit references from time to time in connection with the extension or continuation of the business credit represented by this credit application. Customer 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.
 3. Invoice terms as stated on all invoices.
 4. Accounts become delinquent when not paid within invoice terms. Delinquency charges/rates are stated on all invoices and/or lease agreements. In no event shall the rate exceed the maximum amount permitted under applicable law. The charges will be computed according to Customer's delinquent balance and automatically added to the monthly statement. If no delinquency rate is stated on the invoice, the annual rate shall be eighteen percent (18%).
 5. Customer agrees that venue shall be determined by Andersons.
 6. Andersons reserves the right to revoke or suspend Customer's credit privileges at Andersons' sole discretion.
 7. Credit will be terminated for accounts not active for two (2) consecutive years. Failure to pay any invoice when due may result, at Andersons' sole discretion, in the termination of said credit with any and all moneys outstanding, whether due or not, payable upon demand of Andersons.
 8. 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, 1947 Briarfield Blvd., P.O. 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 Customer without prejudice to Andersons' right to recover the balance of any amounts owing by Customer, 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.
 9. Acceptance of any performance of Andersons, after breach of these terms or any amended terms by Customer, shall not act as a waiver of any rights or remedies to which Andersons would otherwise be entitled as a result of such breach.
 10. At Anderson's option, if Customer's account becomes delinquent, Andersons shall have the right, immediately and without further notice to Customer, to set off against Customer's account, all amounts owed to Customer by Andersons in any capacity.
 11. The respective rights, obligations and liabilities of Customer are binding on Customer's heirs, personal representatives, successors and assigns.
 12. Customer shall give Andersons prompt notice of any change in Customer's form or structure.
-



The Andersons, Inc.
 PO Box 119
 Maumee, OH 43537
 419-893-5050

Customer ID: _____

Marketing Information

Customer/Legal Entity Farm Information

Legal Entity / Farm Name: _____

Name of Representative: _____ Phone #: _____

Name of Spouse: _____ Home Phone #: _____

Address: _____ Business Phone #: _____

_____ Fax #: _____

_____ Email Address: _____

Owned Acres: _____

Rented Acres: _____

	CORN	BEANS	WHEAT	OATS	OTHER _____
Normal Acres Planted	_____	_____	_____	_____	_____
Irrigated Acres	_____	_____	_____	_____	_____
Average Yield (Bushels/Acre)	_____	_____	_____	_____	_____
Approx. Variable Cost of Production	_____	_____	_____	_____	_____

Please make note any additional production (i.e. Specialty crops/livestock)

Additional Customer/Legal Entity Farm Information

Grain Storage Capacity (in bushels):

Corn: _____
 Beans: _____
 Wheat: _____
 Oats: _____
 Other: _____

Crop Insurance:

<u>Coverage Type</u>	<u>% Coverage</u>	<u>Agent</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dryer Capacity (bph): _____

Cash Grain Marketing Experience

<input type="checkbox"/> Forward Contracts	Yrs <input type="text"/>	<input type="checkbox"/> Basis Contracts	Yrs <input type="text"/>
<input type="checkbox"/> Delayed/Deferred Price	<input type="text"/>	<input type="checkbox"/> Freedom Contracts	<input type="text"/>
<input type="checkbox"/> Hedged-to-Arrive Contracts	<input type="text"/>	<input type="checkbox"/> Option Features	<input type="text"/>
		<input type="checkbox"/> Other: _____	<input type="text"/>

Occupation Other Than Farming:

Employer Name: _____

Position: _____