



The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

PTUSA York, Nebraska
2941 N. Division Ave. York, NE 68467
ATTN: Erin Blum email: York-customersetup@ptusallc.com Phone: 402-268-0317

Legal Name: _____

Trade Name: _____ FEIN# or SS#: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Date Business Started: _____ Number of Employees: _____ Credit Requested: \$ _____

Business Form: [] Sole Proprietor [] Partnership [] Corporation [] LLP [] LLC [] Other _____

If interested in making payments via ACH please check: Yes _____ No _____

Has this company, its officers or principal owners ever declared bankruptcy of any kind? [] Yes [] No

Name of Principal Owner(s) or Parent Company (if a subsidiary):

Table with 3 columns: Name, Title, Ownership Percentage

Bank References:

Table with 5 columns: Bank Name, Bank Officer, Address, Phone No., Fax No. or Email

Bank Account Number: _____

Trade Credit References:

Table with 5 columns: Name, Contact, Address, Phone No., Fax No. or Email

Payment terms default to Net 7days. If requesting different terms, please note: _____

If requesting a credit limit greater than \$50,000 please complete below & attach a copy of your most recent audited financial statement

Table for financial information with columns for Current Assets, Fixed Assets, Other Assets, Total Assets, Net Income, Current Liabilities, Long Term Liabilities, Equity / Net Worth, Total Liabilities and Equity, and Gross Profit.

- The customer understands that the terms on which PTUSA York, Nebraska and/or affiliates (Creditor) grants credit are:
1. Normal terms of sale are cash upon receipt of invoice unless otherwise stated in the sales contract and identified on our invoice.
2. Interest charges will be assessed at 1.5% per month (18.0% per annum) on the unpaid balance after 30 days from the date of invoice unless otherwise stated in the sales contract. Applicant agrees to pay all cost of collection and litigation, in accordance with the laws of the Creditor's State of Incorporation.
3. The undersigned acknowledges the application is for the purpose of obtaining credit and the information is warranted to be true and complete. We hereby authorize Creditor to verify and collect information on us, including but not limited to commercial and/or consumer credit reports, bank references, and trade credit references. This information will be kept confidential by Creditor and will be used at Creditor's sole discretion, to evaluate the extension or continuation of credit. The undersigned hereby releases Creditor and any bank or lender of credit from any claims or causes of action that may arise as a result of information released or furnished to Creditor as part of this process.
4. All transactions are governed by Sales Contract General Terms and Conditions. Note General Terms and Conditions are attached and covered by signature below.

Guaranty

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.

Date: _____ Signed: _____ Name & Title: _____ Revised 7/16/2019

SALES CONTRACT GENERAL TERMS AND CONDITIONS

1. Quality. PTUSA York, LLC represents to the Purchaser listed on the reverse side of this Sales Contract (also referred to herein as "you") that all Power Cubes™ sold by PTUSA York, LLC under this contract will meet the following product specifications during the period covered by this Sales Contract:

Min. Dry matter	86%
Max. crude fiber	7%
Max. sulfur	0.7%
Min. crude protein	28%
Min. crude fat	8%

Product specifications are on an as received basis. It is acknowledged that weight of semi-bulk products may include packaging.

2. Resolving Quantity and Quality Issues. If you have any complaints or objections as to the quantity or quality of products delivered to you by PTUSA York, LLC pursuant to this contract, you must notify PTUSA York, LLC no later than 14 days after your receipt of the products for which you have a complaint or objection, and must make your test results and samples of these products available to PTUSA York, LLC for its own investigation. Any such notification must state with particularity the basis for the complaint or objection. If you fail to comply with the provisions of this Section 2, you will be deemed to have waived any complaint or objection to these products. Any underfills pursuant to this Sales Contract shall be resolved in accordance with National Grain and Feed Trade Rules. Any request by Purchaser to roll a delivery period forward may only be granted by PTUSA York, LLC, exercising its sole and complete discretion.
3. Title and Risk of Loss. Risk of loss with respect to products delivered hereunder will pass to you when delivered, and subject to the exercise of PTUSA York, LLC rights under NE-UCC-2-702, title will likewise pass to you upon delivery. If your action or inaction results in any loss or damage to the products during the delivery/receipt process prior to the title to and risk of loss passing to you, then you will be liable for such loss of or damage to the products that results from such action or inaction.
4. Payment Terms. PTUSA York, LLC will prepare and send you statements of your account from time to time during the period covered by this Sales Contract. Your payment shall be due as indicated on the statement. Any accounts which are not paid by the due date shall be subject to the assessment of finance charges at the rate of 1.5% per month from the date of the statement.
5. Taxes. The price indicated on this contract does not include any tax, duty, tariff, or charge assessed or imposed by any governmental authority, the payments of which, if any, shall remain your responsibility. All bulk shipments are intended for commercial food producing livestock production. Any sales tax liabilities incurred by use in hobby or pleasure animals or retail sales will be the responsibility of the purchaser.
6. Warranties. PTUSA York, LLC warrants that it possesses good and marketable title to all the products delivered by PTUSA York, LLC to you, and that all such products delivered are free from all liens and encumbrances. EXCEPT AS PROVIDED IN SECTION 1. PTUSA York, LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSES ARE KNOWN TO THE PARTIES.
7. Limitations of Liability and Waiver by Purchaser. Your exclusive remedy for all losses or damage resulting from delivery or receipt of products, including but not limited to a claim of breach of contract, negligence, or strict liability, is limited to the replacement value of the particular products for which any claim is proved. UNDER NO CIRCUMSTANCES WILL PTUSA York, LLC BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR OTHER BUSINESS INTERRUPTION DAMAGES WHATSOEVER. Purchaser having knowingly waived any and all rights to seek such damages as a condition of entering into this Sales Contract.
8. Force Majeure. Neither party will be responsible for or liable to the other party for any loss or damage resulting from or on account of any causes that are beyond the reasonable control of the party requesting to be excused from its performance hereunder (other than the payment of money, as to which this Section 8 is applicable), including any delay or failure to make or accept deliveries caused by or arising out of acts of God, the elements, acts or restrictions of civil or military authority, or any law, rule, order, or action, strikes or other labor disturbances, equipment or facility breakdown, or when facilities of production, manufacture, transportation or distribution that otherwise would be available to either party, are impaired by causes beyond such party's control, or failure or shortage of raw materials necessary to the manufacture of any products to be delivered hereunder.
- a. Inability to deliver product: specific circumstances: If PTUSA York, LLC is unable to deliver the products to you because of a cessation of production operations at PTUSA York, LLC plant for a period of time of 14 days or more, then, at the option of Purchaser, the rights and obligations under this Sales Contract shall be i) rolled forward to accommodate a later delivery period, or ii) fulfilled by PTUSA York, LLC by cash settling relative to the cost of reasonable replacement product at the same delivery point.
9. Representations of Purchaser. You represent that you are not insolvent and that you are able to perform your obligations under this Sales Contract. If your payments to PTUSA York, LLC are in arrears or your financial responsibility has become impaired or unsatisfactory in PTUSA York, LLC reasonable judgement, then PTUSA York, LLC may demand adequate assurance of due performance and you must provide security of such nature and amount as is acceptable to PTUSA York, LLC (including, but not limited to, advance cash payment or letter of credit issued by a financial institution acceptable to PTUSA York, LLC), and deliveries may be withheld by PTUSA York, LLC until such payment or other security is received. You further represent that you are a "merchant" pursuant to NE-UCC-2-104, and the transaction(s) contemplated in this Sales Contract are "between merchants" pursuant to NE-UCC-2-104. If you have any objection to the provisions of this contract, you must notify PTUSA York, LLC immediately, but in no event later than 48 hours after receipt.
10. Binding Arbitration. Any controversy or dispute arising out of the performance of or in relation to this Sales Contract shall be resolved by binding arbitration to be conducted by the National Grain and Feed Association ("NGFA") or its designee pursuant to the NGFA Arbitration Rules. PROVIDED HOWEVER, this Section shall not be construed to prohibit PTUSA York, LLC from filing suit in York County, Nebraska District Court or any other court with jurisdiction over the parties seeking a judgment for unpaid amounts due hereunder, Judgement may be entered upon any arbitration award in any court of competent jurisdiction.
11. NGFA Trade Rules. To the extent not inconsistent with the provisions herein, this contract is subject to the Trade Rules of the National Grain and Feed Association, which are incorporated herein by reference.
12. Choice of Law. Except as provided in Section 10 and 11, this contract, and all the rights, obligations, and duties arising hereunder, and all disputes that may arise hereunder, will be construed in accordance with, and governed by, the laws of the State of Kansas, without giving effect to the conflict of law's provisions thereof.
13. Default. In the event of default hereunder, or termination of this contract, either party may pursue any remedy allowed by law and will be entitled to collect reasonable attorney's fees, and collect interest on amounts due, to the extent allowable by law.
14. Confidential Information. The terms of this contract are deemed confidential information hereunder and may not be disclosed to any other person or entity without the consent of PTUSA York, LLC, although this provision shall not prohibit disclosure by Purchaser to Purchaser's attorneys, accountants, and tax preparers solely for the purpose of rendering services to Purchaser.
15. Assignments. The rights, obligations and liabilities of each party are not assignable without the prior written consent of the other party.
16. Entire Agreement. The terms expressed herein are the entire contract between the parties. No modification will occur by the acknowledgement or acceptance of purchase orders, sales confirmation sheets or similar documents containing different terms and conditions.
17. Security Interest. To secure the payment of goods supplied by PTUSA York, LLC, you hereby grant a purchase money security interest in said goods and to any proceeds from the sale of said goods. You consent to PTUSA York, LLC sending a legal PMSI notice to your affected secured creditors, and you agree to provide the name and address of said creditors.