



R.A. DAVIS COMMODITIES, LLC
 P.O. BOX 668
 CLOVIS, CA 93613
 Phone: 559-490-4500 Fax: 559-490-7500
CREDIT APPLICATION

XX-

For internal use only Customer No. _____
Dairy - Salesperson _____

Business Name: _____ DBA (if used) _____

Legal Entity [] Sole Proprietorship [] Partnership General Limited [] Trust - *type*: _____
 [] Corporation - *state of*: _____ [] LLC - *state of*: _____

State Tax ID _____ Federal Tax ID _____

Mailing Address _____
Street City State Zip

Shipping Address _____
Street City State Zip

Telephone Office: _____ Fax: _____
 Mobile: _____ Mobile: _____

Owners/Principals

Name(s)	Title(s)	Home Address	City / State / Zip	Date of Brith	SSN

Has Company, Partner, Owner filed Bankruptcy in last 7 years? () No () Yes

Business Information

Dairy is [] Owned [] Leased Acres Owned / Leased _____ Acres Farmed _____
 Total Herd Size _____ Milking _____ Heifers _____ Quota _____ Annual Production _____
 Annual Gross Income \$ _____ Number of employees _____ Number of years in business _____

Credit Information

Primary Dairy Lender _____ Approximate Balance owed \$ _____
 Total Credit Line Available \$ _____

Bank Name _____ Bank Contact _____
 (If different)
 Address _____ Bank Telephone _____
 Checking Acct # _____ Approximate Checking Balance \$ _____
 Loan Acct # _____

Trade References

(Feed References only please)

Business name	Contact	Phone Number	Address

For the purpose of procuring and establishing credit from time to time with R.A. Davis Commodities, LLC, the Undersigned applicant(s) for credit, or any or either of them, or otherwise, (collectively referred to herein as "Customer") agrees to be bound by the terms and conditions hereinafter set forth. The applicant(s) represent that the information set forth in this credit application is true and accurate. The undersigned Applicants for credit authorize R.A. Davis Commodities, LLC to contact for further information any and all bank, trade and other references, whether listed or not.

The Undersigned Individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Terms and conditions

- 1 Terms of Payment. All sales made by R.A. Davis Commodities, LLC to Customer are due upon delivery except for sales on accounts, which have established a credit relationship with R.A. Davis Commodities, LLC. Credit sales are due and payable in full by the due date according to the terms of sale specified on the invoice. No terms or conditions of sale different from R.A. Davis Commodities, LLC terms of sale will become part of any agreement unless approved in writing by R.A. Davis Commodities, LLC.
- 2 A finance charge of 1 1/2 percent per month (18.0% per annum) or the highest amount permitted by law may be assessed against outstanding account balances. For those accounts, which incur finance charges, payments or credits may be applied first to finance charges and then to outstanding invoice balances at the discretion of R.A. Davis Commodities, LLC.
- 3 Accounts that are 60 days past due may be changed to COD until the account is brought current.
- 4 Customer agrees to pay all legal expenses, including court costs and attorneys fees, incurred in collection of all past due invoices and other balances on the account.
- 5 R.A. Davis Commodities, LLC has the right to reduce the Credit Limit and/or withdraw Customer credit under this Agreements at any time without prior notice, except as otherwise provided by law. R.A. Davis Commodities, LLC reserves the right to revoke credit or demand full payment if Customer fails to pay when due, or if in the sole discretion of R.A. Davis Commodities, LLC, there has been an adverse change in the Customer's financial condition. Thereupon, R.A. Davis Commodities, LLC shall have the right to demand payment or other assurance, which it deems accurate. Default by Customer under this or any agreement between Customer and R.A. Davis Commodities, LLC shall be default under this agreement. R.A. Davis Commodities, LLC does not waive its rights by accepting
- 6 No goods may be returned without prior written authorization by R.A. Davis Commodities, LLC and the original invoice. Claims must be made on receipt of goods. No goods shall be returned or allowances made after product becomes unsaleable.
- 7 Official sampling and analysis at time of shipment to govern, unless otherwise specifically stated in contract. Official carrier's weight certificates shall govern, unless otherwise stated herein.
- 8 All prices subject to change without notice.
- 9 Any tax or other governmental charge levied or imposed by federal, state or local authorities upon the production, sale or shipment of the goods covered by this agreement, shall be added to the invoice and shall be paid by the Customer.
- 10 R.A. Davis Commodities, LLC is not responsible for non-delivery or delay of delivery caused by strikes, fire, floods, droughts, accidents, war, earthquakes, insurrections, lockouts, breakdown of machinery, railroad embargoes or any other contingency on overland railroads, failure of suppliers to furnish materials contracted for by R.A. Davis Commodities, LLC, or any other cause beyond its control. In the event of shortage of production, at its option, R.A. Davis Commodities, LLC may pro-rate deliveries in proportion to the deliveries received from producers.
- 11 Customer certifies that the information presented by the Customer in this application is true and correct. R.A. Davis Commodities, LLC is authorized to contact all references contained in this application, who are hereby authorized to release any information to R.A. Davis Commodities, LLC relating to Customer's credit.
- 12 Customer hereby authorizes R.A. Davis Commodities, LLC to release information to any credit reporting agency or their authorized representatives for verification purposes deemed necessary in compiling a credit history report.
- 13 In the event suit of action is brought to enforce payment of any accounts, the purchaser agrees to pay reasonable attorneys fees as set by the Court. Jurisdiction of the Court shall be in Fresno County, California.

The undersigned offers this information to R.A. Davis Commodities, LLC to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and to the invoice terms for the sale of Products. The undersigned certifies the information submitted is true and correct, and grants permission to verify any information deemed necessary to make a credit determination. The Customer further authorizes R.A. Davis Commodities, LLC to request a copy of the Customer's most recent financial statement, if available from its bank, other agency, or accountant to support application information.

I (We) believe that our/my business is financially able to meet any commitments I/we have made or will make, and I/we promise to pay to the order of R.A. Davis Commodities, LLC the account in full according to any invoice terms or this agreement.

Signature: x _____ **Date** _____

The undersigned, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this credit application, hereby consents to and authorizes the use of consumer credit report on the undersigned, by R.A. Davis Commodities, LLC, from time to time as may be needed, in the credit evaluation and collection process.

Signature: x _____ **Date** _____

INDIVIDUAL PERSONAL GUARANTY

Dated: _____, _____

I, _____ ("Guarantor"), my Social Security Number is _____

residing at _____

for and in consideration of your extending credit at my request to _____

_____ (enter name of Business you are guaranting) (hereinafter referred to as the "Applicant,")

of which I am _____, hereby Personally Guarantee to R.A. Davis Commodities, LLC payment at P.O. Box 668 Clovis, CA 93613 or R.A. Davis Commodities, LLC designate, of any obligation of the Applicant whenever the Applicant shall fail to pay the same, including attorney fees and other collection costs.

It is understood that this Personal Guarantee shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Applicant. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

The undersigned Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of consumer credit report on the undersigned, by R.A. Davis Commodities, LLC, from time to time as may be needed, in the credit evaluation and collection process.

Signature: X _____

It is further understood that this guaranty may be called upon for payment directly against the Guarantor in the event of default by the Applicant without first exhausting any other security posted for the debt or without first exhausting any other security posted for the debt or without first proceeding directly against the Applicant for payment of same.

Signature: X _____