

**Cenex® Consumer Credit Card Terms and Conditions (this “Agreement”)**

**1. Definitions.** In this Agreement “we,” “us,” and “our” mean CHS Inc. or anyone to whom we may transfer this Agreement. “You,” and “your” mean each person, including a joint applicant, who is approved by us for a Cenex® Consumer Credit Card Account (the “Account”), and each and all of the persons who are authorized to use the Account. All of your debts and agreements in this Agreement are joint and several. “Card” refers to the credit card that we issue to you to allow you to make purchases from time to time under your Account and this Agreement, and any duplicates, renewals or substitutions of each Card. “Disclosure” means the Credit Card Account Opening Disclosure, which is incorporated into this Agreement and is part of this Agreement. This Agreement goes in effect when we notify you that your application is approved or if you make a purchase. “Your state of residence” means the state in the address of the Applicant in the Application. “Finance Charge(s)” means any charge payable directly or indirectly by you and imposed directly or indirectly by us as a condition of, or incident to, an extension of credit and includes interest and minimum charges. Please read this Agreement carefully. By using or accepting the Card, you agree to everything in this Agreement. You agree that your Account will be used primarily for personal, family or household purposes.

**2. Payment Agreement.** In return for our extensions of credit to you, you agree to pay in U.S. dollars for all your purchases of goods or services, plus all Finance Charges and other fees and charges under this Agreement and, to the extent permitted under applicable law, attorney’s fees and collection costs we incur in enforcing this Agreement against you. You may pay the total amount owing on your Account at any time. You agree to the Finance Charge and other fees and charges in this Agreement.

**3. Credit Limit.** We will set and tell you your credit limit. The credit limit is the maximum amount available under the Account at any time. Under certain circumstances, your Account may exceed the credit limit and you will be responsible for the full amount of the credit limit as well as any amounts owed that exceed the credit limit including fees and interest charges. You agree not to charge purchases over your credit limit. We have the right to change your credit limit from time to time.

**4. Interest.** (a) The interest charge (which is a Finance Charge based on an Annual Percentage Rate) is the amount we add to your Account for allowing you to pay only a portion of your balance each month. An interest charge begins to accrue when the purchase is posted to your Account. You will not incur any interest charge if your balance at the end of the billing cycle is paid in full within 25 days after the end of each billing cycle. The applicable Annual Percentage Rates are shown in the table below. There is no annual fee for the Card.

State of Residence	Dollar Amounts or Balances	Annual Percentage Rate (APR)	Daily Periodic Rate
All States Not Listed	All	18%	.049315%
MN	All	16%	.0438356%
AR	All	5%	.0136986%
MD, TX, WV	All	12%	.0328767%
CT, PA	All	15%	.0410958%

(b) Unless prohibited by applicable law, if interest charges are imposed and the total interest that results from application of the calculation in the next section is less than \$0.50, we will impose a Minimum Interest Charge of \$0.50 (which is a Finance Charge).

**5. Calculating the Interest Charge.** We figure the interest charge on your Account by applying the applicable periodic rate to the “average daily balance” of your Account. To get the “average daily balance” we take the beginning balance of your Account each day, add any new purchases for the current billing cycle (except we do not add any new purchases for Minnesota, Montana or Mississippi residents), and subtract any unpaid interest or other Finance Charges and any payments or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”

The information about the costs of the Card and other disclosures described in this Agreement is printed and accurate as of the date of printing in December 2013. This information may have changed after that date of printing. To find out what may have changed, write to us at CHS Inc., Attn: CHS Payment Solutions, P.O. Box 64089, St. Paul, Minnesota 55164-0089.

**6. Periodic Statement/Minimum Payment.** Each month we will send you a billing statement as of a billing cycle closing date. The statement will show your previous balance, the current transactions on your Account, the remaining credit available under your credit limit, the new balance, the minimum payment, and your payment is due date. The due date is the date by which we must receive your payment in order for it to be on time. Your due date will always fall on the same calendar day of the month. It will be at least 21 days from the date that we send you the bill, and at least 25 days from the end of your most recently ended billing period. To be on time, we must receive your payment on or before the due date and by the time stated on your bill. If the bill does not state a time, then your payment is on time if we receive it by 5 pm on the due date. The 5 pm deadline is measured in the time zone in which we receive the payment, which may not be your time zone. If we do not receive or accept payments by mail on the due date, your payment will be on time if it is received by the next day that we accept or receive payments by mail. Each month you will pay at least the minimum payment before the date the payment is due. You may pay more than the minimum payment, or pay the new balance in full, and reduce or avoid the Finance Charge. The minimum monthly payment will be 1/24 of your new balance or \$20, whichever is greater, plus any past due amount. Also, if you have gone over your credit limit, your minimum monthly payment will include the full amount of the excess. Payments will be applied first to the Finance Charge, second to other fees and charges under this Agreement, and finally to the outstanding balance on your Account.

**7. Payment-Related Fees.** (a) Dishonored Payment Fee. To the extent permitted by law, if any check or other payment you present to us is returned unpaid, you will pay us a dishonored payment fee under this Agreement in the amount allowed by your state of residence. If your State of residence is not listed below, the fee assessed will be \$20.00.

DE, MS,SD	\$40.00
AL, GA, HI, MN, MT, ND, SC, TN, WY	\$30.00
CO, IN, LA, NH, NC, OK, OR	\$25.00
MD, MO, NE, TX	\$15.00
AZ, KS	\$10.00

(b) Expedited Payment Fees. A charge of \$10.00 will be assessed for payments made over the phone with one of our service representatives using a checking account, a debit card or credit card. This charge will not be assessed to residents of KY or TN.

[(c) ARE THERE OTHER FEES: Late fees, over limit fees, copy fees, replacement card fees, ATM surcharges, cash advance fees, balance transfer fees, foreign transaction fees. In addition to having these here, they should be set forth on the Disclosures].

**8. Changes in Terms and Termination.** We may change this Agreement from time to time by notifying you in writing. Your use of the Account after we notify you of any change will indicate your acceptance to the change. If the change is a “significant change” in account terms (as defined by applicable federal law), including changes in interest rates or fees imposed under this Agreement, we will give you at least 45-days notice before the effective date of the change. You have the right to reject these changes. However, if you do reject such changes you will not be able to use your Account for new transactions and the existing terms and conditions will continue to apply until your balance on the Account, if any, is repaid. You can reject the changes by writing to us at CHS Inc., Attn: Payment Solutions, P.O. Box 64089, St. Paul, MN 55164-0089 or calling us at 1-800-462-5621 or faxing us at 1-888-643-6987. We reserve the right to terminate your Account without notice unless otherwise required by law.

**9. Credit Reports and Account Information.** You give us permission to request information about you and to make whatever inquiries about you we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) to consider your application for this Account, and for any updates, renewals or extensions of credit, and to review or collect your Account. Upon your request we will tell you whether a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report information concerning you or your Account, including information concerning your performance under your Account, to credit bureaus and others who may properly receive such information. You understand that we may provide a negative credit report to a credit-reporting agency if you do not comply with this Agreement. At our request, you will give us more financial information about you from time to time.

**10. Default and Our Rights.** You will be in default if: You do not make a payment on time; or You do not otherwise comply with this Agreement or any other Agreement with us; or You go into bankruptcy, or a receiver or trustee is appointed for you or any of your property; or You die; or You make any written or oral statement to us that is false or misleading. If you go into bankruptcy, the full amount of your debt under this Agreement (including principal, Finance Charges, and other fees and charges) will automatically become due. Also, if you are in default, to the extent permitted by law, we may do one or more of the following: (a) at our option the full amount of your debt under this Agreement (including principal, Finances Charges, and other fees and charges) will become due; (b) we may limit the amount of credit extended under your Account; (c) we may suspend or cancel your Account; (d) we may accept late or partial payments without losing any of our rights; and (e) we may take any other action permitted by law. This Agreement remains in effect until we receive payment of the full amount of your debt under this Agreement in cash and your Account is cancelled. If allowed by law, at our request you will pay all of our reasonable attorneys’ fees, legal expenses, and other costs and expenses to collect any debt or enforce any rights under this Agreement. Before and after default, we may refuse or honor unsigned Cards.

**11. Unauthorized Use of Cards.** If we approve your application and we accept this Agreement, we issue the Card. The Card remains our property, and you will surrender the Card to us at our request. You agree to immediately notify us if the Card is lost or stolen or if there is any unauthorized use of the Card by writing us at CHS Inc., Attn: Payment Solutions, P.O. Box 64089, St. Paul, MN 55164-0089 or calling us at 1-800-462-5621 or faxing us at 1-888-643-6987. You will not be liable for any unauthorized use that occurs after you notify us of the loss, theft or

possible unauthorized use. You may, however, be liable for any unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50.

**12. Miscellaneous.** If any provision of this Agreement is not allowed by any law, the provision will be automatically changed to conform to the law and the other provisions of this Agreement will remain in effect. This Agreement will survive termination of your Account.

**13. Governing Law.** This Agreement is made and entered into in Minnesota. We make decisions about granting credit and we accept payments at our corporate office in Minnesota. The Finance Charge and other fees and charges under this Agreement are governed by the laws of your state of residence. The other terms of this Agreement are governed by Minnesota law.

**14. Telephone Monitoring.** We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored.

**15. Waiver.** No delay or omission to exercise rights will impair any such rights or will be a waiver of any default or rights.

**16. Irregular or Partial Payments.** We may accept late payments or partial payments, which are less than the total minimum due, whether or not marked as payment in full, without losing any of our rights under this Agreement.

**17. Use of Information.** We do not sell, rent, or publish any information that you provide in this Agreement, except to perform a credit check with a credit bureau.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS AND SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNT PAID BY THE DEBTOR HEREUNDER.**

**18. Automated Facilities.** You may be able to make automated fuel purchases, which is purchases of petroleum products or oil obtained on credit through electronic card operated terminals at certain locations accepting the Card. At such locations, you will be provided fully automated fueling facilities, which allow you to purchase such products by presenting the Card to an unattended card reading machine. You agree that use of the Card (with a driver identification number, if applicable, to the Account) and the corresponding entry of sales data through the electronic card system will evidence your agreement to pay for such purchases. You also agree to comply with the provisions of the "Automated Self Service Agreement," the terms of which are contained in the enclosed pamphlet.

**19. State Law Disclosures. [WE HAVE NOT REVIEWED FOR SPECIFIC STATE LAW DISCLOSURES – THIS SECTION SHOULD BE CONSIDERED AND UPDATED AS NECESSARY WHEN THE STATE SPECIFIC DISCLOSURES ARE REVIEWED.]**

WISCONSIN RESIDENTS ONLY: No provision of a marital property agreement, unilateral statement under Wis. Stat. §766.59, or a court decree under Wis. Stat. §766.70 shall adversely affect a creditor's interest unless a creditor, prior to the time credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

NEW YORK RESIDENTS ONLY: Consumer reports may be requested in connection with the processing of the enclosed application and any resulting account or update, renewal, or extension of the account. Upon your request, we will tell you whether or not a consumer report was requested and the names and addresses of any consumer reporting agencies that have provided us with such reports.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy consumers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WASHINGTON RESIDENTS ONLY: A service charge will be computed on the outstanding balance for each month (which need not be a calendar month) or other regular period agreed upon, and the customer may at any time pay his or her total unpaid balance.

### **Your Billing Rights: Keep this Document for Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

CHS Inc.  
Attn: CHS Payment Solutions  
P.O. Box 64089  
St. Paul, Minnesota 55164-0089

You may also contact us on the Web at [www.Cenex.com](http://www.Cenex.com) and click on CONTACT US, click the email address [creditcarddept@chsinc.com](mailto:creditcarddept@chsinc.com).

In your letter, give us the following information:

\*Your name and account number. \*The dollar amount of the suspected error. \*If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us: Within 60 days after the error appeared on your statement or, if applicable, at least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will

also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error: 1) We cannot try to collect the amount in question, or report you as delinquent on that amount. 2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. 3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance. 4) We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen: 1) *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount. 2) *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.); 2) You must have used your credit card for the purchase; and 3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* or electronically at: CHS Inc., Attn: CHS Payment Solutions, P.O. Box 64089, St. Paul, Minnesota 55164-0089, or [www.Cenex.com](http://www.Cenex.com) and click on CONTACT US, and click the email address [creditcarddept@chsinc.com](mailto:creditcarddept@chsinc.com).

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

December 2013

