

Cenex® Fleet Credit Card Agreement

- 1. Agreement.** This Cenex® Fleet Credit Card Agreement (the "Agreement") is made by and between CHS Inc., a Minnesota cooperative corporation, ("CHS") and the company (the "Company") named in the Cenex® Fleet Credit Card Application, attached or on the reverse side of this Agreement (the "Application"). The Company desires to have CHS Issue a Cenex® Fleet Credit Card (the "Card") to Company and any authorized users and open a Cenex® Fleet Credit Card Account (the "Account"). The "Company" shall hereafter be defined to include all authorized users and guarantors. The effective date of this Agreement is when CHS approves the Company's Application. This Agreement remains in effect until CHS receives payment in full of the outstanding debt under this Agreement and the Account is cancelled. The Company's use of the Card is acceptance of the terms of this Agreement.
- 2. Use of Cards.** The Company agrees to pay CHS for credit extended with any Card issued to the Company pursuant to this Agreement, together with all applicable charges set forth in this Agreement. The Company agrees that all Cards are to be used for business or agricultural purposes, and not primarily for personal, family or household purposes. The Company agrees to pay CHS for such credit and charges regardless of the purposes for which the Company obtains credit pursuant to this Agreement. The failure on the part of the Company to sign a sales receipt shall not relieve the Company of its obligation to pay for value advanced on the presentation of the Card. CHS may refuse to honor unsigned Cards.
- 3. Payment.** The Company will receive a monthly statement showing the Card purchases for the prior month. The Company will pay the total amount due in full for such Card purchases on the payment date stated in the monthly billing statement. If the Company does not pay by the date specified, the Company understands that CHS may impose a finance charge of one and one-half percent (1 1/2%) per month as provided in paragraph 5 below. The Company must make payment in the full amount when due or will be in default under this Agreement.
- 4. Credit Limit.** CHS will set your credit limit. The credit limit is the maximum amount the Company may charge on the Account. The Company agrees not to charge purchases over its credit limit. If the Company exceeds its credit limit, the excess may be deemed immediately due and payable. CHS reserves the right to change the Company's credit limit from time to time.
- 5. Calculating the Finance Charge.** The Finance Charge on the Account is computed by adding the balance at the end of each day in the billing period and dividing that sum by the number of days in that period. The balance outstanding each day is determined by adding purchases and charges and subtracting payments and credits from the balance outstanding on the previous day, excluding any unpaid finance charges.
- 6. Representations and Warranties.** From the time the Company signs this Agreement until this Agreement is terminated and CHS is repaid in full, the Company makes the following representations and warranties, and each request for an additional Card constitutes a renewed representation and warranty: (a) The Company is fully organized, properly licensed and in good standing in the state where it is organized; (b) All financial and other information that has been or will be supplied to CHS is (i) sufficiently correct and complete to give CHS accurate knowledge of the Company, (ii) in the form and content required by CHS, and (iii) in compliance with any applicable government laws or regulations; and (c) There are no lawsuits, tax claims or other disputes pending or threatened against the Company which could impair the Company's financial condition or ability to pay.
- 7. Default.** If the Company: (a) fails to make a payment when due; (b) breaches any obligation under this Agreement; (c) makes any false statements to CHS; (d) furnishes false or misleading information or misrepresentations; (e) experiences the death of any owner if the Company is a sole proprietor, the death of any general partner if the Company is a partnership, the death of any principal officer or majority shareholder, if the Company is a corporation, or the appointment of a receiver or similar official for the Company's business or the termination of the business; then in any such event or events, CHS at its option may: (i) require the immediate payment of the outstanding balance including the finance charge or other fees; (ii) limit the amount of credit extended under the Account; (c) suspend or cancel the Account; (d) accept late or partial payments without losing any of CHS' rights; and (e) take any other action permitted by law. 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. The Company will pay all collection costs, including reasonable attorney's fees and court costs and any costs CHS may incur in retrieving a Card.
- 8. Dishonored Payment Fee.** If any check or other payment the Company presents to CHS is returned unpaid, the Company may be assessed a dishonored payment fee under this Agreement to the extent permitted by law.
- 9. Changes in Terms.** CHS may change the terms of this Agreement at any time and will notify the Company in advance of the changes in writing. The Company's use of the Account after notification of the change will indicate the Company's acceptance of the change.
- 10. Credit Review.** CHS may from time to time request information for the purpose of conducting a credit review for insuring payment. The Company agrees to furnish information requested by CHS within a reasonable period of time after CHS requests it.
- 11. Unauthorized Use of Cards.** The Company will be liable for any use authorized by the Company, including use by a person authorized by the Company to use the Card until the Company has sent CHS written notice and destroyed or recovered and safeguarded the Card the person was using. In the event of possible loss, theft or unauthorized use, the Company agrees to immediately notify CHS of the same at (800) 852-8180, or via fax at (888) 643-6987. Any Cards issued hereunder remain the property of CHS, and the Company will surrender any Cards to CHS at CHS' request. The Company will be liable for up to \$50 for any unauthorized use occurring before the Company notifies CHS.

- 12. Credit Information.** The Company authorizes CHS to investigate the Company's credit record, and the Company understands CHS may obtain a credit report. Upon inquiry from the Company to CHS at CHS' address listed in paragraph 13, CHS will inform the Company if a credit report was requested or received by CHS. If such a report was requested or received, CHS will, in response to such inquiry, inform the Company of the name and address of the credit-reporting agency, which furnished the report. If a Card is issued by CHS, the Company agrees CHS may later request credit reports in connection with use of the Account. The Company authorizes CHS to furnish information about its Account to credit reporting agencies and others who may properly receive such information.
- 13. Change of Address/Billing Questions.** The Company will let CHS immediately know if there are any questions about any statement, or in the event of a change in address. The Company can call CHS (800) 462-5621, or via fax at (888) 643-6987. The Company may contact CHS by writing to the following address: CHS Inc., Attn: Payment Solutions, P.O. Box 64089, St. Paul, MN 55164-0089.
- 14. Severability.** If any law does not allow any provision of this Agreement, the provision will be automatically changed to conform to the law and the other provisions of this Agreement will remain in effect.
- 15. Entire Agreement; Assignment.** This Agreement, along with the Application, constitute the entire and complete agreement between CHS and the Company concerning the Card, and replaces and supersedes any prior oral or written agreement, understandings, or representations between the Company and CHS. CHS reserves the right to assign this Agreement. The Company may not assign this Agreement without the prior written consent of CHS.
- 16. Waiver.** No delay or omission to exercise rights will impair any such rights or will be a waiver of any default or rights.
- 17. Telephone Monitoring.** Customer calls are treated confidentially. To ensure that the Company receives accurate and courteous customer service, on occasion calls may be monitored.
- 18. Conversion Fee.** Transactions in a foreign currency will be converted into U.S. Dollars, and a foreign currency conversion fee of 2% will be applied to all transactions made outside the United States. The statement will reflect the conversion into U.S. Dollars for transactions that have occurred in a different currency and the applicable exchange rate for such conversions.
- 19. Fleet Information and Cards.** The Fleet Contact Person listed on the Application is authorized to provide CHS with the information necessary to initially establish the Account. CHS shall send to the Fleet Contact Person's attention all Account summary information and Cards. In addition, the Fleet Contact Person is the individual authorized by the Company to provide all fleet vehicle, driver and other information CHS may request and also receive from CHS the Cards and vehicle reports and such other information provided from time to time. Any errors in the Account information or Cards must be reported within three (3) business days of the Company's receipt of the same, or CHS shall be entitled to rely on such information and Cards for processing the Company's Account. The Company will provide CHS with advance written notice of any change in the Fleet Contact Person. CHS is authorized to deal with any contact person with apparent authority to act in on the Company's behalf.
- 20. Management Reports and Disclaimer.** As a service to the Company, CHS provides certain vehicle reports and other management reports which identify and/or summarize transactions and information as it is reported to CHS. Notwithstanding the foregoing and any other provision of this Agreement, CHS hereby disclaims any and all warranties in connection with such reports, including but not limited any warranty that the report is accurate or complete. CHS hereby disclaims, and the Company hereby releases, CHS from any liability, losses, costs or damages, including but not limited to special, indirect or consequential damages, as a result of any report or information contained therein.
- 21. Automated Facilities.** The Company 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, the Company will be provided fully automated fueling facilities, which allow Company drivers to purchase such products by presenting the Card to an unattended card reading machine. The Company agrees 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 the Company's agreement to pay for such purchases. The Company also agrees to comply with the provisions of the "Automated Self Service Agreement," the terms of which are contained in the enclosed pamphlet.