

Agri Industries, Inc.
Estimate - Terms and Conditions – 10/5/17

Upon acceptance of this estimate and in consideration of receiving goods on credit, the undersigned agrees to the following terms and conditions:

1. Applicant will make full payment(s) to Agri Industries, Inc., per contract terms or within 10 days of invoice date. Accounts are past due after the 10th day.
2. The undersigned agrees to pay interest at 1.5% per month on all past due balances. The undersigned will pay for all costs of collection including reasonable attorney's fees if the account is placed in outside hands for collections either with or without suit.
3. Upon completion of a credit application, the undersigned also agrees to allow Agri Industries, Inc. to receive and exchange information, and to investigate the references and other data collected pertaining to responsibility of the undersigned. The undersigned further agrees that Agri Industries, Inc., may in its sole discretion close the account with or without notice. These credit terms are binding upon the undersigned for all merchandise and services purchased and invoiced to the undersigned or representative of the undersigned. Any protest must be made in writing to Agri Industries, Inc, within 30 days after the first notice.
4. Service charge for NSF checks: ND \$40, MT \$30.
5. We retain a security interest in all goods sold as security for all unpaid balances.
6. We allow for both UCC remedies and other remedies available under the law for goods that become fixtures of real estate by permanent installation in the ground or a structure.
7. All consequential damages are excluded.
8. Custom ordered goods may be back ordered or delayed outside of Agri Industries' control. Agri Industries will not be liable for any delays or failures of delivery that result from supplier delays.
9. Estimate is void if it is not signed within 30 days of the date of the estimate.
10. Estimate does not form a contract but it is an offer to sell a certain quantity of goods at a certain price which must be accepted by actual purchase of the goods within 90 days of the date of the estimate. Any goods not purchased within that time, will be sold at the current price unless a new estimate is obtained.
11. Custom ordered goods may be back ordered or delayed outside of Agri Industries' control. Agri Industries is not liable for any delays or failures of delivery that result from supplier delays.
12. Any modifications to the agreement must be in writing.