

**WHOLE ALTERNATIVES, LLC**

1402 W. MAIN ST., Suite #4, LOUISVILLE, KENTUCKY 40203 PHONE: (502) 561-5530 TOLL FREE: (877)792-1221 FAX: (502) 583-4405

**CREDIT AGREEMENT**

<b>Legal Business Name:</b>			If not a corporate entity, Doing Business As:
<b>Address:</b>			Division _____ Sales Rep _____ No. of Years in Business _____
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	E-mail Address:
<b>Phone No:</b>			<b>Fax:</b>

HEREBY applies for credit in accordance with the terms of: Whole Alternatives, INC. (hereinafter "WHOLE ALTERNATIVES") 1402 W Main St., Louisville, KY 40203 (502) 561-5530

**TERMS OF SALE ON CREDIT:**

Net 30 days from date of invoice. A service charge of 2% per month (24% APR) on the outstanding balance will be applied to accounts unpaid in full 30 days from invoice date. Additional terms of sale listed on reverse side are incorporate herein.

**THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL.**

Your company (hereinafter "BUYER"): is a: _____ Corporation _____ Partnership _____ Individual _____ LLC					
Federal ID: _____			or if individual Social Security No: _____		
Tax No. (if your company is tax exempt): _____ (*Must attach appropriate certificate)					
Annual dollar amount you intend to spend w/ Whole Alternatives: \$ _____			If unknown, amount of current purchase: \$ _____		
<b>Name of Principle:</b>			<b>Name of Principle:</b>		
<b>Home Address (No PO Boxes):</b>			<b>Home Address (No PO Boxes):</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Home Phone No.:</b>			<b>Home Phone No.:</b>		

**BUSINESS REFERENCES: I AUTHORIZE THE LISTED ENTITIES TO PROVIDE ALL FINANCIAL INFORMATION REQUESTED BY WHOLE ALTERNATIVES.**

<b>Bank Name:</b>	<b>Business Name:</b>	<b>Business Name:</b>	<b>Business Name:</b>
<b>Bank Officer:</b>			
<b>Account No:</b>	<b>Business Address:</b>	<b>Business Address:</b>	<b>Business Address:</b>
<b>Bank Address:</b>			
<b>City:</b>	<b>City:</b>	<b>City:</b>	<b>City:</b>
<b>State:</b>	<b>Zip:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone No:</b>	<b>Phone No:</b>	<b>Phone No:</b>	<b>Phone No:</b>
<b>Fax No.:</b>	<b>Fax No.:</b>	<b>Fax No.:</b>	<b>Fax No.:</b>

BUYER AGREES TO THE TERMS OF SALE LISTED HEREIN AND ON THE REVERSE SIDE. IN THE EVENT BUYER DEFAULTS, WHOLE ALTERNATIVES SHALL ASSESS A SERVICE CHARGE OF 2% PER MONTH (APR 24%), DEMAND THE ENTIRE BALANCE DUE AND PAYABLE, AND IN THE EVENT THE ACCOUNT IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION BUYER SPECIFICALLY AGREES TO PAY THE COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES IN AN AMOUNT NOT LESS THAN 25% OF THE OUTSTANDING BALANCE. MONIES RECEIVED BY WHOLE ALTERNATIVES AFTER THE ACCOUNT HAS BEEN PLACED IN THE HANDS OF AN ATTORNEY SHALL BE APPLIED TO SATISFACTION OF COSTS OF COLLECTION & ATTORNEY FEES, OUTSTANDING SERVICE CHARGES AND THE OUTSTANDING PRINCIPAL IN THAT ORDER.

The undersigned certifies that all information provided by BUYER is true and accurate, and that BUYER fully understands the terms of sale herein. As consideration for credit extended by WHOLE ALTERNATIVES TO BUYER, the undersigned specifically agrees to be personally and individually liable for all amounts due to Whole Alternatives subsequent to execution of this Credit Agreement. This Agreement becomes binding upon execution by Whole Alternatives.

\_\_\_\_\_  
Name of BUYER

BY: \_\_\_\_\_  
Name of Individual (PLEASE PRINT)

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Individually and as Agent and Officer of BUYER

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

For Whole Alternatives, LLC

**SEE REVERSE SIDE FOR COMPLETE TERMS OF SALE**

#### **ADDITIONAL TERMS OF SALE (CONTINUED FROM REVERSE SIDE)**

**ACCEPTANCE:** Whole Alternative's acceptance of any order is expressly made conditional on Buyer's assent to the terms and conditions contained herein. Regardless of any provision to the contrary in Buyer's order, such assent shall be deemed given upon Buyer's use of the goods or upon Buyer's failure to object to any of the terms and conditions hereof within ten (10) days after receipt of the goods, whichever first occurs. Whole Alternative's shipment of the goods ordered shall constitute a counter-offer to Buyer's order and no act by Whole Alternative shall be deemed conduct assenting to terms or conditions other than those contained herein. No contract is formed except in accordance with the terms expressed in this paragraph. If these terms are not acceptable, Buyer must so notify Whole Alternative prior to shipment of goods.

**CREDIT:** If Buyer defaults in making any payment when due, or if Buyer's credit becomes impaired or otherwise unsatisfactory in the sole judgment of Whole Alternative, Whole Alternative shall have the right to declare immediately due and payable all outstanding obligations, to retake possession of any shipment then in transit to Buyer, to change credit terms with respect to any shipment in transit or any further shipments, and to suspend production and defer or eliminate further shipments until any outstanding amounts are paid in full and Whole Alternative receives such cash or satisfactory security covering further shipments as may be required by Whole Alternative. Unless Whole Alternative receives such outstanding amounts and such cash or satisfactory security within five (5) days after its written demand, Whole Alternative may treat such failure as a breach of this Agreement.

**TITLE; RISK OF LOSS:** Title to the goods and risk of loss of the goods shall pass to Buyer upon delivery to a carrier or to Buyer's truck. Selection of carrier and routing of all shipments shall be at Whole Alternative's option. If, when unloading vehicle, Buyer finds any damage to the shipment it will be its responsibility to obtain necessary verification from carrier's agent and file a claim with the carrier for such damage or loss of goods from said damage. If Buyer finds short count or carrier will not honor claim and Buyer desires to file claim with Whole Alternative, such claim must be accompanied by signed acknowledgment by carrier's agent as well as all other documents necessary for a claim with public carriers and be received by Whole Alternative's main office in Louisville, KY within ten (10) days after unloading shipment. Without proper documentation or timely submission of claim, Whole Alternative reserves the right to refuse such claims.

**INSPECTION; ACCEPTANCE; REJECTION:** All goods tendered shall be inspected by Buyer within ten (10) days after receipt and, unless a notice of rejections has been sent by Buyer to Whole Alternative within such ten day period, Buyer shall be deemed to have irrevocably accepted the goods. Goods which are rejected or the subject of any claim be promptly set aside by Buyer in safe storage for inspection by Whole Alternative. **WHOLE ALTERNATIVE'S LIABILITY, IF ANY, INCLUDING CLAIMS FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, SHALL BE LIMITED TO EITHER THE REPLACEMENT OF THE GOODS OR THE RETURN OF THE PURCHASE PRICE PAID, AT WHOLE ALTERNATIVE'S OPTION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Buyer shall not deduct from the price the amount of any claim unless Whole Alternative allows such claim in writing.

**WARRANTIES:** Whole Alternative warrants that the goods sold hereunder are of merchantable quality and that Whole Alternative can convey the title to the goods free of any security interest or other lien. Buyer agrees to hold Whole Alternative harmless against any claims of infringement of any U.S. patent, trademark, or copyright on the goods arising from compliance by Whole Alternative with specifications furnished by Buyer. Whole Alternative further warrants that the goods are fit for ordinary purposes only. **WHOLE ALTERNATIVE MAKES NO WARRANTY AS TO THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE OR THE RESULTS TO BE OBTAINED FROM THEIR USE BY BUYER EITHER ALONE OR IN COMBINATION WITH OTHER SUBSTANCES. WHOLE ALTERNATIVE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS.**

**CHOICE OF LAW AND VENUE:** The parties hereto specifically agree that any and all claims litigated under this Credit Agreement shall be governed by the laws of the Commonwealth of Kentucky and in a court of competent jurisdiction in Jefferson County, Kentucky.

**SEED PURCHASES:** Whole Alternative warrants to the extent of the purchase price only that seeds are as described on the invoice, the bag, and/or the tag attached thereto within recognized tolerances. Whole Alternative gives no other warranty, expressed or implied, of the merchantability or fitness of the seeds for any particular purpose; nor any other warranty against loss of yield due to any cause, including environmental conditions, disease, insects, water condition, and soil conditions. Whole Alternative shall not be liable for incidental or consequential damages. Whole Alternative recommends that a five (5) pound sample of all seed be tested by the Buyer in similar conditions to those for which the seed will be used.

**STORAGE:** Buyer understands they are responsible for storage of raw agricultural product purchased in a manner that is suitable for the specific agricultural product. If specific instructions are needed, Buyer may write for specific instructions at 1402 West Main Street, Suite #4, Louisville, KY 40203-1328 on that specific commodity and Whole Alternative will send, in writing, specific instructions regarding that specific commodity to Buyer.