



*Please Note – This application is for a convenience credit account only. This is not for revolving credit.

Credit Application

APPLICANT INFORMATION			
Applicant's Full Name: (First M.I . Last)	E-mail address:	Phone:	Cell:
Spouse's Name: (First M.I . Last)	E-mail address:	Phone:	Cell:
Present address:	City:	State:	ZIP:
Own <input type="checkbox"/> Rent <input type="checkbox"/>	Years there:		
Shipping address:	City:	State:	ZIP:
Applicant's Social Security #:		Applicant's Date of Birth:	
Spouse Social Security #:		Spouse Date of Birth:	
EMPLOYMENT INFORMATION			
Applicant's Employer:		Spouse's Employer:	
Employer Address:		Employer Address:	
Employer Phone Number:		Employer Phone Number:	
Title/Position:	Since:	Title/Position:	Since:
Supervisor:		Supervisor:	
Amount of Credit requested:		Intended Use of Account	
Sales Tax status: <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt		Agronomy <input type="checkbox"/> Energy <input type="checkbox"/>	
Purchase Orders: <input type="checkbox"/> Yes <input type="checkbox"/> No		Resale Certificate Number (if applicable):	
Authorized buyer(s): Name(s):			

PLEASE PROVIDE TWO CREDIT REFERENCES: CREDIT REFERENCE 1			
Account name:	Contact person:	Phone:	Fax:
Billing address:	City:	State:	ZIP:
Account number:	Number of years:		

CREDIT REFERENCE 2			
Account name:	Contact person:	Phone:	Fax:
Billing address:	City:	State:	ZIP:
Account number:	Number of years:		



FINANCIAL INFORMATION			
Financial institution:	Contact person:	Contact number:	
Address:	City:	State:	ZIP:
Account number: <input type="checkbox"/> Checking <input type="checkbox"/> Savings of years:	Account number: <input type="checkbox"/> Checking <input type="checkbox"/> Savings of years:		
I authorize my financial institution to release information to Allied Energy, Inc.	Authorized Signature and Date:		

FOR COMPANY USE ONLY		
Application date:	Verified by:	Date approved:
Account number assigned:	Allied Energy payment terms:	

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Allied Energy to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

Applicant Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____



CREDIT POLICY

Allied Energy Inc, herein after referred to as "Allied" offers convenience credit to qualified patrons. Convenience credit should not be construed as a line of credit for long term financing. Patrons using convenience credit must follow the terms of the Credit Policy and associated applications or agreements of guarantees in order to remain eligible for convenience credit. The extension of convenience credit to approved patrons is a privilege and not a right. As a result, such credit privileges are revocable at any time by Allied. Allied further reserves the right to deny or limit the extension of credit to any patron at any time when such denial or limit is in the best interest of Allied, as determined by Allied, in its sole discretion. New patrons will be subject to a credit application and a credit check. Existing patrons may also be subject to periodic credit reassessment in order to determine the continuation of convenience credit for the patron. Patrons are urged and encouraged to make necessary financing arrangements through their bank or other sources.

Every patron who does business with Allied shall be deemed to have agreed to be bound by the provisions of the Credit Policy. The Credit Policy of Allied is subject to change without prior notice.

- Due Date** All purchases on credit will be stated on the monthly statements issued by Allied. Amounts charged for purchases are due and payable in full on the 15th day of the month following the month for which the statement is issued.
- Late Payment Charge** A late payment charge of 1.5% per month (18% per annum) will be assessed on all past due invoices until the same are paid.
- Payments** Payments made on accounts will be applied first to accrued late payment charges, and then to the remaining outstanding balance.
- Termination of Credit.** Allied, in its sole discretion, reserves the right to terminate credit sales and privileges at any time without prior notification, for any reason. No additional sales of products or services on credit will be made if the patron's account has a past due balance of any amount for more than 90 days. Patron accounts that remain unpaid after ninety (90) days will be referred to collections through legal process. NO CREDIT will be extended to patrons whose account balance contains one or more invoice that is at least ninety (90) days past due. Therefore, no new purchases or extension of credit will be allowed on that patron's account. Once all invoices over ninety (90) days and older are paid, the extension of further credit will be reviewed before the patron may be allowed to purchase on credit again. The review of said patron's credit by Allied after the payment of all invoices that are at least 90 days past due does not guarantee the re-extension of credit after payment by the patron.
- Change in Terms** Credit terms may be changed at any time, in the discretion of Allied, including, but not limited to changing the due date, changing the billing cycle, limiting the amount of approved credit, or any other matter after notice of such change has been given to the customer.
- Disputed Statements** All invoices and statements issued by Allied will be conclusive as to the items purchased and charges made therefore unless the customer informs Allied, in writing, of the customer's dispute thereof within ten (10) days of the statement date.
- Agents** The customer may identify for Allied, certain persons authorized to make purchases of products or services on the customer's credit account. Unless otherwise informed, Allied shall be permitted to presume that all persons representing customer are so authorized to legally and contractually bind customer. All purchases made by such authorized persons shall be treated as binding contractual agreements of customer as if customer made the purchases him/herself. Customer is responsible for all charges made to the Customer's account by individuals as authorized by customer, unless the Customer revokes the authority for such individuals in writing, prior to the date charges are made. Allied cards must be used at the Kulm and Edgeley C-Stores when purchasing on credit.
- Right of Offset** Customer agrees that Allied may offset and apply any amounts it may owe the Customer for whatever reason against any unpaid past due credit balance of the Customer. Allied has a first lien in the stock and/or equities and/or revolving fund credits of any stockholder or patron of Allied to the extent of any unpaid balance which may exist at any time, and any offset exercised by Allied may be made against such stock, equities, and/or revolving fund credits, other amounts due to the customer by Allied, or any combination thereof.
- No Waiver Rights** Neither an extension of time for payment granted to the customer by Allied, if any, nor any acceptance of partial payment by Allied, if any, shall constitute an election of remedies or waiver of any right to full payment of all sums due and owing to Allied by the customer. Allied reserves the right to pursue any and all legal remedies available to it under North Dakota law.
- Charges and Fees** Credit cards are not accepted as a form of payment on the customer's credit account. Allied may assess a reasonable charge to offset the additional administrative costs incurred by Allied in the event Allied chooses, in its sole discretion, to allow such form of payment. The customer shall be liable for the payment of all collection costs, including but not limited to phone expense, postage costs, attorney fees and other costs incurred in collection of any delinquent credit account.
- Prepayment** Customers choosing to prepay for their purchases may do so at any time. Cash will be placed on the customer's account on a dollar-for-dollar basis. Prepaying for item specific purchases may allow producers the opportunity to take advantage of a current pricing structure or discounts as may be applicable. Prepayment for specific items is not available indefinitely, and prices for prepaid items are subject to expire at the end of Allied's fiscal year (February 28) or as otherwise specifically noted on the booking or contract, whichever comes first. Restrictions may apply based on products.
- PMSI** By using your Allied credit account, you grant Allied Energy Inc. a purchase money security interest (PMSI) in all products purchased through your account, in addition to any proceeds from it. The PMSI continues until the products are paid in full. By executing this Credit Policy, customer authorizes Allied to file a UCC-1 Financing Statement (or other applicable financing statement) with the North Dakota Central Indexing System.
- Supplier's Lien** If applicable, any account that remains unpaid after ninety (90) days from when the account first became due and payable will result in an Agricultural Supplier's Lien being filed with the appropriate state agencies.

Change of Ownership Customer shall notify Allied in writing of any change of name or address of the person under whom the credit account is established, or any guarantor thereof.

Entire Agreement This Credit Policy, including the exhibits and schedules attached to this Credit Policy, constitutes the entire agreement and understanding between the parties hereto with respect to transactions contemplated by this Credit Policy. All prior representations, understandings and agreements between the parties with respect to the other transactions contemplated by this Credit Policy are superseded by the terms of this Credit Policy.

Further Assurances In order to more fully assure the parties of the benefits hereunder, the parties shall cooperate fully with each other and execute such further instruments, documents and agreements as may be reasonably requested by one another to better evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intent and purposes of this Credit Policy.

Severability If one or more provisions of this Credit Policy are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision will be excluded from this Credit Policy, (b) the balance of the Credit Policy will be interpreted as if such provision were so excluded and (c) the balance of the Credit Policy will be enforceable in accordance with its terms.

Amendment This Credit Policy may only be modified or amended in writing, signed by all parties hereto.

Choice of Law This Credit Policy shall be construed and interpreted in accordance with the laws of the state of North Dakota, without regard to its conflict of laws provisions.

Counterparts This Credit Policy may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Copies of the execution copy of this Credit Policy or any amendment with one or more signatures sent by facsimile transmission or as a ".PDF" (portable document file), .jpeg, attached to an electronic mail message or other transmission method and any counterpart so delivered is deemed to have been duly and validly delivered and is valid, fully enforceable, and effective for all purposes without a manually executed original.

Successors Bound This Credit Policy shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder, including by operation of law, without the prior written consent of the other parties. No assignment shall relieve the assigning party of any of its obligations hereunder.

Headings and Captions The headings and captions of the paragraphs in this Credit Policy are inserted for convenience or reference only, and do not constitute a part of this Credit Policy.

Acceptance of Terms By purchasing products and services from Allied on a convenience credit account, the customer agrees to be bound by the terms of this Credit Policy. By executing this Credit Policy, the undersigned represent: (i) that each has the ability to pay the amounts charged to their account, and (ii) that such amounts shall be promptly paid when due.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY, AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE ABOVE TERMS:

Applicant Signature: _____ **Date:** _____

Print Name: _____

Co-Applicant Signature: _____ **Date:** _____

Print Name: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.