



The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

PTUSA York, LLC
2941 N. Division Ave. York, NE 68467
ATTN: Erin Nienhueser email: York-customersetup@ptusallc.com Phone: 402-745-7034

Legal Name: _____ Exempt: Yes [] No [] (Include Exemption Form)

Trade Name: _____ FEIN# or SS#: _____ DUNS#: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Date Business Started: _____ Number of Employees: _____ Credit Requested: \$ _____

Business Form: [] Sole Proprietor [] Partnership [] Corporation [] LLP [] LLC [] Other _____

If interested in making payments via ACH please check: Yes _____ No _____

Has this company, its officers or principal owners ever declared bankruptcy of any kind? [] Yes [] No

Name of Principal Owner(s) or Parent Company (if a subsidiary):

Name: _____ Title _____ Ownership Percentage _____

Bank References:

Bank Name Bank Officer Address Phone No. Fax No. or Email

Bank Account Number: _____

Trade Credit References:

Name Contact Address Phone No. Fax No. or Email

Payment terms default to Net 15 days. If requesting different terms, please note: _____

If requesting a credit limit greater than \$50,000 please attach a copy of your most recent audited financial statement.

The customer understands that the terms on which PTUSA York, LLC and/or affiliates (Creditor) grants credit are:

- 1. Normal terms of sale are cash upon receipt of invoice unless otherwise stated in the sales contract and identified on our invoice.
2. Interest charges will be assessed at 1.5% per month (18.0% per annum) on the unpaid balance after 60 days from the date of invoice unless otherwise stated in the sales contract. Applicant agrees to pay all cost of collection and litigation, in accordance with the laws of Kansas.
3. The undersigned acknowledges the application is for the purpose of obtaining credit and the information is warranted to be true and complete. Applicant hereby authorizes PTUSA York, LLC to verify and collect information on itself, including but not limited to commercial and/or consumer credit reports, bank references, and trade credit references. This information will be kept confidential by PTUSA York, LLC and will be used at PTUSA York, LLC's sole discretion, to evaluate the extension or continuation of credit. The undersigned hereby releases PTUSA York, LLC and any bank or lender of credit from any claims or causes of action that may arise as a result of information released or furnished to PTUSA York, LLC as part of this process.
4. All transactions are governed by the PTUSA York, LLC Sales Contract Terms & Conditions, which are attached hereto and acknowledged by Applicant's signature below.

Guaranty

The undersigned, to induce the granting of credit to the applicant, hereby personally guarantees full payment of all present and future indebtedness of the applicant. This guaranty is absolute and unconditional and shall remain in effect until revoked by the undersigned by notice in writing to Creditor.

Date: _____ Signed: _____ Name & Title: _____

Entity Name: _____ Revised 7/16/2024



ACH AUTHORIZATION AGREEMENT

CUSTOMER NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE: _____

TELEPHONE: _____ FEIN #: _____

"Customer" named above hereby authorizes Pellet Technology USA and/or PTUSA York, LLC (collectively, the "Company") to initiate electronic funds transfers ("EFT") for: (1) withdrawal of funds ("Debit Entries") for payment by Customer for amounts due, and (2) payment ("Credit Entries") for adjustment of erroneous entries to the checking account indicated below ("Account") at the "Financial Institution" named below. Customer hereby authorizes the Financial Institution to make Debit Entries, Credit Entries initiated by Company from or to the Account. Customer acknowledges that the EFT transactions from the Account must comply with the provisions of U.S. law. Customer shall indemnify and hold Company harmless for any damages, costs or expenses that it may incur due to the breach of the foregoing.

CHANGE TYPE: New Update

NAME (AS IT APPEARS ON BANK ACCOUNT): _____

FINANCIAL INSTITUTION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE: _____

ROUTING NUMBER: _____ ACCOUNT NUMBER: _____

Customer agrees to attach (1) a voided check from the Account for validation of the Account, or (2) a letter from the Financial Institution certifying the Account name and Account number. Customer agrees to maintain sufficient funds in the Account to pay Debit Entries when initiated. If any debit to the Account should fail to be honored by the Financial Institution due to insufficiency of the available funds, Company shall be entitled to recover all fees and charges associated therewith and Customer shall forfeit any discounts or other allowances applicable to the transaction(s). Any such occurrence of dishonor may result in termination of Customer's open credit line. All credit terms and other terms and provisions between Customer and Company shall remain in full force and effect. Nothing in this Authorization Agreement shall obligate Company to make Debit Entries or Credit Entries to the Account by EFT.

This Authorization Agreement supersedes any previously executed authorization regarding EFT. This Authorization Agreement becomes effective on the ____ day of _____, _____ and shall remain in full force and effect until Company has received written notification from the Customer of its termination in such time and in such manner as to afford Company and the financial institution a reasonable opportunity to act on it.

By: _____ Printed Name: _____ Title: _____

PTUSA York, LLC Sales Contract Terms & Conditions

1. **Governing Terms.** These Terms and Conditions of Sale ("Terms") and the Sales Order document to which they relate (together, the "Contract") govern the sale and/or delivery by PTUSA York, LLC ("PTUSA") of the animal feed product described in the Sales Order ("Goods") to the buyer identified on such Sales Order ("Buyer"), unless otherwise agreed in a written agreement signed by PTUSA. PTUSA sells and/or furnishes Goods solely pursuant to these Terms and any acceptance is expressly limited to these Terms. Any additional or different terms proposed by Buyer in any offer, acceptance or confirmation are requests for material alterations to these Terms and are rejected by PTUSA. The sale of Goods to Buyer is made under, and is subject to, the National Grain and Feed Association ("NGFA") Trade Rules, which are incorporated herein by this reference, except to extent the same are contradicted by these Terms. In the event of a conflict between these Terms and the NGFA Trade Rules, these Terms will govern.

2. **Price; Changes; Taxes; Fees; Freight Rates; Surcharges.** The price of the Goods is the price stated in the Sales Order. No allowances, adjustments, or discounts to the price or weight of the Goods will be given for any settling, impurities, or shortages of the Goods. Any change in the price or other terms of the Contract caused by government regulations will entitle PTUSA to cancel the Contract or any unshipped portion thereof. In the event any tax (including tonnage tax or sales/use tax), feed inspection fee, public charge, duty, or tariff is assessed or imposed on the Goods, PTUSA's sale thereof, or on the export or import of the Goods, or if any changes are made in the classification for the Goods or in the existing freight rates, then each such tax, fee, charge, duty, tariff or change will be paid by Buyer, and Buyer will promptly reimburse PTUSA if PTUSA incurs the same on Buyer's behalf.

3. **Payment; Security.** Unless otherwise agreed in writing by PTUSA, Buyer will remit payment in full by ACH payment for the Goods as invoiced. All payments will be made in U.S. Dollars. No cash discounts will be granted. All amounts past due will incur a finance charge of 1.5% per month, calculated from the date of delinquency. Buyer will pay PTUSA on demand all costs and expenses incurred by PTUSA in collecting delinquent accounts or in otherwise enforcing these Terms, including reasonable attorneys' fees. PTUSA reserves the right to revise any credit terms or credit limits that may have been previously extended to Buyer. PTUSA will retain a security interest in the Goods sold hereunder to secure any portion of the price not paid by Buyer, and Buyer will, upon PTUSA's request, execute any other documents requested by PTUSA to evidence such interest. Buyer authorizes PTUSA to file financing statements to evidence the security interest described herein.

4. **Weights; Units of Sale.** Unless otherwise specified in the Sales Order, all units of sale or weights of the Goods will be on a unit basis or net weight basis in U.S. tons or pounds. The unit of sale, if agreed by PTUSA, may be by rail car, tank car, truck, barge, container, tote, barrel, tub, bag, or similar bulk conveyance, in which case such weights will be approximate. Unless a demand for arbitration within thirty (30) calendar days of Delivery of the Goods, Buyer waives all claims for a deficiency in weight of the Goods.

5. **Delivery; Shipment.** All Goods will be delivered pursuant to the shipping term specified in the applicable Sales Order ("Delivery"), at which point title and risk of loss will pass to Buyer. PTUSA will use commercially reasonable efforts to ship Goods on or before the scheduled shipment date. Failure on the part of PTUSA to ship or deliver any shipment or installments will not be a breach of PTUSA's obligations under this Contract. No allowance for shortage will be made by PTUSA, unless Buyer furnishes acknowledgement from the carrier that such loss did not occur in transit. In the event of loss or damage in transit, Buyer will file its own claim with the carrier.

6. **Inspection; Acceptance.** Buyer is solely responsible for ensuring the cleanliness and proper functioning of any transport vessel it or its agents use to accept Delivery of the Goods. In the event a transport vessel provided by Buyer is not reasonably acceptable to PTUSA, Buyer will be notified and granted 24 hours to remedy the deficient transport vessel to the reasonable satisfaction of PTUSA or to accept liability for the quality and grade of the shipment. Buyer will have five (5) days after Delivery to determine whether the Goods conform to the limited warranty provided in these Terms. Buyer waives all claims against PTUSA unless such claims are delivered in writing with supporting documentation to PTUSA within such 5-day period.

7. **Limited Warranty; Disclaimers; Limitation of Liability.** PTUSA warrants that at the time of Delivery the Goods will conform to the product attributes described on the feed tags associated with such Goods. This limited warranty is exclusive and in lieu of all other warranties, including without limitation any warranties under the NGFA Trade Rules. PTUSA does not extend this limited warranty, and Buyer may not transfer it, to Buyer's customers or any other third party. PTUSA MAKES NO OTHER WARRANTY, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. PTUSA DOES NOT WARRANT, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, THAT THE GOODS ARE FREE OF OR DO NOT CONTAIN GENETICALLY MODIFIED ORGANISMS OR THAT THEY OTHERWISE QUALIFY AS OR MAY BE CONSIDERED TO BE "NON-GMO" OR "GMO-FREE". Buyer understands, acknowledges and agrees that (a) the Goods are NOT INTENDED FOR HUMAN CONSUMPTION AND PTUSA EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USE, (b) Buyer will not, and will not permit any other party to, use the Goods for human consumption or use the goods for consumption by any animal species other than as described on the feed tag and (c) neither PTUSA nor its suppliers will be liable to Buyer or any third party, in whole or in part, for any claims arising from any such use. Buyer assumes all risk and liability for use and/or resale of the Goods, whether used or resold singly or in combination with any other materials or products. To the maximum extent permitted by applicable law, the sole and exclusive liability of PTUSA, and the sole and exclusive remedy of Buyer, for PTUSA's breach of its limited warranty or any other obligation under these Terms is limited exclusively, at the option of PTUSA, to: (a) replacement of the nonconforming Goods or (b) adjustment of the price of the nonconforming Goods to the fair market value thereof (taking into account such nonconformance) at the time of breach, as reasonably determined by PTUSA. WITHOUT LIMITING THE FOREGOING, PTUSA WILL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING FROM OR RELATED TO THE TRANSACTIONS CONTEMPLATED HEREUNDER, EVEN IF PTUSA KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PTUSA'S

AGGREGATE LIABILITY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR IN TORT OR OTHERWISE), WILL BE LIMITED TO BUYER'S DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE NET AMOUNT PTUSA WAS PAID FOR THE GOODS THAT CAUSED THE DAMAGES OR ARE THE SUBJECT MATTER OF THE CAUSE OF ACTION.

8. **Buyer's Representation.** Buyer represents and warrants that it is not insolvent, as the term is defined under any applicable law, and that Buyer is able to perform its obligations under these Terms.

9. **Default.** In the event: (a) Buyer fails to make full payment for any Goods when due or breaches any other obligation of Buyer under this Contract, (b) Buyer fails to accept conforming Goods, (c) a voluntary or involuntary petition in bankruptcy is filed against Buyer or Buyer becomes insolvent or makes an assignment for the benefit of creditors, (d) Buyer is dissolved, liquidated, merged or transfers a substantial part of its assets, (e) all or a controlling portion of Buyer's stock or other ownership interest is transferred, or (f) Buyer's financial condition becomes unsatisfactory to PTUSA, then PTUSA, in addition to all other rights or remedies hereunder or at law or in equity, may: (i) terminate all pending orders of the Goods without liability to Buyer, (ii) require Buyer to provide adequate assurance of performance, including such payment or other security as PTUSA may specify, (iii) declare all sums due PTUSA by Buyer to be immediately payable, and (iv) make shipments or deliveries only on arrival draft of C.O.D. basis or require cash in advance of shipment. All remedies are cumulative.

10. **Force Majeure.** PTUSA will not be liable for any failure or delay in its shipment or Delivery of the Goods or other performance hereunder in the event such performance is hindered or prevented, directly or indirectly, due to acts of God, fire, flood, wind, disease, pandemic, explosion, war, hostilities, riot, embargo, blockade, civil commotion, sabotage, law, act of government, prohibition to export, labor difficulties, strike or lockout, shortages of fuel or other types of energy, or any other cause beyond the reasonable control of PTUSA (each, a "Force Majeure Event"). If PTUSA is unable to deliver, or Buyer unable to receive, Goods under this Contract due to a Force Majeure Event, then: the Delivery date will be extended by up to thirty (30) calendar days after termination of the Force Majeure Event, but not more than sixty (60) calendar days from the original Delivery date; and should Delivery not be possible within these sixty (60) calendar days, then this Contract or any unfulfilled portion thereof will be cancelled, with no liability on the part of either party to the other.

11. **Research Prohibited.** Except to the extent required by applicable law or as otherwise provided in this Contract, Buyer, directly or through any agent or third party, may not conduct any research, trials, experiments or analysis, including without limitation feeding trials, food use and/or further processing (collectively "Research") on the Goods without the written consent of PTUSA, and Buyer agrees to bind any subsequent possessors and/or purchasers of the Goods to the terms of this section, or similar terms at least as restrictive as those found herein. Buyer will immediately notify PTUSA of any information it discovers that may constitute a violation of this section.

12. **Confidentiality.** These Terms and any information or materials transmitted by PTUSA to Buyer in conjunction with PTUSA's sale of the Goods may contain information confidential and proprietary to PTUSA or its affiliates. Buyer may not use such information except in conjunction with the performance of the transactions contemplated by these Terms and may not disclose such information to any third parties without the prior written consent of PTUSA. The confidentiality obligations set forth in this section are in addition to, and not in derogation of, Buyer's obligations of confidentiality under any other agreement with PTUSA, including any non-disclosure agreements and/or material transfer agreements. In the event of a conflict between the terms of such other agreements and these Terms, the terms of such other agreements will govern.

13. **Legal Compliance; Changes.** Buyer will comply will all applicable laws, ordinances, regulations and administrative rules governing the purchase and/or use of the Goods, including without limitation all environmental laws and regulations and all laws and regulations governing the export or import of the Goods. Buyer will give all notices required by such laws, ordinances, regulations and administrative rules which apply to the Goods. Buyer will comply with applicable laws concerning improper or illegal payments and gifts or gratuities, including the U.S. Foreign Corrupt Practices Act. If Buyer, its agents, or its representatives breach this section 13, then PTUSA may terminate this Contract immediately without liability and recover from Buyer any loss resulting from such termination. Any change in the price of the Goods caused by changes in governmental regulations will entitle PTUSA to cancel any unshipped or undelivered portion of the Goods to be shipped or delivered by PTUSA hereunder.

14. **Governing Law; Disputes.** These Terms, the transactions hereunder, and any claim arising under or relating to the subject matter hereof will in all respects be governed by, subject to, and construed and enforced in accordance with the laws of the State of Kansas, U.S.A., without regard to principles of conflicts of law. Except as provided in this section, all disputes arising out of the performance or non-performance of the parties' obligations hereunder will be settled by arbitration in Wichita, KS, USA, pursuant to the commercial rules of the American Arbitration Association. Notwithstanding the foregoing, PTUSA, at its option, may pursue collection of delinquent payments in any court having jurisdiction, including but not limited to the federal or state courts located in Sedgwick County, KS, USA, and Buyer hereby agrees to the jurisdiction of, and venue within, such courts. Unless otherwise provided in these Terms, any and all claims of Buyer under these Terms are waived unless arbitration is demanded per this section within one (1) year after the date Buyer received the Goods at issue.

15. **Notices; Assignment; Waiver.** PTUSA and Buyer may transmit and receive documents and notices by email in lieu of written documents and notices, unless objected to by Buyer. These Terms will bind and inure to the benefit of PTUSA and Buyer and their respective successors and assigns. Buyer may not assign or delegate any rights or obligations under these Terms without the written consent of PTUSA, and any purported assignment without PTUSA's written consent will be ineffective. PTUSA may assign or delegate any and all rights and obligations under these Terms to a third party without Buyer's consent. PTUSA will not be deemed to have waived any of its rights or remedies under these Terms or any applicable law unless the waiver is in a writing signed by PTUSA, and no waiver of a right or remedy will operate as a waiver of such right or remedy or any other right or remedy on any future occasion.

16. **Entire Agreement; Amendment.** These Terms and all other documents referenced herein constitute the entire agreement between PTUSA and Buyer with regard to the Goods and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating thereto. This Contract and these Terms may not be amended except in a writing signed by PTUSA. No other act, document, course of dealing, usage or custom will be deemed to supersede, cancel, modify or amend these Terms. If any provision of these Terms is adjudicated to be invalid, illegal or unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties and the remaining provisions will remain in full force and effect.