

OTTAWA COOPERATIVE ASSOCIATION  
302 NORTH MAIN, OTTAWA, KANSAS 66067

FERTILIZER DIVISION  
SALES CONTRACT

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SOLD TO: \_\_\_\_\_

CUSTOMER NO. \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_  
CONTRACT TYPE: \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_

SHIP TO: \_\_\_\_\_

PRODUCT: _____
QUANTITY: _____
PRICE: _____

TERMINAL: \_\_\_\_\_

SHIPPING TERMS: \_\_\_\_\_

TERMS: PREPAY DUE
A 1.5% PER MONTH LATE PAYMENT PENALTY WILL BE ASSESSED AFTER DUE DATE.

**CONTRACT TONS REMAINING ON \_\_\_\_\_ MAY BE SUBJECT TO STORAGE FEES UP TO \$10/TON/MO OR CANCELLATION AT OTTAWA COOPERATIVE ASSOCIATION, INC, DISCRETION.**

INSTRUCTIONS:  SPRING PULL
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**THIS CONTRACT, GOVERNED BY THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDE, BECOMES BINDING UPON RECEIPT OF WRITTEN ACCEPTANCE. BUYER REPRESENTS THAT THE ADDRESS SET FORTH ABOVE FOR BUYER IS CORRECT AND IS THE BUYER'S PRINCIPAL PLACE OF BUSINESS.**

ACCEPTED: \_\_\_\_\_ (BUYER)      OTTAWA COOP ASSOCIATION (SELLER)

BY: \_\_\_\_\_      BY: \_\_\_\_\_

TITLE: \_\_\_\_\_      TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_      DATE: \_\_\_\_\_

**ORIGINAL COPY**

**Thank you for your business!**

#### ADDITIONAL TERMS AND CONDITIONS

1. All terms and conditions of this Sales Contract are subject to approval of Seller. If price is not entered on the first page of this Sales Contract, Material will be priced by Seller, at its sole discretion, at the time of shipment.
2. All orders accepted and shipments made are subject to approval of Buyer's credit by Seller.
3. Buyer, upon demand, shall pay to Seller forthwith the amounts of all expenses, including reasonable attorneys' fees and legal expenses, incurred by Seller in seeking to collect any payments secured hereunder or to enforce any rights in the collateral.
4. SELLER MAKES NO EXPRESS WARRANTY OF ANY KIND WHATEVER, UNLESS SPECIFICALLY SET OUT IN WRITING IN THIS CONTRACT, AND ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT. BUYER'S SOLE REMEDY IS LIMITED TO THE RIGHT TO CLAIM DAMAGES IN AN AMOUNT NOT GREATER THAN THE PURCHASE PRICE OF THE GOODS AS TO WHICH DAMAGES ARE CLAIMED. THAT REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE BUYER AND ANY RIGHT OF THE BUYER TO CONSEQUENTIAL AND INCIDENTAL DAMAGE IS EXCLUDED.
5. Seller shall not be liable in any respect for failure or delay in the fulfillment of this Contract if hindered or prevented, directly or indirectly by war, national emergency, inadequate transportation facilities, inability to secure fuel or power, fire, flood, windstorm, or other acts of God, strikes, lock-out or other labor disturbances, orders or acts of any government or government agency or authority, accidents to machinery, or any cause of like or different kind beyond Seller's reasonable control, including the failure of Seller's suppliers to furnish all of Seller's requirement.
6. Any change in the price or terms of the contract caused by government regulation shall entitle Seller to cancel any unshipped portion thereof.
7. In the event Seller is unable, due to any circumstances or contingency previously mentioned, to supply its own customer(s) requirements of Materials specified, Seller may allocate its available supply among its own customers, including affiliates or divisions, in a manner determined by Seller to be fair and equitable, and Seller shall not, in such event, be liable to Buyer for failure to deliver all or any part of the Materials specified. Seller shall have 72 hours to make Buyer's Material available after notice from Buyer that the Material is desired on a specific date.
8. In the event Buyer has prepaid for Material from Seller, and Seller is unable to fulfill said order for any of the reasons set forth above, Seller shall refund to Buyer the unused portion of the prepayment. Buyers shall not be entitled to any interest on any refunded portion of a prepayment.
9. At any time, upon demand, Buyer will make cash payment in advance to Seller of designated portion on all of said purchase price as Seller may specify. If Buyer fails to make such cash payment or furnish satisfactory security upon demand, Seller shall have the option of terminating its obligations hereunder as to any undelivered Material, or reselling such undelivered Material in the open market for Buyer's account, in which latter event Buyer shall pay Seller the amount of any loss incurred.
10. Taxes or assessments imposed by any government agency shall be the responsibility of Buyer and are not included in purchase price of said Material.
11. Buyer represents that it is familiar with the characteristics, qualities and potentialities of the Material. Seller shall not be liable for the results obtained in using the Material sold hereunder, either alone or in combination with other substance, and shall not in any case be liable for injury to or death of persons, damages to property or economic loss resulting from or connected with the use, treatment, storage, transportation, or handling of the material whether alone or in combination with any other substance.
12. If any part of this contract remains unfilled at expiration, Seller reserves the right, without further notice to the Buyer, to extend the time of shipment, cancel this contract, charge storage fees as set forth on the first page, and sell the Material on the open market, charging all losses, to Buyer. Seller also reserves the right to cancel this Contract if Buyer refuses any delivery of the material which is shipped according to the delivery schedule specified on the face of this document or otherwise agreed to.
13. None of the terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except with written consent of an authorized representative of Seller.
14. The rights and obligations of the parties under this Contract are not assignable by either party without prior written consent of the other. If any part of the Contract is found to be void or unenforceable the provisions shall be severable and those provisions which are lawful shall remain in full force and effect.
15. Buyer may "buy out" the remainder of any Material due under this Contract by paying the difference between the Contract price and the market rate for the same Material on the day of the "buy out." Seller may not provide cash refunds pursuant to IRS regulations. Any sums due to Buyer will be paid as credit only and not in cash.