



KANZA COOPERATIVE ASSOCIATION

Accounts Receivable
 PO Box 18
 Andale, KS 67001

PH.(316)444-2141 FAX (316) 444-2112

ANDALE-ANTRIM-BYERS-COATS-COLWICH-DILLWYN-FURLEY-IUKA-PRATT-RANDLE-SEDGWICK-STAFFORD-ST.JOHN-VALLEY CENTER-ZENITH

WWW.KANZACOOP.COM

(Please Print)

DATE _____

1 LEGAL NAME: _____ SOCIAL SECURITY # _____

(FOR COMMERCIAL ACCOUNTS SKIP 1, 6 & 7) OR

2 LEGAL BUSINESS NAME: _____ FED ID # _____

3 MAILING ADDRESS: _____ DATE OF BIRTH _____

SHIPPING ADDRESS: _____

4 CITY: _____ STATE _____ ZIP CODE _____

5 TELEPHONE: () _____ FAX# _____ EMAIL ADDRESS _____

| | | | | |
|---|--------------------------------|--|---------------------------|---|
| 6 | Number of years farming _____ | Are you a Common Stockholder of Kanza Co-op? | Y | N |
| | Livestock Numbers: Dairy _____ | Beef Cows _____ | | |
| | Hogs _____ | Feeder Cattle _____ | | |
| | Current: Irrigated Acres _____ | Dryland Acres _____ | Acres Owned _____ | |
| | Rented from Others _____ | Rented to Others _____ | Your Share of Crops _____ | |
| | Your Share of Fertilizer _____ | Other Farming Interests: _____ | | |

7 NAME OF BUSINESS OR EMPLOYER (if other than farming) _____

BUSINESS OR EMPLOYER ADDRESS _____

EMPLOYER PHONE () _____

Are you the owner? _____ OR Employee _____ How Long? _____

JOB TITLE _____

8 BANK NAME _____ ADDRESS _____

BANK CONTACT _____ BANK PHONE # _____

9 TRADE REFERENCES: (Places of business where you have an account. Complete name, address and phone number.)

*1. _____

*2. _____

*3. _____

10 Additional information _____

11 *Items you wish to purchase _____

*Amount of credit desired _____

* If fuel cards are needed, how many? _____ List Authorized users: _____

**KANZA COOPERATIVE ASSOCIATION
IUKA, KANSAS
CREDIT AGREEMENT**

THIS AGREEMENT is made and entered into on the date stated below by the undersigned Paton and Kanza Cooperative Association (the "Cooperative") and, to the extent applicable, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, 15 U.S.C. § 1601 *et seq.*, as amended) and the Kansas Uniform Consumer Credit Code (K.S.A. 16a 1-101 *et seq.*, as amended). The Cooperative agrees, if this agreement is approved by it, that it shall allow the Credit Patron to purchase goods and services on credit and Patron agrees to pay for any goods and services in accordance with this agreement. Patron agrees and warrants by signing this agreement that he, she, or it is bound by this agreement and no further signature is required for the Cooperative to enforce its rights under this agreement in the event Patron defaults or fails to pay for any quantity of future goods or services provided pursuant to this agreement. Credit will not be extended until a credit agreement is received and approved. The Patron agrees that the Cooperative or its agents may request financial statements, credit reports, consumer credit reports or investigative consumer reports from one or more credit reporting agencies in connection with your application and the administration of your account. The Patron also authorizes the Cooperative to exchange credit information concerning their account with (and answer questions and requests from) others, such as the Patron's credit references, merchants and credit reporting agencies.

DUE DATE: All purchases made on credit during the month that are reflected on the periodic billing statement for such month are due and payable upon receipt of the statement.

CONVENIENCE CREDIT: If all purchases are paid in full before the last business day of the month following the month of purchase, the account shall not be subject to any FINANCE CHARGE. The Patron agrees Cooperative shall not waive FINANCE CHARGE after such charges accrue except as may otherwise be provided by law.

FINANCE CHARGE: Any balance not paid before the close of the business day of the month following the month of purchase will be subject to a FINANCE CHARGE OF 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%. Said FINANCE CHARGE to apply to the unpaid balance on the account on the first day of the next billing cycle carried over from the prior month, and the minimum amount of such charge shall be \$.50 per month.

TERMINATION OF CREDIT: The Cooperative reserves the right to terminate credit sales to Patron at any time without prior notification, and in addition thereto, no additional credit purchases will be allowed to any account that is over 30 days past due.

CHANGE IN TERMS: This agreement may be changed by the Cooperative to increase the FINANCE CHARGE, change the due date, change the billing cycle, change the method of calculating the FINANCE CHARGE, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the patron 30 days prior to the effective date of charge. No waiver, amendment, release, or modification of this agreement shall be established by conduct, custom, or course of dealing, but solely by a written document executed by both parties except as otherwise provided in this section.

PERSONAL GUARANTEE: The Cooperative reserves the right, in its sole discretion, to obtain one or more personal guarantees from the principal(s) of any entity before approving this credit agreement or at such later time as it may deem necessary.

SECURITY FOR AGRICULTURAL PRODUCER AND COMMERCIAL ACCOUNTS:

To secure payment and performance of all the Patrons' obligations under this Agreement and all other liabilities, guarantees, covenants and duties owed by the Patron to the Cooperative, whether or not evidenced by this or by any other agreement, absolute or contingent, due or to become due, now existing or hereafter and howsoever created, the Patron hereby grants the Cooperative a security interest in and to all of the following property ("Collateral") to the extent applicable:

- A. Farm Products including but not limited to : Crops, whether annual or perennial, whether grown, growing or to be grown, and whether harvested or unharvested, the products thereof and stored grain, including all of the foregoing designated as inventory; also any negotiable or nonnegotiable documents, scale tickets and the like resulting from the storage thereof; also seed, fertilizer, chemicals, and other supplies used or produced by Patron in farming operations; also accounts, contract rights (including proceeds from insurance policies covering the Collateral),

instruments, documents and general intangibles, whether now owned or hereafter acquired and wherever located, hedging and commodity accounts or agreements, now or hereafter in effect, together with all rights in and to such accounts or agreements and all payments due or to become due thereunder; also all poultry , livestock, born or unborn, including aquatic goods produced in aquacultural operations, along with their products, produce or replacements in their finished or unfinished states including all of the foregoing designated as inventory.

- B. Inventory including but not limited to all inventory now owned or hereafter acquired by the Patron, including, but not limited to, all raw materials, work in process, finished goods, inventory leased to others or held for lease, merchandise, parts and supplies of every kind and description, including inventory temporarily out of the Patron's custody or possession, together with all returns on accounts (the "Inventory").
- C. Capital Investments in the Cooperative including but not limited to all common stock, preferred stock, also non-stock capital accounts including but not limited to stock credits, participation certificates, ledger credits, revolving fund credits, per-unit retains, qualified and nonqualified allocation credits and such other book credits for which provision is now or hereafter may be made for in the Articles and Bylaws of the Cooperative.

The Cooperative's security interest in the Collateral shall be a continuing lien and shall include the proceeds and products of the Collateral including, but not limited to, the proceeds of any insurance thereon. Patron hereby consents to Cooperative filing financing statements as Cooperative deems appropriate in its sole discretion in all locations deemed appropriate by the Cooperative. The security interest granted to Cooperative in the Collateral shall not secure or be deemed to secure any credit extended to the Patron which is, at the time of its creation, subject to the provisions of any state or federal consumer credit or truth-in-lending disclosure statutes.

COLLECTION/ATTORNEY FEES: Patron agrees to pay the reasonable costs of collection, including, but not limited to, attorney fees, collection agency fees, and court costs. In cases where K.S.A. 16a-2-507, as amended, applies, Cooperative may recover attorney fees or collection agency fees, but not both, and such fees may not exceed 15% of the unpaid debt after default.

AGENCY: Until notified in writing to the contrary by the Patron, Patron authorizes Patron's spouse, children over the age of sixteen years, and employees, if any, to purchase goods or services and charge them to the Patron's account.

SIGN HERE IF CREDIT PATRON(S) IS AN INDIVIDUAL:

Patron Signature: _____ Co-Patron Signature: _____
Printed Name: _____ Printed Name: _____

SIGN HERE IF CREDIT PATRON IS A BUSINESS ENTITY:

The person executing this agreement has authority to bind the credit Patron and is authorized by the credit Patron to enter into the terms and conditions set forth in this Charge Account Agreement.

Name of Patron: _____
Signature of Officer: _____ Title: _____
Printed Name and Position

NOTE: 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 that 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 the law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

FACTS

WHAT DOES DO WITH YOUR PERSONAL INFORMATION?

| | |
|--------------|--|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and ■ _____ and ■ _____ and |
| How? | All financial companies need to share _____ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their _____ personal information; the reasons _____ chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does _____ share? | Can you limit this sharing? |
|--|-------------------|-----------------------------|
| For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | | |
| For our marketing purposes— to offer our products and services to you | | |
| For joint marketing with other financial companies | | |
| For our affiliates' everyday business purposes— information about your transactions and experiences | | |
| For our affiliates' everyday business purposes— information about your creditworthiness | | |
| For our affiliates to market to you | | |
| For nonaffiliates to market to you | | |

| | |
|-----------------------------|---|
| To limit our sharing | <ul style="list-style-type: none"> ■ Mail the form below <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information _____ days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p> |
|-----------------------------|---|

| | |
|-------------------|------------|
| Questions? | Call _____ |
|-------------------|------------|



Mail-in Form

| | | | |
|-----------------|---------------------------------|--|--|
| | Mark any/all you want to limit: | | |
| | | | |
| | Name | | |
| | Address | | |
| | City, State, Zip | | |
| Mail To: | | | |

Who we are

Who is providing this notice?

What we do

How does protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does collect my personal information?

We collect your personal information, for example, when you

- or
- or
-

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

-

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

-

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

-

Other important information



Account Disclosures

| Interest Rate and Interest Charges | |
|---|---|
| Annual Percentage Rate (APR) for Purchases | 18.00% |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than \$.50 |
| How to Avoid Paying Interest | We will not charge you any interest on purchases if you pay the Balance before the last day of the month following the month of purchase. |

| Fees | |
|---|--|
| Penalty Fees <ul style="list-style-type: none">• Returned Payment• Insufficient Check Fee | \$30.00 The lesser of \$6.50 or the amount us by your bank or lending institution |

How We Will Calculate Your Balance: We use a method called "Previous Balance." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Opening Disclosures.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:

Kanza Cooperative Association
PO Box 18
Andale, KS 67001

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

NOTICE: These Account Disclosures are provided pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, Public Law 90-231: 82 Stat. 146, (hereinafter, "TILA")) to the extent the foregoing is applicable. Kanza Cooperative Association is only subject to TILA or any other law to the extent provided therein, and nothing in these disclosures or any other account documents shall be construed as an intention to incorporate such laws when they do not apply or as a waiver of defenses available to Kanza Cooperative Association.

KANSAS DEPARTMENT OF REVENUE
AGRICULTURAL EXEMPTION CERTIFICATE

466318

Seller Name: KANZA COOPERATIVE ASSOCIATION

Seller Address: PO BOX 18 ANDALE KS 67001
Street City State Zip Code

Purchaser Name:

Purchaser Address:
Street City State Zip Code

Provide a description of tangible property or services purchased: CHEMICALS, SEED, FERTILIZER, FUEL, FEED
PARTS & SERVICES FOR EXEMPT MACHINERY

PART A (required) - QUALIFYING EXEMPTION

Check all that apply.

- Property purchased is an ingredient or component part. Complete Part D. [see K.S.A. 79-3606(m)]
Property purchased is consumed in production. Complete Part D. [see K.S.A. 79-3606(n)]
Property purchased is propane for agricultural use. Complete Part D. [see K.S.A. 79-3606(w)]
Property purchased is farm machinery and equipment or aquaculture machinery and equipment, repair and replacement parts therefor or services performed in repair and maintenance of such machinery and equipment, which will be used exclusively in farming, ranching, or aquaculture production. If property is a work-site utility vehicle. Complete Part C. [see K.S.A. 79-3606(t)]
Property purchased is seed, tree seedling, fertilizer, insecticide, herbicide, germicide, pesticide, fungicide, or services, purchased and used for the purpose of producing plants in order to prevent soil erosion on land devoted to agricultural use. Complete Part D. [see K.S.A. 79-3606(mm)]
Property purchased is tangible personal property or services necessary to construct, reconstruct, repair, or replace any fence that is used to enclose land devoted to agricultural use. Complete Part B. [see K.S.A. 79-3606d(b)]

PART B - FENCING

Location of agriculture land:
City State Zip Code County

Name of agricultural landowner or operator:

- By checking this box, I certify that I have read the instructions included on the back of this form and the tangible personal property or services purchased will be used to enclose land which is devoted to agricultural use only and I acknowledge that any tangible personal property or service purchased which is not used exclusively to enclose land devoted for agricultural use is subject to Kansas sales tax. Complete Part D.

PART C - WORK-SITE UTILITY VEHICLE

Confirm that the purchased vehicle has all the following specifications.

- Vehicle is NO less than forty-eight (48) inches in width
Vehicle's unladen weight, including fuel, is more than eight hundred (800) pounds
Vehicle is equipped with four or more non-highway tires
Vehicle is equipped with bench or bucket type seating
Vehicle is equipped with bed or cargo box for hauling materials

All five boxes must be checked for the vehicle to qualify for the agricultural exemption.

Select all activities the vehicle will be used for:

- Farming Ranching Agriculture

Describe how the vehicle will be used in each activity selected above:

- By checking this box, I certify that I have read the instructions included on the back of this form and the vehicle purchased will be used exclusively in farming, ranching, or aquaculture production and that using the vehicle in any other activity, such as hunting or other recreational purposes, subjects the vehicle to Kansas sales tax. Complete Part D.

PART D (required) - CERTIFICATION FOR ALL PURCHASERS INCLUDING CONTRACTORS

I declare under penalty of perjury under the law of the State of Kansas that the foregoing is true and correct and that I have read the guidance included on the back of this form. I further understand that in the event the property so purchased is not used in accordance with the exemption checked above, I may be liable for any Kansas sales tax owed and any applicable penalties and interest.

Signature Print Name Date

- Check this box and sign above as a purchaser, if you are a contractor purchasing materials (tangible personal property) for fencing used to enclose land devoted to agricultural purposes.

AGRICULTURAL EXEMPTION INSTRUCTIONS

GENERAL INSTRUCTIONS

All purchasers must complete Part A and Part D of the form. Part B and Part C are only required to be completed, if applicable to the items being purchased. Sellers/retailers should retain a completed copy of this certificate in their records for at least three years from the date of sale.

PART A

Ingredient or Component Part

Exempt: wheat, corn, milo, soybean, sunflower seed used to produce these crops; feed for beef or dairy cattle, sheep, and hogs; ground grain for chickens in a poultry or egg-laying operation; food for aquatic plants and animals (fish); baler twine, baler wire, and bale wrap which is used on hay that will be resold or used in a livestock production operation.

Taxable: bedding plants and seeds for a home garden; or food for pets and pleasure animals.

Consumed in Production

Exempt: insecticide, herbicides, fungicides, fumigants, germicides, pesticides, and other chemicals used in growing agricultural crops for resale or used in the processing or storage of fruit, vegetables, feeds, seeds, and grains; antibiotics, biologicals, pharmaceuticals, vitamins, minerals, and like products which are fed, injected, or otherwise applied to livestock for sale; off-road diesel fuel, oil, and oil additives consumed by farm machinery and equipment; LP gas for agricultural use.

Taxable: insecticides and the like purchased for use in a home garden; antibiotics, vitamins purchased for pets or pleasure animals; fuels, oils, for passenger vehicles, vehicles tagged for road or highway use, and all-terrain vehicles (ATV).

Propane for Agricultural Use

Exempt: propane used to operate farm machinery and equipment.

Taxable: propane for non-agricultural purposes, including but not limited to, barbecue grills, campers, RVs, passenger vehicles, vehicles tagged for road or highway use, and all-terrain vehicles (ATV).

Farm, Ranch, or Aquaculture Machinery and Equipment

Note – to qualify for the farm, ranch, or aquaculture machinery and equipment exemption, the machinery or equipment must be used **exclusively** in farming, ranching, or aquacultural production. Farming or ranching includes the operation of a feedlot, nursery, or Christmas tree farm, and farm or ranch work for hire. The exemption applies to the rental, lease, or purchase of the machinery or equipment, as well as the parts and labor purchased to repair or maintain the machinery or equipment.

Exempt: combines, discs, farm tractors, harrows, hay balers, irrigation and milking equipment, planters, plows, tillers, qualifying work-site utility vehicles (see Part C instructions), and precision farming equipment.

Taxable: air compressors, tanks, passenger vehicles, vehicles tagged for road or highway use, all-terrain vehicles (ATV), barn ventilators, building and electrical materials, bulldozers, garden hoses, grain bins, hand tools, lawnmowers, silos, water and gas wells, welding equipment, and any equipment that becomes a part of a building, facility, or land improvement.

Prevention of Soil Erosion

Exempt: seeds and tree seedlings, fertilizers, insecticides, herbicides, germicides, pesticides, fungicides, and services, purchased and used for the purpose of producing plants in order to prevent soil erosion on land devoted to agricultural use.

Fencing for Agricultural Land – see instructions for Part B

PART B

Effective July 1, 2022, purchasers, which includes contractors, may use this certificate to purchase tangible personal property necessary to construct, reconstruct, repair, or replace any fence used to enclose land devoted to agriculture use exempt from Kansas sales tax. The location of the agricultural land is the location of the land where the fence will be constructed, reconstructed, repaired, or replaced.

Exempt: barbed wire, T-posts, concrete mix, post caps, T-post clips, screw hooks, nails, staples, gates, electric fence posts, electric insulators, and electric fence chargers.

PART C

The retail sale of a “work-site utility vehicle” may be exempt from Kansas sales tax, if it meets all statutory requirements. To be considered a “work-site utility vehicle”, the vehicle must be equipped with a bed or cargo box for hauling materials. Additionally, the vehicle must be used **exclusively** in farming, ranching, or aquaculture production. If the vehicle is used for any purpose other than farming, ranching or aquaculture production, such as, hunting, trail riding, fishing, mudding, transporting persons, or any recreational purpose, the purchase of the vehicle is subject to Kansas sales tax.

PART D

By signing this part of the form, you are declaring that under penalty of perjury under the law of the State of Kansas that the information provided in the form is true and correct and that you have read these instructions and further understand that in the event the property or service so purchased is not used in accordance with the exemption claimed, you may be liable for any Kansas sales tax owed and any applicable penalties and interest. Contractors are considered purchasers and must sign this form.