



Plant Location:
605 North Third Street • El Centro, CA 92243

Business Address:
340 Michigan St. SE • PO Box 609 • Hutchinson, MN 55350-0609
Phone: (800) 328-5189 • Fax: 320-587-5816

CREDIT AGREEMENT APPLICATION

Applicant's Legal Name _____ Telephone () _____

Trade Name _____ DNB # _____ FAX () _____

E-mail address for contracts _____ E-mail address for invoices _____

Street _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

[] Division [] Subsidiary of _____ City _____ State _____ Zip _____

LIST CORPORATE OFFICER, PARTNERS AND OWNERS

Title	Name	Home Address	Home Phone

LIST FOUR TRADE REFERENCES

Company	Address	Telephone No.	Fax No.	Payment Terms

BANK REFERENCES

Bank Branch and Address _____

Account Officer _____ Telephone () _____

Fax No. () _____

Collateral pledged to the bank _____ Account No. _____

Amount and type of credit line(s) extended _____

GENERAL INFORMATION

INDICATE CORPORATE STRUCTURE

_____ Public _____ Private Corp.
_____ Sub-Chapter S Corporation
_____ Partnership
_____ Proprietorship: Soc. Sec.# _____ - _____ - _____

NATURE OF BUSINESS:

_____ Wholesaler
_____ Processor/Manufacturer
_____ Other:

State in which incorporated: _____ No. of Employees: _____

In Business Since: _____ Annual Sales: _____

Fiscal Year-End Is: _____ Accounting Firm: _____

Applicant authorizes Imperial Valley Biodiesel to obtain and exchange credit information from trade/bank references and credit reporting agencies. Information and statement in this application are true and complete and are made for the purpose of obtaining a line of credit from Imperial Valley Biodiesel. If credit is granted, the applicant will agree to pay for purchases in accordance with the terms of sale as Imperial Valley Biodiesel may establish. THIS APPLICATION INCLUDES ALL THE TERMS SET FORTH ON THE REVERSE SIDE.

Company: _____

Date _____ By: **X** _____

Officer/Owner

Title

CREDIT AGREEMENT

- (1) Applicant acknowledges that in reaching its credit decision, Imperial Valley Biodiesel, is relying on the information contained in this application and, if required by Imperial Valley Biodiesel, in the applicant's accompanying current financial statements. Applicant agrees to supplement the information contained in this application and any accompanying documents without further request by Imperial Valley Biodiesel immediately after any significant or reasonably adverse change occurs in any of the information so provided to Imperial Valley Biodiesel.
- (2) Applicant recognizes that Imperial Valley Biodiesel is not obligated to grant open account payment terms and that banks and trade references sometimes require authorization prior to releasing credit information. If required, a photocopy of this credit application is authorization for the bank and the trade references to provide necessary credit information to Imperial Valley Biodiesel.
- (3) Applicant hereby agrees to make payments as necessary to keep the account balance within the terms established by Imperial Valley Biodiesel. In the event of failure by application to make payments necessary to keep the account balance within the credit terms, Imperial Valley Biodiesel may immediately suspend all future shipments on other than promptly payment terms such as cash or cashier's check and may further demand immediate payment of the full balance, in either of which cause applicant agrees to pay Imperial Valley Biodiesel reasonable attorney's fees and all costs incurred in collecting sums due Imperial Valley Biodiesel.
- (4) Applicant hereby recognizes that any sale on credit terms by Imperial Valley Biodiesel is essentially an extension of unsecured credit by Imperial Valley Biodiesel. Accordingly, and notwithstanding any previous extensions of credit by Imperial Valley Biodiesel to applicant, all rights conferred by Imperial Valley Biodiesel hereunder or pursuant to the terms of any credit arrangement between applicant and Imperial Valley Biodiesel may be terminated at any time for any reason, at the exclusive option of Imperial Valley Biodiesel.
- (5) Applicant hereby acknowledges that all of the information contained in this application and in any financial document accompanying it shall survive the execution of this agreement and shall remain effective for the enter period, if any, in which Imperial Valley Biodiesel extends credit to applicant. Applicant further acknowledges that the invalidity of any portion of this application shall not affect the validity of the remaining portions which shall remain in full force and affect.
- (6) Applicant agrees in submitting this credit application to Imperial Valley Biodiesel in the State of Minnesota to submit to the jurisdiction of the courts of the State of Minnesota with respect to any action initiated by Imperial Valley Biodiesel to collect any sum alleged due it from applicant. Applicant further agrees that this application and applicant's relationship with Imperial Valley Biodiesel shall be governed by, construed under and enforced in accordance with the laws of the State of Minnesota. Imperial Valley Biodiesel may, at it's option, initiate action to collect any sum alleged due, in any state, province or locality.
- (7) Applicant agrees past due balances will be charged a LATE FEE of 1 1/2% on the 31st day of INVOICE and monthly, until paid in full.