

Nutrien Ag Solutions, Inc.
KASOTA MN WHOLESALE (6001)
PO BOX 55
KASOTA, MN 56050
507-931-6660



Adam J Johnson (20230837-12/31/22)

INVOICE

Invoice #: 50309462
Invoice Date: 03/01/23
Due Date: 04/15/23
Delivery Date: 02/28/23
Order #: 23349043
PO#: 225429 - MN Contract
Sales Rep: Sutherland, Dale

MN DEPT OF TRANSPORTATION (1278960)
1123 MESABA AVE
DULUTH, MN 55801

Ship Via: Common Carrier County: ST. LOUIS

Product #	Product Description	Quantity	Unit Price	Sales Tax	Gross Ext'd Price
1001060527 - TERRAVUE (STEWARDSHIP) 6X1.1LB 62719-738		1.1000 LB	100.0000		110.00
1001168329 - ROUNDUP PRO CONCENTRATE 2X2.5GA 524-529		5.0000 GA	32.8000		164.00
1000179794 - CHEMICAL TAX		1.0000 EA	2.8200		2.82

Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

FRAUD ALERT – Our bank information has NOT changed. Please immediately call (833) 684-9293 and speak to a member of our Credit Department if you are asked to change bank information. Again, DO NOT CHANGE OUR BANK REMITTANCE INFORMATION.

Additional Information

Invoice Sub Total: 276.82
Sales Tax: 0.00
Invoice Total: 276.82
Less Prepay Used: 0.00
Less Prepay Discount: 0.00
Gross Invoice Total: 276.82
Amount Due: 276.82

Remit To:

Nutrien Ag Solutions, Inc.
PO BOX 10
WALL LAKE, IA 51466

TERMS AND CONDITIONS

1. In connection with our mutual agreement for delivery of product, equipment or services by the entity identified on the first page of this document ("Seller"), you ("Customer") have agreed to the acceptance of these terms and conditions ("Terms and Conditions"). These Terms and Conditions, together with any terms specified in the preceding page(s), or in any other document which incorporates these Terms and Conditions, if any (for example, a credit application/agreement), and any terms and conditions contained on any product (collectively, the "Agreement"), represent and incorporate the entire understanding between the parties with respect to the subject matter hereof and supersede all previous oral or written agreements between Seller and Customer regarding the products, equipment and services provided by Seller (except in those instances when a separate agreement executed by both Seller and Customer provides that it is to control). Any terms contained in any Customer purchase order, or other Customer document, which are inconsistent with or in addition to the terms contained in the Agreement shall be deemed rejected in advance and shall form no part of the Agreement, and in the event of a conflict between the terms of the Agreement and any such document, the terms of the Agreement shall govern and prevail. In the event of a conflict between these Terms and Conditions and the terms in the preceding page(s), or in any document which incorporates these Terms and Conditions, if any, as applicable, these Terms and Conditions shall control. The terms of the Agreement may not be amended or waived except in a writing signed by the parties hereto.
2. Customer represents and warrants that it is familiar with the characteristics, qualities, and uses of the product or equipment sold or leased, or services delivered by Seller in connection herewith, that Customer is not relying on Seller's skill or judgment to select or furnish product, equipment or services for any particular purpose, and that Customer has been provided adequate product and equipment information and instructions and will follow the proper directions in the use of any product or equipment. Ineffectiveness of products or equipment sold or leased in connection herewith, or other unintended consequences, may result because of such factors as (without limitation) the presence of unfavorable geologic or weather conditions, or the manner of use or application, and these risks and liabilities, along with any others (without limitation), are hereby assumed by Customer, user, and their customers. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES TO CUSTOMER, USER OR ANY THIRD PARTY. RESPECTING ANY PRODUCT, EQUIPMENT, OR SERVICES PROVIDED IN CONNECTION HERewith, EXCEPT THAT SERVICES WILL BE CONSISTENT WITH SELLER'S STANDARD PRACTICES AND THOSE WHICH ARE GENERALLY FOLLOWED BY SIMILAR PROVIDERS IN THE SAME INDUSTRY. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW, ORALLY OR IN WRITING, BY USAGE OF TRADE, COURSE OF DEALING, STATUTORY OR OTHERWISE, RESPECTING THE PRODUCT, EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. No person or agent has any authority on behalf of Seller to make any warranties, guarantees, or representations different from, or in addition to, those stated herein. Customer acknowledges and agrees that, to the extent services, products, or equipment sold or leased by Seller in connection herewith are performed or manufactured by third parties, including independent contractors performing services on behalf of Seller, such services, products or equipment are furnished "AS-IS" by Seller and are subject only to the third-party provider's or manufacturer's warranties, if any, which attach to such services, product or equipment.
3. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, ENHANCED OR SPECIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOST PROFITS, DIMINUTION IN VALUE OR LOSS OF YIELD, FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SELLER'S LIABILITY FOR DIRECT DAMAGES (A) FOR PRODUCT SOLD OR EQUIPMENT PROVIDED SHALL IN NO EVENT EXCEED THE PURCHASE OR LEASE PRICE OF THE PARTICULAR PRODUCT OR EQUIPMENT WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED, AND (B) FOR SERVICES PROVIDED SHALL NOT EXCEED THE FEES PAID OR PAYABLE FOR THE PARTICULAR SERVICES PERFORMED. Seller does not warrant and shall not be liable for any results obtained in using any product or equipment sold or leased hereunder either alone or in combination with other substances, products or equipment or for any results obtained in using any services, and shall not in any case be liable to Customer or any other person or entity for damages to person or property or otherwise, incurred as a result of the purchase, use (negligent or otherwise), treatment, storage, handling (including without limitation damage or like charges), disposal, application or performance of any product or equipment sold or leased hereunder or use of any service provided hereunder.
4. Orders for product, equipment sold or leased, or services, including those with delayed delivery dates, cannot be cancelled absent written authorization from Seller. Seller may, but shall not be obligated to, accept returns of products in their original condition (i.e. without any damage or diminution in value), and in such event, Customer shall pay the "restocking fee" invoiced by Seller therefor in accordance with the payment terms contained herein. The parties intend that the restocking fee constitute liquidated damages to compensate Seller for the handling of such products and are not a penalty. The parties acknowledge and agree that the Seller's harm caused by handling of the restocked product would be impossible or very difficult to accurately estimate at the time of contracting and that the restocking fee is a reasonable estimate of the anticipated or actual impact to Seller that might arise from handling such a return and is Seller's exclusive remedy for allowing such a return and handling the product. Any claim for shortage, damage, or condition of product (excluding chemical analysis) sold or equipment leased hereunder or deficiency in services must be made in writing at once upon arrival of such product or equipment or delivery of the services. Failure by Customer to so notify Seller will be deemed a waiver of such claims by Customer. Where delivery is Customer's responsibility, risk of loss or damage to any product sold, equipment sold or leased, or containers used to transport either shall pass to Customer when Seller or its designated carrier or agent enters Customer's property. The terms of credit for Customer making purchases are as follows: (i) payment in full is due and payable as presented on the first page of this document; (ii) for Customers with payment dates of the 10th day of month, Statement amounts not paid by the 25th day of the month following the Statement, shall also be liable for a one time default penalty fee equal to four percent (4%) of the unpaid amount for purchases in Mississippi, North Carolina or five percent (5%) in South Carolina, Georgia, Alabama, Arkansas, Virginia, Maryland, Delaware, New York, Pennsylvania, Connecticut, Maine, Vermont, Rhode Island, New Hampshire, West Virginia, Louisiana, Oklahoma, New Mexico & Texas; (iii) all Customers with credit terms, for amounts due and not paid by the 25th day of the month following the Statement date, shall also be liable for a finance charge on the unpaid balance at the highest rate allowable by statutory law. The terms of the invoice supplement any credit application/agreement.
5. Customer agrees to investigate, indemnify, defend and hold harmless Seller and its affiliates and each of their respective shareholders, directors, officers, employees and agents from and against all liability, loss, damages, injury, claims, judgments, demands, penalties, fines, suits or proceedings, whether judicial, administrative or otherwise, and attorney's fees and other costs and expenses of whatever kind and nature, arising out of or in any manner related to the use, transportation, storage, handling, disposal, operation or performance of the product or equipment or delivery of the services provided by or on behalf of Seller hereunder.
6. Any invoice not paid in full by the 25th day of the month will be assessed a finance charge of 2% per month (24.0% APR) except as listed below. The finance charge will be computed as of Seller's accounting month end closing and each succeeding month end until the balance is paid in full. In addition to any right of set-off, deduction or recoupment provided or allowed by law, Seller may set off against, and deduct and recover from, any amounts due or to become due from Customer to Seller, or any of its affiliates, any amounts due or to become due from Seller, or its affiliates, to Customer. In the event that Customer is not current in its payments or there is a negative change in Customer's Credit Profile, Seller reserves the suspend services and delivery as well as the right to change the credit terms to Customer.

STATE	MONTHLY RATE	APR
Alabama, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Louisiana, Massachusetts, Minnesota, Montana, Nevada, North Carolina, North Dakota, Oklahoma, Oregon, South Carolina, Utah, Washington, Wisconsin, Wyoming, Texas	1.50%	18.0%
Arkansas	1.42%	17.0%
Indiana, Mississippi	1.75%	21.0%
Maine	1.80%	21.0%
	Above \$25,000	12.0%
Nebraska	1.33%	16.0%
New Mexico	1.50%	18.0%
	Above \$500	12.0%
West Virginia	First \$1,500	15.0%
	Above \$1,500	18.0%

7. Seller, without written notification to the Customer, will comply with future statutes adopted by the states pertaining to permissible default penalty charges and finance charge rates.
8. Customer agrees that as a condition of the delivery of product or equipment sold by or leased from Seller, Customer agrees to use, handle, store, transport and dispose of products and equipment in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's guidelines and labels, applicable law, and Material Safety Data Sheets for such products and equipment. Customer agrees that it will adequately instruct and train employees with respect to the same and will inform employees and customers of hazards with respect to products and equipment sold or leased in connection herewith.
9. Seller shall not be liable to Customer nor be deemed to be in breach of any agreement related to the delivery of product sold by or leased from Seller or delivery of services, for any failure or delay in fulfilling its obligations hereunder, to the extent such failure or delay is due to causes or contingencies beyond its reasonable control, including, but not limited to, acts of God, the elements, actions of government, strikes, fires, floods, wars, civil commotions, industrial disturbances, shortages of adequate power or transportation facilities, strikes, labor disturbances and embargoes.
10. To the extent Seller is the manufacturer of the products sold pursuant hereto, Seller represents that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of the goods covered hereby.
11. Prices are exclusive of all sales, use, or excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer under this Agreement. Any such taxes, duties and charges currently assessed or which may be assessed in the future, that are applicable to the sales made under this Agreement are for Customer's account, and Customer hereby agrees to pay such taxes provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or ownership of real or personal property or assets. Customer agrees that its actions in obtaining and using the product, equipment or services hereunder shall at all times comply with applicable laws, including export control laws.
12. The Customer's acceptance of delivery of any product(s), equipment or services provided hereunder shall constitute acceptance of these Terms and Conditions by Customer.
13. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, notwithstanding that state's rules relating to conflicts of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If any term or provision herein is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision herein or invalidate or render unenforceable such term or provision in any other jurisdiction.

The following additional provisions shall apply when Customer provides Seller funds to be held on Customer's account for future purchase(s) of qualifying product, equipment or services that are not specifically identified) at the time Customer provides such funds (a "General Prepayment"):

In consideration of Seller accepting Customer funds in connection with a General Prepayment ("General Prepay Funds"), Customer agrees to these provisions governing General Prepayment, in addition to the above Terms and Conditions (collectively, the "General Prepay Agreement"). In the event of a conflict between the following terms and the Terms and Conditions, the following terms shall govern and prevail. General Prepay Funds are nonrefundable and nontransferable except within Seller's sole discretion. General Prepay Funds may only be applied to purchases of qualifying product, equipment or services. This General Prepay Agreement does not guarantee availability or a particular price for any of Seller's product, equipment or services. General Prepay Funds must be applied to the purchase of qualifying product, equipment or services within a commercially reasonable period of time from the date they are provided to Seller. Seller may permit an extension of this time period but shall be under no obligation to do so. If Customer has not timely applied all General Prepay Funds to the purchase of qualifying product, equipment or services, then Seller may, in its sole discretion and in addition to any other rights and remedies available to it in law or equity, terminate this General Prepay Agreement and retain, as liquidated damages and not as a penalty, the General Prepay Funds. The parties acknowledge and agree that Seller's harm caused by Customer's breach of this General Prepay Agreement would be impossible or very difficult to accurately estimate at the time of contracting and that the amount of General Prepay Funds is a reasonable estimate of the anticipated or actual impact to Seller. If Customer owes any outstanding amounts to Seller or its affiliates, Seller may first apply Customer's General Prepay Funds to satisfy such amounts (including penalties and interest). General Prepay Funds do not entitle Customer to any discount, interest, or other benefit.

The following additional provisions shall apply when Customer provides Seller funds to purchase specific product, equipment or services, but desires to take possession or delivery of the same at a future date ("Specific Prepay"):

In consideration of the Seller providing the prepaid products or services set forth above ("Prepaid Items"), Customer agrees to the following terms governing Specific Prepayment, in addition to the above Terms and Conditions (collectively, the "Specific Prepay Agreement"). In the event of a conflict between the following terms and the Terms and Conditions or the Customer Contract, the following terms shall govern and prevail. Customer shall pay to Seller the Extended Price detailed in the above Customer Contract ("the Prepaid Purchase Price") no later than the above Prepayment Due Date. Thereafter, Seller shall deliver or perform the Prepaid Items to or at the location designated by Customer at any time during the period beginning on the applicable "Valid From" date set forth above until the "Valid To" date also set forth above (the "Final Delivery Date"). Customer acknowledges that this Specific Prepay Agreement is not cancellable. If Customer has not accepted delivery or performance of all of the contracted quantity set forth above of the applicable Prepaid Items ("Contracted Quantity") by the Final Delivery Date, then Seller may, in its sole discretion and in addition to any other rights and remedies available to it in law or equity or under this Specific Prepay Agreement, (i) require Customer to pay a storage fee equal to _____ per _____ for Prepaid Items in storage on the first day of each month, until such time as delivery or performance of the entire Contracted Quantity has been accepted by Customer, or (ii) terminate this Specific Prepay Agreement and retain, as liquidated damages and not a penalty, the Prepaid Purchase Price. The parties acknowledge and agree that Seller's harm caused by Customer's breach of this Specific Prepay Agreement would be impossible or very difficult to accurately estimate at the time of contracting and that the Prepaid Purchase Price is a reasonable estimate of the anticipated or actual impact to Seller. If Customer is willing to accept delivery or performance of the Contracted Quantity of Prepaid Items, but Seller is unable to deliver or perform prior to the Final Delivery Date, Seller will continue to honor the Prepaid Purchase Price and deliver or perform the Prepaid Items within a mutually agreeable period of time after the Final Delivery Date. For the avoidance of doubt, if Customer's requirements exceed the Contracted Quantity set forth above for any Prepaid Items, the price for any excess quantity will be the prevailing retail market price for that product or service and the sale of such product or services shall be governed by the Terms and Conditions provided above. Prepaid Items cannot be exchanged for any other products or services using an equivalent prepay price. Customer agrees to pay any taxes, duties or charges that are applicable to the sale of the Prepaid Items purchased hereunder in addition to the Prepaid Purchase Price. Seller shall not be liable to Customer, or deemed to have breached this Specific Prepay Agreement, for any failure or delay in performing this Specific Prepay Agreement when such delay or failure is caused by circumstances beyond Seller's control, including without limitation, acts of God, severe or unusual weather events or patterns, actions of government, strikes, fires, floods, wars, civil commotions, embargoes, shortages of power, supply, transportation, or infrastructure, industrial disturbances, and other similar events or circumstances.