

## NUTRIEN CREDIT APPLICATION AND AGREEMENT

<b>I. APPLICANT INFORMATION:</b>		Date of Registration: _____		Business Number / FEIN: _____	
Legal Business Name: City of Saint John		Jurisdiction: _____			
DBA: _____			Duns Number (if applicable) _____		
Legal Entity <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input type="checkbox"/> Trust Government			Social Insurance Number/Social Security Number (if applicable) _____		
Address 15 Market Square		City Saint John	Prov. / State New Brunswick	Postal / Zip Code E2L 1E8	
Telephone: (506) 632-6198	Fax: (506) 658-4742	Email Address: mat-man@saintjohn.ca			
Mailing Address (if different) P.O. Box 1971		City Saint John	Prov. / State NB	Postal / Zip Code E2L 4L1	
Accounts Payable Contact Kelly McIntyre		Telephone (506) 658-4780		Fax N/A	
Email Address kelly.mcintyre@saintjohn.ca		Parent Company (if applicable): _____			
Is Applicant PST exempt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>If yes, a tax-exempt certificate must accompany this application</b>					
<b>ALL OWNERS, PRINCIPALS PARTNERS (LIMITED AND GENERAL), OFFICERS OR MEMBERS</b>					
Name		Title		Address	
John Collins		City Manager		15 Market Square, 8th Floor	
Kevin Fudge		Comm. of Finance		15 Market Square, 9th Floor	
<b>II. BUSINESS INFORMATION: (Please forward current year end financial statements with credit application)</b>					
Number of years in business under current ownership: N/A			Fiscal Year End Date: December 31st		
Name of similar or related businesses in which you have or had any interest within the last 5 years			N/A		
Name		State		Status: Active; Inactive; Insolvent	
<b>III. CREDIT INFORMATION</b>					
<b>A. BANK REFERENCES</b>					
Bank Name and Address		Contact Name and Email Address		Telephone	Fax #
Scotia Bank, 39 King St, Saint John, NB		Various		(506) 658-3365	--
Does Applicant have an established operating line of credit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, name of bank and credit line amount: _____					
<b>B. MAJOR SUPPLIERS (Trade references)</b>					
Name	Contact	Email Address		Telephone	Fax #
Downey Ford	Duane Brown	duane@downeys.ca		(506) 634-6241	(506) 633-3452
McLennan Sales	Doris Garland	DMGarland@emcoltd.com		(506) 634-3112	(506) 634-0480
Galbraith Construction Ltd.	David Galbraith	DGalbraith@bellaliant.com		(506) 635-8855	(506) 635-1944
<b>IV. SALES REPRESENTATIVE:</b>					

If you wish to expedite the approval process, fax the Credit Application and current Financial Statement to the Credit Department confidential fax number 1-877-247-4864 in Calgary or fax number 1-847-849-4690 in Northbrook, then immediately mail the original form to:

**NUTRIEN**  
Attn: Credit Department  
13131 Lake Fraser Dr. S.E.  
Calgary, AB T2J 7E8  
Telephone 1-877-247-4860

**NUTRIEN**  
Attn: Credit Department  
1101 Skokie Blvd., Suite 400  
Northbrook, IL 60062  
Telephone 1-800-241-6908



Applicant offers this information to the following Nutrien Affiliates: (i) Agrium, Inc.; (ii) Agrium Canada Partnership; (iii) Agrium U.S. Inc.; (iv) PCS Sales (USA), Inc.; (v) PCS Sales (Canada) Inc.; (collectively "Nutrien") to induce consideration for credit. Applicant certifies the information submitted is true and correct.

Applicant, recognizing that its credit history may be a factor in the evaluation of the creditworthiness of the Applicant, hereby authorizes NUTRIEN to request, obtain, use and/or verify any information useful for the purpose of NUTRIEN's credit investigation from: (1) the bank and trade references listed herein; (2) any credit information agency or organization; and (3) from any individual from whom Applicant has received, or will receive, credit during the term of this Credit Application and Agreement. Applicant hereby authorizes NUTRIEN to provide a copy of this Agreement to such parties as evidence of Applicant's consent to release such information.

Unless other written documents signed by NUTRIEN state otherwise, all sales on accounts which have established a credit relationship with NUTRIEN ("Credit Sales") are due and payable in full by the due date according to the terms of sale specified on the invoice. A finance charge of 1.5% per month (18% Annual Percentage Rate) or the legal maximum rate may be assessed against sales which have not been paid in accordance with the payment terms under the invoice(s) or other documents. NUTRIEN reserves the right to change the finance charge rate from time to time by written notice to the Applicant 15 days prior to the effective date. Unless Applicant notifies NUTRIEN to terminate their account after receipt of such notice, Applicant shall be deemed to agree to the change after the 15 days. For those accounts that incur finance charges, NUTRIEN may apply payments or credits first to the finance charges and subsequently to outstanding invoice balances at the discretion of NUTRIEN.

Upon NUTRIEN approval, NUTRIEN will assign Applicant credit guidance amount ("Credit Guidance"). Unless otherwise agreed by NUTRIEN in writing, Applicant shall provide NUTRIEN with a current year-end financial statement, upon NUTRIEN's request, which accurately represents Applicant's financial condition as of the date of such financial statement. Applicant understands that NUTRIEN will rely on the accuracy of the financial information in deciding to extend credit and set a Credit Guidance. Should Applicant's account balance at any time exceed any established Credit Guidance, liability for payment additionally extends for the entire balance. NUTRIEN has the right to reduce the Credit Guidance and/or withdraw Applicant's credit under this Credit Agreement at any time without prior notice, except as otherwise provided by law. NUTRIEN reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, if in the reasonable discretion of NUTRIEN, there has been an adverse change in Applicant's ability to repay credit extended by NUTRIEN; whereupon NUTRIEN shall have the right to demand payment or other assurances it deems adequate. In the event Applicant fails to make timely payment, NUTRIEN is hereby authorized to file any lien available in the manner provided by applicable law notwithstanding the terms of invoices or other documents. NUTRIEN does not waive any right by accepting late payments. If Applicant defaults on its payment obligations to NUTRIEN, Applicant agrees to pay any reasonable attorney fees and costs of collection incurred by NUTRIEN in recovering payment from Applicant.

In consideration of NUTRIEN extending credit to Applicant from time to time, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **APPLICANT, BY SIGNING BELOW, ACKNOWLEDGES IT HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS CONTAINED, OR INCORPORATED BY REFERENCE, IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE NUTRIEN GENERAL TERMS AND CONDITIONS OF SALE, IN CONNECTION WITH ALL PURCHASES BY APPLICANT FROM NUTRIEN, INCLUDING, WITHOUT LIMITATION, ALL THE RIGHTS, OBLIGATIONS, WARRANTY DISCLAIMERS, RELEASES, INDEMNITIES, AND LIMITATIONS OF LIABILITY CONTAINED THEREIN (BE THEY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES).**

**THE NUTRIEN GENERAL TERMS AND CONDITIONS OF SALE ARE AVAILABLE FOR REVIEW AT <https://www.NUTRIEN.com/AgTracker/generalterms.html> THE NUTRIEN GENERAL TERMS AND CONDITIONS ARE ALSO AVAILABLE UPON REQUEST BY 1) CALLING 877-247-4868 OR 2) EMAILING [csrca@nutrien.com](mailto:csrca@nutrien.com) IN CANADA, OR [pricingus@nutrien.com](mailto:pricingus@nutrien.com) IN THE UNITED STATES.**

NOTWITHSTANDING ANY OTHER PROVISION IN THE CREDIT AGREEMENT, NUTRIEN MAY FROM TIME TO TIME MODIFY THE NUTRIEN GENERAL TERMS AND CONDITIONS OF SALE AFTER PROVIDING THE APPLICANT WITH AT LEAST THIRTY (30) DAYS ADVANCE NOTICE OF ANY SUCH MODIFICATIONS (SUCH NOTICE MAY BE COMMUNICATED TO APPLICANT IN WRITING OR VIA E-MAIL TO THE LAST KNOWN ADDRESS OR E-MAIL ADDRESS PROVIDED BY APPLICANT TO NUTRIEN, OR BY POSTING A NOTICE OF REVISED GENERAL TERMS AND CONDITIONS AT <https://www.NUTRIEN.com/AgTracker/generalterms.html>.) UPON NOTICE OF A MODIFICATION TO THE NUTRIEN GENERAL TERMS AND CONDITIONS OF SALE, APPLICANT MAY (1) CEASE CONDUCTING BUSINESS WITH NUTRIEN (EXCEPT FOR ANY OBLIGATIONS STILL OWING FROM BUYER TO NUTRIEN) IF APPLICANT DOES NOT AGREE TO BE BOUND BY SUCH MODIFIED TERMS AND CONDITIONS, OR (2) AGREE TO BE BOUND BY SUCH MODIFIED TERMS AND CONDITIONS BY CONTINUING TO ACCEPT CREDIT FROM NUTRIEN. NO MODIFICATIONS TO THE NUTRIEN GENERAL TERMS AND CONDITIONS OF SALE SHALL APPLY RETROACTIVELY.

THE INDIVIDUAL SIGNING BELOW HAS FULL AUTHORITY TO REPRESENT, SIGN FOR AND BIND APPLICANT TO TERMS OF THIS AGREEMENT.

Type or Print Name/Title

Date

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Legal Business Name: \_\_\_\_\_