



Once completed, please fax to 1-800-288-9504; or mail to AGCO Finance Canada, Ltd., 8001 Birchwood Court, Johnston, IA 50131, or scan and e-mail to [agcoplus@agcofinance.com](mailto:agcoplus@agcofinance.com)

Application for Credit and Credit Agreement Terms and Conditions -Business or Commercial Purpose-			
Legal Name:	(If an entity): _____ (If an individual): _____ (First) _____ (Last) ____ (Middle Initial)		
Type of Business:	<input type="checkbox"/> Individual <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Other: _____		
Are you a current AGCO Finance Canada Customer? <input type="checkbox"/> Yes <input type="checkbox"/> No	Primary Use: <input type="checkbox"/> Agriculture <input type="checkbox"/> Commercial (non-ag) <input type="checkbox"/> Other: _____		
Social Insurance #:	Date of Birth:		
Canadian Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Phone Number:	Alternate Phone Number:		
Physical Address:	_____(Street Address) _____(City) _____(Prov) _____(Postal Code)		
Mailing Address (If Different):	_____(Street Address) _____(City) _____(Prov) _____(Postal Code)		
Years in Business:	E-Mail Address:		
<b>IF BUSINESS IS A PARTNERSHIP, CORPORATION OR LLC, PLEASE PROVIDE INFORMATION FOR ALL PARTNERS, OFFICERS OR MANAGERS, EACH OF WHOM MUST SIGN AND DATE THIS APPLICATION</b>			
<b>Owner 1 Information</b> Name and Title:		Residence: (City, Prov)	
Social Insurance:	Date of Birth:	Telephone:	% of Ownership:
<b>Owner 2 Information</b> Name and Title:		Residence: (City, Prov)	
Social Insurance:	Date of Birth:	Telephone:	% of Ownership:
<b>Co-Applicant Information:</b>			
Name:	Social Insurance:	Date of Birth:	
Address:			
Canadian Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No			
AF_Can_4994 (07/18)			

Applicant Financial Information:			
Primary Financial Institution:		(City)	(Prov) (Phone)
Primary Operating Lender:		(City)	(Prov) (Phone)
Contact Name:			
Assets:	Liabilities:	Net Worth:	
Gross Sales:	Business Income:		
<b>Dealership Information:</b>			
Primary Dealership:			
<b>AGCO Plus+ Smart Rewards:</b> If this Application is accepted by AGCO Finance Canada, Ltd. ("Lender"), Applicant will be automatically enrolled in the AGCO Plus+ Smart Rewards program and will be eligible to earn Comeback Cash. <input type="checkbox"/> I agree to receive newsletters and other email communications from Lender, AGCO Corporation and AGCO Parts, a division of AGCO Corporation, regarding AGCO Plus+ products, services, promotions, and programs. You may withdraw your consent at any time by contacting AGCO Finance Canada, Ltd. at the address noted above or contacting AGCO Corporation at 1500 N Raddant Road, Batavia, IL 60510. Visit <a href="http://www.agcoplusmartrewards.com/">http://www.agcoplusmartrewards.com/</a> for more details and the ability to opt out of the program.			
<b>By signing below,</b> I agree to the following terms and conditions: <b>Application Terms and Conditions:</b> I, whether signing individually as an Applicant, Co-Applicant or guarantor or as officer, partner or manager of the Applicant or Co-Applicant: (1) affirm that the information provided in this application is true and correct and given for the purpose of obtaining credit; (2) instruct and authorize AGCO Finance Canada, Ltd. ("Lender") to check credit, contact references, and verify listed employment history and answer questions about Lender's credit experience with Applicant, Co-Applicant and me; and authorize and instruct my references and current and former employers to release such information to Lender; (3) instruct and authorize Lender to obtain consumer reports on me, in Lender's sole discretion, as part of this application and while any credit granted as a result of this application remains unpaid; (4) acknowledge that Lender may retain any information obtained as part of the application process whether or not the requested credit is granted. I consent to Lender sharing with others personal information concerning me, in accordance with applicable law, in connection with (i) Lender's decision whether or not to extend credit, if any, and (ii) the AGCO Plus+ Smart Rewards program. If there is a Co-Applicant signature below, the Applicant and Co-Applicant intend to apply for joint credit and all obligations as between the Applicant and Co-Applicant shall be joint and several. <b>Credit Agreement Terms and Conditions:</b> The undersigned (collectively, the "Borrower") acknowledge and agree that the terms and conditions as set forth herein and the Credit Agreement Additional Terms and Conditions accessible at <a href="http://www.seemyterms.com">www.seemyterms.com</a> by entering the document code 255M34G (the "Additional Terms and Conditions") (collectively, this "Agreement") constitute the entire agreement between the Borrower and the Lender and: (i) were read and understood by Borrower prior to signing below and the Borrower intends to be bound by this Agreement, including the Additional Terms and Conditions; (ii) the Additional Terms and Conditions are incorporated herein by reference as if fully set forth herein; and (iii) any capitalized terms not defined herein shall have the meaning given to them in the Additional Terms and Conditions. Borrower also represents and agrees that it has not made any changes to the terms and conditions hereof (including those on page 2). This Agreement is effective the earlier of: (i) Lender's funding of the Advance; or (ii) Lender's acceptance below. TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE.			
<b>Applicant / Borrower:</b>		<b>Co-Applicant / Borrower:</b>	
Signature:		Signature:	
Individually and in the following capacity (if an entity):		Individually and in the following capacity (if an entity):	
Title:		Title:	
Date:		Date:	
<b>Acceptance by AGCO Finance Canada, Ltd.</b>			
Signature:			

## Terms and Conditions – Continued – Page 2 of 2

Lender and the Borrower (“you”, “your” or “yours”) agree to the following additional terms and conditions:

**Payment Address:** You will make payments to Lender, or its assignee, at Post Office Box 9969 STN A, Toronto, ON, M5W 2J2.

**How Advances are Made:** You authorize any dealer who has been approved by Lender (a “Dealer”) to submit proof(s) of your purchase(s) of products and/or services to Lender for payment by Lender. You hereby authorize Lender to make payment, directly to the Dealers, for such purchases (each, an “Advance”). Advances shall be equal to the amounts identified on the invoices or other proofs of purchase, sale or delivery submitted by Dealers to Lender. **You agree that (i) your signature is not necessary as proof of identification or as a pre-condition to Lender’s determination to pay Advances to Dealers, and (ii) Lender may rely on all invoices or other proofs of purchase, sale or delivery submitted by you, your representative or the Dealer whether submitted by mail, telephone, Internet, facsimile transmission (fax) or other electronic means, to the same extent as if you had personally signed a receipt for such purchase or other request for payment.** Each Advance is deemed to be an advance of funds to you, and a separate loan to you, under this Agreement. **You are responsible for the unauthorized use of this credit facility by your employees or other persons. Therefore you should adopt security procedures to ensure that there will be no unauthorized use.** If you believe there has been any unauthorized use of this credit facility, you must notify Lender immediately by calling (800) 873-3704 and providing written notice to Lender.

**Credit Limits:** Your maximum amount (your “Maximum Credit Amount”) will be identified in the approval letter or other notice issued by Lender. **You understand and agree that the credit facility provided to you herein is an uncommitted, discretionary facility and that Lender may, at any time, with or without notice to you, reduce your Maximum Credit Amount or discontinue your ability to receive Advances.**

**Repayment Terms; Interest Rate:** Unless a special promotion applies, you agree to repay the principal amount of each Advance in 24 monthly installments, beginning on the 25<sup>th</sup> day of the month following the date of the Advance by Lender (each an “Advance Date”). You agree to pay interest on each Advance from the Advance Date regardless of whether or not you actually obtained possession of or received the product or service on that date. From the Advance Date until paid in full, you agree to pay interest at a fixed maximum annual rate equal to the lesser of: (a) ten and nine tenths percent (10.9%) per annum in excess of the applicable Prime Rate, subject to a minimum interest rate of twelve and nine tenths percent (12.9%), or (b) if less, the maximum amount allowed by law (for purposes of this paragraph, “Regular Interest”). Notwithstanding the foregoing, any Regular Interest, principal or other charge payable pursuant to this Agreement which is not paid by the due date stated on the billing statement shall bear additional interest, until such amounts are paid in full, at an annual rate equal to the lesser of the maximum allowed by law or rate of such Regular Interest plus five percent (5%) (for purposes of this paragraph, “Default Interest”). Regular Interest and Default Interest shall be calculated based on a year of 360 days (12 calendar months of 30 days) and the actual number of days elapsed. “Prime Rate” means the prime rate of interest published by the Toronto-Dominion Bank, being the rate charged to its most credit-worthy commercial customers in effect on the 25<sup>th</sup> day of the previous calendar month (if it is a business day, if not the next business day), which rate shall apply throughout the applicable calendar month. For example, if on July 25<sup>th</sup> (assuming it is a business day), the Prime Rate is 3%, 3% will be used as the Prime Rate for the entire month of August.

**Special Promotions:** For some transactions special promotional financing, payment or other terms (for example, but not in limitation, extended “free” periods, incentive interest rates on certain purchases or for limited time periods, and other promotions) may be available at Lender’s sole discretion. These special promotions will be made in writing by Lender. The purchases you make during these special promotion periods will be separately identified on your billing statement and will become part of the balance on which your interest charge and minimum monthly payment are calculated as provided in the special promotions terms disclosure. **Please note, that neither the Dealer nor any other third party may alter or amend the special promotions or the terms hereof.**

**Billing Statement:** You must notify Lender of any changes in your mailing address. Your billing statement will show the total outstanding balance, any interest charges, other charges, the minimum payment due and the payment due date. The billing statement may also show your current Maximum Credit Amount, an itemized list of current purchases, payments and credits, a rate summary and other important information. **The billing statements will be deemed to be correct and to have been unconditionally accepted by you unless you notify Lender in writing of an error within 60 days of the date of the billing statement. If you believe there is an error on your billing statement, you must notify Lender, in writing, at CP 62068 RPO Burlington Mall, Burlington, Ontario L7R 9Z9 (or such other place as**

**Lender may hereafter notify you of), within the 60 day period.**

**Minimum Interest Charge / Late Payment Fee / NSF Fee:** If, Lender has not received a payment within 5 days after the payment due date, Lender may charge you a late payment fee of \$25.00. If you send Lender a check or electronic authorization that is dishonored upon first presentation, Lender may add to your balance a fee of \$25.00. If the total of interest for purchases is less than \$.50 (fifty cents) in a billing period, Lender will assess a minimum interest charge of \$.50 (fifty cents) in that billing period. All fees and charges contained herein may include a profit component and will be reduced if required by applicable law.

**Default:** You agree that you will be in default under this Agreement if: (i) you fail to make any payment in the amount due on the due date specified in the applicable billing statement; (ii) you fail to abide by any term or condition of this Agreement; (iii) you are in default pursuant to the terms of any other agreement between you and Lender or its affiliates or related parties; (iv) if you are an individual, a sole proprietorship or a partnership comprised of individuals or sole proprietorships, you or any other proprietor or partner dies or is adjudged legally incompetent; (v) if you are a corporation, limited liability company or other legal entity, dissolution proceedings are commenced, either voluntarily or involuntarily; (vi) you file, or there is filed against you, a bankruptcy, receivership or other insolvency or winding-up proceeding; (vii) any statement, representation or warranty made by you to Lender is found to be false or misleading; or (viii) you do or fail to do something which causes Lender to reasonably believe you will not be able to satisfy your obligations under this or any other agreement you have with Lender.

**Remedies:** If you are in default under this Agreement, you agree that Lender shall have any and all of the following remedies: (i) Lender may accelerate your outstanding balance and demand immediate payment in full of all money that you owe Lender under this Agreement and (ii) exercise the remedies set forth in the Additional Terms and Conditions. To the extent not prohibited by law, you agree that you will pay all reasonable costs of enforcement of this Agreement, including but not limited to reasonable legal fees.

**No Warranties:** You agree that all purchases financed by Lender have not been produced, manufactured or endorsed by Lender. You acknowledge that you are purchasing the products and/or services from the Dealer and/or manufacturer and not Lender. You understand and agree that Lender is financing the purchase for you on an **AS-IS, WHERE-IS BASIS WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED, BY LENDER. This includes any IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.** Your obligation to make payment hereunder are absolute and unconditional and you will not raise any claims or defenses as against Lender based upon the products or services.

**Consent to Jurisdiction and Applicable Law:** **You hereby knowingly and voluntarily consent to be subject to the jurisdiction of the courts of Ontario for purposes of adjudicating any rights and liabilities of the parties pursuant to this Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein. **You and Lender hereby agree to waive trial by jury in any judicial proceeding arising out of or relating to this Agreement.**

**Counterparts; Facsimile, Electronic Copies.** This Agreement may be executed in any number of counterparts and may be transmitted by facsimile or electronic mail. You agree that a copy of this Agreement bearing your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.