



**Purchase Agreement for Sale of Bulk Dried Sludge**  
**Purchase Order #**

This Agreement ("Agreement") is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2023.

Buyer: Name  
Address  
Phone/fax/email

Seller: Platinum Ag, L.L.C.  
57475 115<sup>th</sup> Road  
Shelton, NE 68876  
308-390-5697

Product Quantity (Tonnage): \_\_\_\_\_  
Price: \_\_\_\_\_  
Delivery Quote: \_\_\_\_\_  
Delivery Location: \_\_\_\_\_  
Application Quote: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_

1. Sale and Delivery of Product.

(a) Sale of Product. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Product in the quantity and on the terms and conditions set forth in this Agreement.

(b) Delivery of Product. Buyer shall have the option to accept delivery of the product without utilizing Seller's services for transportation, delivery or application. In the event that Buyer is not utilizing Seller's services for transportation, delivery or application, Buyer shall take delivery pursuant to Seller's direction as to the location of the Product ("Facility") and shall be solely responsible for all costs associated with the transportation of the Product from the Facility to Buyer's designated delivery location. In the event that Buyer elects to use Seller's services for transportation, delivery or application, the Buyer acknowledges that the Delivery Quote and Application Quote above are merely quotes. Final price for delivery and/or application shall be set by Seller at the then prevailing cost for transportation and application as determined by Seller in its sole and exclusive discretion.

2. Payment Terms.

(a) Payment. Buyer shall pay for 40% of the Product upon execution of this Agreement and 60% of the Product at time of delivery or within six (6) months of execution of this Agreement, whichever comes first. Payment shall be made in United States dollars by wire transfer or other means acceptable to Seller.

(b) Late Payment. If Buyer fails to make payment in accordance with the terms of this Agreement, Seller may, at its option, charge interest on the overdue amount at the rate of 16 percent per annum or the highest rate allowed by law, whichever is lower.

3. Representations and Warranties.

(a) Seller represents and warrants that it has the right to sell the Product to Buyer and that the Product will conform to the specifications set forth in this Agreement.

(b) Buyer represents and warrants that it has the financial capacity to pay for the Product in accordance with the terms of this Agreement.

4. Indemnification.

(a) Seller agrees to indemnify, defend and hold harmless Buyer, its officers, directors, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of Seller's representations and warranties set forth in Section 4(a) of this Agreement.

(b) Buyer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of Buyer's representations and warranties set forth in Section 4(b) of this Agreement.

5. "As Is" Sale. BUYER AGREES THAT BUYER HAS BEEN AFFORDED THE OPPORTUNITY TO FULLY AND COMPLETELY EXAMINE, INSPECT, TEST AND INVESTIGATE THE PRODUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER IS PURCHASING THE PRODUCT "AS IS" AND "WHERE IS", AND WITH ANY AND ALL FAULTS AND THAT, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, SIZE, CONFIGURATION, OR VALUE OF THE PRODUCT, AND BUYER DOES HEREBY EXPRESSLY ACKNOWLEDGE THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE. SELLER IS NOT LIABLE FOR ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, PROMISES, STATEMENTS OR INFORMATION PERTAINING TO THE PRODUCT.

6. Limitation of Liability.

In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or punitive damages arising out of or in connection with this Agreement, whether or not such damages were foreseeable or whether the party has been advised of the possibility of such damages.

7. Governing Law.

The construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of Nebraska.

*IN WITNESS WHEREOF*, the parties hereto have duly executed this Agreement, as of the day and year first above written.

Seller: Platinum Ag, LLC

Buyer: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_