

Kaiser Wholesale Inc.

415 East Oak Street · P.O. Box 1115 · New Albany, Indiana 47151-1115 · 812/945-2651

Please Print or Type

DATE _____

BUSINESS NAME _____ DBA: _____

CONTACT NAME _____

Responsible Party / Owner Name _____ DRIVER LICENSE #: _____
PLEASE PROVIDE COPY

BILLING ADDRESS _____

SHIPPING ADDRESS _____

BUSINESS PHONE NUMBER _____

CONTACT NUMBER _____ PHONE CELL PHONE _____

EMAIL ADDRESS _____

TIN# _____ - _____ SALES TAX # _____
IN: 13 Digits KY: 6 Digits

FOR OFFICE USE ONLY

| | | | | | | | |
|----------|---------|-----------|-----------|----------|------------|----------|-------------|
| CIGS - A | TOB - B | CANDY - C | PAPER - D | H&BA - E | JOBBER - F | GIFT - G | GROCERY - H |
|----------|---------|-----------|-----------|----------|------------|----------|-------------|

BILLING CYCLE _____ TERMS _____

CUSTOMER # _____ SALESPERSON # _____

KAISER AUTHORIZED SIGNATURE _____

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: _____

Business Address: _____ City: _____ State: _____ ZIP Code: _____

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): _____ - LOC Number (3 digits): _____

If not registered with the Indiana DOR, provide your State Tax ID Number from another State
***See instructions on the reverse side if you do not have either number.**

State ID Number: _____ State of Issue: _____

Section 2

Is this a blanket purchase exemption request or a single purchase exemption request? (check one)

Description of items to be purchased: _____

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

Sales to a retailer, wholesaler, or manufacturer for **resale** only.

Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production**.

Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)

Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.

USDOT Number: _____

Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.
Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.

Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).

Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).

Sales to the **United States Federal Government** - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

Other - explain. _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (*either negligent or intentional*), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: _____ Date: _____

Printed Name: _____ Title: _____

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Instructions for Completing Form ST-105

All four sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1

- A) This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID Number, a resident state's business license, or State issued ID Number must be provided.
- B) Exceptions** - For a purchaser not possessing either an Indiana TID Number or another State ID Number, the following may be used in lieu of this requirement.
- Federal Government** – place your FID Number in the State ID Number space.
 - Farmer** – place your SSN or FID Number in the State ID Number space.
 - Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SSN or FID Number in the State ID Number space.
 - Nonprofit Organization** – must show its FID Number in the State ID Number space.

Section 2

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID) is a ten digit number followed by a three digit LOC Number. The TID is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID (10 digits) and the LOC (3 digits) at the top right of the certificate.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|--|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> | |
| | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p> | |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> <hr/> |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | |
|--|---|---|---|---|--|
| Social security number | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | - | |
| | - | | - | | |
| or | | | | | |
| Employer identification number | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 73%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | | |
| | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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Authorization to release credit information

As I am applying for credit terms, I hereby authorize you to provide my company's appropriate credit information to the company listed above. This information is to be used only in helping to establish credit with the company.

Business Account Name: _____

Bank Name: _____

Bank Contact & Phone Number: _____

Account Number(s): _____

Authorized Signature: _____

Title: _____

Today's Date: _____

WHEN ACCOUNT WAS OPENED _____

AVERAGE BALANCE _____

NUMBER OF TIMES OVERDRAWN IN THE PAST 12 MONTHS _____

OVERALL STATUS: _____ SATISFACTORY _____ UNSATISFACTORY

WORKING AGREEMENT

The Undersigned Purchaser(s), Jointly and Severally If More Than One, Hereby Agree As Follows:

- A. Terms of Payment. That payment to Kaiser Wholesale, Inc. ("Seller") for goods, services and/or equipment purchased will be due Net [REDACTED] from the date of invoice unless otherwise provided in a separate written agreement. Payments, to be credited by Seller upon receipt, shall be made either to the salesman, by mail at P.O. Box 1115, New Albany, Indiana 47151, or by hand delivery to an employee of Seller at 415 E Oak Street, New Albany, Indiana 47150. A service charge of 1.5% per month may be assessed on all amounts not paid within the terms granted. Purchaser shall pay Seller a service fee of \$35.00 per check, or the maximum allowable by law, for all protested checks returned by Purchaser's bank.
- B. Change of Name and/or Address. Buyer shall notify Seller by certified mail of any changes of ownership of Buyer's business and further agrees to be liable for all purchases made by the new owner, prior to, or should the undersigned fail to comply with, said notification. A Buyer's name will only be changed by completing the top section of a new credit application and signed by an authorized representative.
- C. Right to Obtain Information Related to Buyer's Creditworthiness. Purchaser warrants to Seller that all information furnished by Purchaser to Seller for the purpose of obtaining credit is true, correct, and complete in all material respects. Purchaser hereby authorizes Kaiser Wholesale, Inc. to investigate and verify all such information.
- D. Security Interest. Purchaser hereby grants to seller to secure payment of all amounts due Seller a security interest in all property, including but not limited to all inventory, equipment, trade fixtures and accounts receivable of the Purchaser, whether now owned or hereafter acquired. Purchaser agrees to execute promptly any and all documents necessary to perfect said security interest.
- E. Waiver of Warranties. Except that the goods sold hereunder shall be of merchantable quality, Seller makes NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and the Buyer assumes all risks and liabilities arising from the goods covered by this order, whether used singly or in combination with other goods. The description of the goods is for the sole purpose of identifying the same for sale and does not constitute a warranty or representation the goods shall confirm to such condition or description.
- F. Duty to Inspect Goods. Customer shall inspect the Goods immediately upon their arrival and within 48 hours after the good's arrival give written notice to the Seller of any claim that the Goods do not conform to the terms of the order or that the goods do not comply to specifications or are otherwise defective . If Customer shall fail to give such notice, the Goods shall be deemed to have conformed to the order, and the customer shall be deemed to have accepted the goods and shall pay for the goods in accordance with the terms of the order.
- G. Accrual of Claims. Causes of action by the Buyer against the Seller as to all acts or failures to act by the Seller, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Delivery. The Buyer then has one hundred days form the Date of Delivery to bring suit for any and all causes of action which may arises from transaction between the Seller and Buyer.
- H. Severability. The invalidity of unenforceability of any part of this agreement shall not affect the validity or enforceability of any other provision.
- I. Jurisdiction and Venue. In event of litigation, the parties agree that the exclusive jurisdiction and venue shall be Floyd Superior Court, New Albany, Indiana, where the contract between the parties has been performed and accepted. In applying for credit with the Seller in Indiana, the Buyer and Guarantor(s) acknowledge that they have transacted business in the state of Indiana for the purpose of conferring personal jurisdiction to the Floyd Superior Court, New Albany, Indiana, over non-resident parties to the fullest extent authorized by law.
- J. Waiver of Right to Jury Trial. In the event of litigation, the Buyer hereby waives the right to trial by jury.
- K. Integration and Merger. This credit application is the entire agreement between the parties and all sales to the Buyer from Seller shall be subject to the terms of this agreement and Seller's invoices. No terms, prices or conditions other than those state din this credit application and no agreement or understanding in any way modifying the terms and condition herein shall be binding on the Seller, except if such modifications are made in writing on Seller's stationary signed by officer of Seller. No modification or waiver of the terms contained herein shall be deemed accepted by the Buyer's documents containing other or different terms. Acceptance by the Buyer

of this order is expressly limited to the terms and conditions contained herein. In event that an order shall be deemed an acceptance of the buyer's offer, than the order is expressly conditioned upon the Buyer's assent of the terms and conditions.

L. Personal Guaranty. The undersigned, individually, as well as on behalf of the Corporation, Partnership, LLC, LLP or other such entity noted above, agrees to pay all account balances, penalties, service charges, reasonable attorney's fees in an amount equal to 25% of the remaining and unpaid balance, which the parties agree are reasonable, whether within litigation or not.

Liability shall be joint and several. The undersigned further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees individually and on behalf of the Corporation, Partnership, LLC, LLP to be responsible for charges in excess of credit either desired or approved. This guaranty is a continuing guaranty of payment and shall inure to the benefit of Kaiser Wholesale, Inc. from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Seller. Termination of the guaranty by the undersigned shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination.

Individually, and on behalf
of: _____

Printed Name:

Date:

Individually, and on behalf
of: _____

Printed Name:

Date: