

Application for Credit
Estes Material Sales
P.O. Box 161
Hope, In 47246
PH: 812-546-6181 Fax 812-546-2351
www.estesmaterialsales.com

Business Name _____ Date _____

Billing Address _____ City _____ State _____ Zip _____

Shipping Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

Full Names of Owner(s) or Key Officers of Corporation _____

Type of Business, Key Product Lines _____ Date Started _____

Tax Exempt: If Yes Please Supply Us With Your Sales Tax Exempt Certificate & Number Sales

Tax Exemption # _____ F.I.D# _____

Amount of credit request: \$ _____

Trade References With Zip Codes

Name	Address	Phone	Fax
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Principal Bank _____ Contact _____

Street Address _____ Type Of Accounts _____

City _____ State _____ Phone _____

Please describe your purchasing procedure (i.e. purchase orders, if phone orders who is authorized)

TERMS, CONDITIONS AND PAYMENTS

TERMS OF SALE CONDITION: You understand and agree that the material purchased from Estes Material Sales, Inc. will be charged to your account regardless of to whom the purchased material is resold, delivered, or installed. You agree to make the necessary arrangements with your lending institution, if necessary, to be able to fully pay for your purchases in strict accordance with the terms of sale listed below regardless of whether or not you have been paid by your customer or end user.

INVOICE TERMS: Invoices will be mailed in a timely manner and dated the day of delivery. Payment is due 30 days from the date of invoice for customers with established credit, due on receipt for customers without established credit. The amount specified on the invoice must be paid in full. No deduction to the amount specified on the invoice (other than discount, if qualified) will be permitted. All invoices must be reviewed when received (do not wait until payment is due). If an invoice is incorrect, that information must be reported to the salesman who is handling your account, at which time instructions on how to handle the payment for such invoice will be given.

LATE PAYMENT CHARGE: You understand and agree that a late payment charge of 2% per month will be charged on all invoices over 30 days. Your account is past due if payment is not made by the due date.

DELINQUENT: Your account is delinquent and subject to credit suspension if your balance is 30 days beyond the due date on the invoice, at which time your account will be placed on COD status, to be reopened by payment or approval of the credit department. You may make purchases by cash, check, or credit card until your account is reopened. Any discount or special job pricing are void when your account is on COD status.

LEGAL ACTIONS: If it becomes necessary to refer your account for collection, you understand and agree to pay all reasonable attorney's fees, lien filing fees, collection fees, and other expenses incurred by Estes Material Sales, Inc.

CASH DISCOUNTS: If your invoice is subject to a cash discount, the amount of the discount and the due date will be shown at the bottom of the invoice. Discounts are allowed only if paid on or before the due date shown. Any cash discount taken after the due date shown on the invoice is not allowed.

SALES TAX: A tax exemption certificate must be filled out in its entirety, dated, signed and in our files to qualify for tax exempt status.

RETURN CHECKS: All checks returned unpaid by your bank will be assessed a \$25.00 return check fee.

REFERENCE AUTHORIZATION: You authorize and direct Estes Material Sales, Inc. to investigate any references listed herein, or any data obtained from any person pertaining to the creditworthiness or financial responsibility for the Credit Applicant.

PRICING: Estes Material Sales, Inc. reserves the right to change the price list for materials from time to time, as it, in its sole discretion, deems appropriate. Estes Material Sales, Inc. shall make a good faith effort to give written notice of the changes in the price list to you, but any failure to do so shall not affect Estes Materials Sales, Inc. right to change such price list or your obligation to pay for material at Estes Material Sales, Inc. the applicable prices.

RESTOCKING FEE: Estes Material Sales, Inc. will charge a 25% restocking fee on all returned merchandise. Delivery and forklift charges are nonrefundable. A pickup charge will be assessed for picking up returns.

NON-REFUNDABLE SALES: Pavers, bulk dumped items, bagged items with expiration, any non-stock special order item, and production items ordered by specific measurements.

JOB SITE DELIVERIES: Estes Material Sales, Inc. will make every effort to place materials on site where instructed, however if no person is present, it will be at the discretion of the delivery driver on placement of materials. Estes Material Sales, Inc. will not be responsible for walks, drives or any damage caused by delivery trucks or forklifts.

WARRANTY DISCLAIMER: ESTES MATERIAL SALES, INC. MAKES NO EXPRESS WARRANTY AND NO IMPLIED WARRANTIES WHATSOEVER WITHOUT LIMITING GENERALITY OF THE FOREGOING, ESTES MATERIAL SALES, INC. MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE DETERMINATION OF PRODUCT SUITABILITY IS THE SOLE RESPONSIBILITY OF THE PURCHASER AND OR USER.

LIMITATION OF LIABILITY: IN NO EVENT SHALL ESTES MATERIAL SALES, INC. BE LIABLE FOR ANY LOSS OF PROFIT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. IN ADDITION

, ESTES MATERIAL SALES, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION, OR FURNISHING THE PRODUCT OR SERVICES.

Each of the undersigned certifies that everything stated in this credit application is true and complete and is made for the purpose of obtaining credit. Also, each of the undersigned has read the preceding terms of sale and fully understands and accepts the same on behalf of credit applicant.

Sign _____ Print _____ Title _____ Date _____

Sign _____ Print _____ Title _____ Date _____

PERSONAL GUARANTY OF PAYMENT

To induce Estes Material Sales, Inc. to extend or continue to extend credit for credit applicant, each of the undersigned, absolutely and unconditionally, personally guarantees the prompt and punctual payment, when due, by acceleration or otherwise, of all obligations, debts, and liabilities, direct, indirect or contingent, now existing or hereafter created, and howsoever the same be evidenced or secured, of credit applicant to Estes Material Sales, Inc. Each of the undersigned will accept a statement of credit applicant's account, certified as correct by Estes Material Sales, Inc., as a true statement of the amount due and owing by the credit applicant. The guarantee shall become immediately effective and shall continue indefinitely, unaffected by the death or incompetency of any of the undersigned, subject to the right of the undersigned, subject to the right of the undersigned or of the undersigned's personal representative to terminate liability hereunder as to each obligation, debt, and liability of credit applicant arising after written notice of such termination has been received by Estes Material Sales, Inc. No release, waiver, extension, renewal, or other modification of any of the indebtedness guaranteed hereby shall affect the obligation of any of the undersigned. Each of the undersigned waives notice of acceptance hereof, waives demand for payment and protest, waives all notices to which the undersigned might otherwise be entitled by law, and waives all defenses, legal and equitable, otherwise available to the undersigned.

INDIVIDUAL GUARANTOR'S SIGNATURES

Signature (personally and as an individual)	Print Name	Date
Soc.Sec.#		

Signature (personally and as an individual)	Print Name	Date
Soc.Sec.#		

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>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<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><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

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.

Social security number									

OR

Employer identification number									

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.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.