

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)

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

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
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TERMS, CONDITIONS AND PAYMENTS

Terms & Conditions of Sale

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.

ESTIMATIONS: Estes Material Sales, Inc. provides estimations only. The buyer is responsible for final measurements and quantities ordered.

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. Additional charges may apply for labor if our driver must restack pallets to get them on our truck.

RETURN POLICY: +NON-REFUNDABLE SALES: Pavers, bulk dumped items, bagged items, any non-stock special order item, and production items ordered by specific measurements are all considered non-returnable sales. All partially used or sorted through materials and items un banded/package subject to be a nonreturnable sale or credited at a discount value.

JOB SITE DELIVERIES: Estes Material Sales, Inc. will make every effort to place materials on site where instructed, however if no person is present onsite it will be at the discretion of the delivery driver for 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.

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

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

Additional Terms for Account Holders:

TERMS ON ACCOUNT- To receive an account you must complete our credit application and be approved. Payment terms will be detailed along with account volume limits.

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 if 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 is 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.

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 of the Credit Applicant.

+Important Sale references:

- Prices are subject to change without written notice.
- Prices are F.O.B Hope, Indiana, unless stated. Freight/Delivery service quoted upon request.
- Any product sorted, partially used, or unbanded/packaged Is subject to return policy. All bulk, bagged, special orders, and products ordered to be produced to specific dimensions are non-refundable.
- Catalogs and samples available upon request.
- Most stone available in other sizes, prices may vary.
- Add \$18-\$45 for pallets except banded material, depending on manufacturer, +\$40 for tumbling to products not specified as tumbled.
- Manufactured product pallet charges are based on manufacturer. They range from \$10-\$40. Credits may be available for returned pallets. Please check when ordering.
- Full Veneer Pallets 3000-4500 lbs. Thin Veneer 100-150 Sq. Ft. Flats, 20-55 L.F. on Corners.
- Please allow for a 2-6-week lead time on most products.
- Any requests to change the finished product from how it is normally produced or packaged are subject to an additional charge.
- All our materials are natural products of the earth. You may experience slight variation in color, size, and texture.
- C.O.D. on all orders unless credit is established, to establish credit request application.
- Payment is accepted in Cash, Check or Credit Card via the phone or in person.
- Project estimates will be provided by request. They are estimations only. The buyer is responsible for determining the final quantities ordered. Estes will not be responsible for overages.
- Discounts are subject to payment terms identified on the invoice.

Contact Information:

Office: (812)-546-6181 Fax: (812)-546-2351

Email: info@estesmaterialsales.com

Web: www.estesmaterialsales.com

Hours:

8am to 5pm Monday thru Friday

In season Saturdays (April thru October) 8am to 2pm

Off season Saturdays by appointment only

Physical Location:

11793 N. State Rd. 9 Hope, IN 47246

¼ mile north of Hope at mile marker 13

Mailing & Payment Remittance Address:

P.O Box 161 Hope, IN 47246

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.# _____