

WIRE SUPPLIES, INC.
5620 ELMWOOD CT
INDIANAPOLIS, IN 46203

(317) 786-4485
FAX (317) 787-0706

CREDIT APPLICATION

TYPE OF BUSINESS:

Sole Proprietorship _____
Partnership _____
Corporation _____ State of _____
Nature of Business _____

GB

Date of Application _____
Social Security# _____
Federal ID# _____
Telephone# _____
FAX# _____

COMPANY

Name _____
Billing Address _____
City, State, ZIP _____
Shipping Address _____
City, State, ZIP _____

Years in Business: _____ Dun & Bradstreet # _____

NAME AND ADDRESS OF INDIVIDUAL OR PARTNERS

Name _____ Title _____

Address _____ Phone# _____

Name _____ Title _____

Address _____ Phone# _____

ACCOUNTS PAYABLE CONTACT

Name _____ Phone# _____

REFERENCES – BANK

Name _____ Acct.# _____

Address _____ Phone# _____

Contact: _____ Title _____

REFERENCES – TRADE

Name _____ Phone# _____ Fax# _____

Address _____

Name _____ Phone# _____ Fax# _____

Address _____

Name _____ Phone# _____ Fax# _____

Address _____

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(over)

Wire Supplies, Inc. Terms & Conditions of Sale

- 1) FOB Indianapolis or Manufacturer.
- 2) Prices are subject to change without notice at any time prior to acceptance of Purchaser's order by Seller.
- 3) Upon acceptance by Seller, prices are firm unless an escalation clause is included in the terms of sale. Commencement of performance by Seller constitutes acceptance by Seller.
- 4) Prices do not include sales, use, excise or similar taxes. Buyer shall pay such taxes unless Buyer has provided to Seller a tax-exemption certificate in proper form.
- 5) Prices are subject to change caused by modifications of specifications or terms mutually agreed upon in writing after order acceptance.
- 6) Payment term: Net 30 days. However, Seller may require full or partial payment in advance if in Seller's opinion the financial conditions of the Purchaser at any time do not justify continuance of such payment terms. If payment is not made within 30 days, the overdue payment is subject to interest at the rate of 18% per annum from the date that the payment became delinquent.
- 7) All shipments are made at Purchaser's expense and at Purchaser's risk.
- 8) Method and route of shipment are at Seller's discretion unless Purchaser supplies explicit instructions.
- 9) Seller is not liable for loss or damage of any kind resulting from delay or inability to deliver on account of fire, labor troubles, accident, acts of civil or military authorities or from any other cause beyond the Seller's control.
- 10) Under no circumstances shall seller have any liability whatsoever for loss of use or for any indirect or consequential damages due to delay in scheduled delivery.
- 11) Cancellations may only be made with consent of Seller and upon terms that will indemnify Seller against loss.
- 12) Returns of good may be made only with consent of Seller and can be returned only within 30 days from the date of sale. All returns are subject to a 25% restocking charge. Goods built to order are not eligible for return at any time. Purchaser must pay all transportation charges from goods returned and Purchaser bears the risk of loss while the goods are in transit.
- 13) Seller retains the right to recover possession of the goods from the Purchaser if payment is not made pursuant to the Terms of Sale. Goods, which are affixed to realty by Purchaser, retain the character of personality.
- 14) The venue of any and all actions that may be filed for judicial determination of the rights of the Seller and Purchaser shall be filed only in the Superior Court of Marion County, Indiana.
- 15) In the event of any dispute arising out of the sale of goods by Seller to Purchaser, the law of the State of Indiana will govern the interpretation, validity and effect of the terms of sale without regard to the place of execution or place of performance thereof.
- 16) The Purchaser grants to the Seller a security interest in the goods sold to secure the payment of the obligation of the Purchaser to the Seller.
- 17) All collection fees or arbitration expenses, attorney fees, and court costs resulting from unpaid invoices are to be paid by Purchaser for all actions arising under this sales agreement.
- 18) If Purchaser buys on credit, Purchaser agrees to authorize Seller to receive credit information from various credit reporting agencies or financial institutions for the purpose of determining creditworthiness of Purchaser.

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- 19) Quantities shipped by Seller may vary from quantities ordered by Purchaser within the reasonable industry usage of trade.
- 20) Purchaser is deemed to have accepted all goods, whether conforming or non-conforming, unless Purchaser notifies Seller of the non-conformity within a reasonable time after the goods are tendered.
- 21) If any term contained in the Terms of Sale is not enforceable, the enforceability of the other terms shall not be affected.
- 22) All terms and conditions of sale must be in writing. Oral representations do not become part of the terms and conditions of sale.
- 23) No express warranties and no implied warranties, whether for merchantability or fitness for any particular use, or otherwise (except as to title), shall apply to products sold by us, and no waiver alteration, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Seller's corporation. While some of the products sold by Seller may be covered by a warranty, a warranty is not made by the Seller.

Date: _____

Company Name: _____

Authorized
Signature: _____ Title: _____

Form ST-105
 State Form 49065 R4/ 8-05

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.

Section 1 (print only)	Name of Purchaser _____		
	Business Address _____	City _____	State _____ Zip _____
	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# (10 digits)	LOC# (3 digits)
Section 2	If not registered with the Indiana DOR, provide your State Tax		
	ID Number from another State.....	State ID#	State of Issue
	*See instructions on the reverse side if you do not have either number.		

Section 2	Is this a <input type="checkbox"/> blanket purchase exemption request or a <input type="checkbox"/> 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)	
	<input type="checkbox"/>	Sales to a retailer, wholesaler, or manufacturer for resale only.
	<input type="checkbox"/>	Sale of manufacturing machinery, tools, and equipment to be used directly in direct production .
	<input type="checkbox"/>	Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
	<input type="checkbox"/>	Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT#. 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 SS# or FID# in lieu of a State ID# in Section #1. USDOT# _____
	<input type="checkbox"/>	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# may enter a FID# or a SS# in lieu of a State ID# in Section #1.
	<input type="checkbox"/>	Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).
	<input type="checkbox"/>	Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).
<input type="checkbox"/>	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#.	
<input type="checkbox"/>	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.