

## CREDIT APPLICATION

We appreciate the opportunity to do business with your Company. Please fill out the requested information below. If you have any questions, please do not hesitate to contact the Credit Department at 512-382-6654. Once completed, please submit this application back via e-mail to [michelle@shawpolymers.com](mailto:michelle@shawpolymers.com) or fax to 512-264-3666.

**Customer Information:**

**Billing Information (if different):**

|               |              |
|---------------|--------------|
| Legal Name:   | Name:        |
| Address:      | Address:     |
|               |              |
| Telephone #:  | Telephone #: |
| Fax #:        | Fax #:       |
| D&B #:        |              |
| Federal ID #: |              |

**Customer Contact Information:**

|             |              |
|-------------|--------------|
| President:  | Telephone #: |
| CFO:        | Telephone #: |
| Controller: | Telephone #: |
| AP Contact: | Telephone #: |

**Bank Reference:**

|              |        |
|--------------|--------|
| Name:        |        |
| Account #:   |        |
| Address:     |        |
|              |        |
| Telephone #: | Fax #: |

**Resin Trade Reference #1:**

|              |        |
|--------------|--------|
| Name:        |        |
| Account #:   |        |
| Address:     |        |
|              |        |
| Telephone #: | Fax #: |

**Resin Trade Reference #2:**

|              |        |
|--------------|--------|
| Name:        |        |
| Account #:   |        |
| Address:     |        |
|              |        |
| Telephone #: | Fax #: |

**Resin Trade Reference #3:**

|              |        |
|--------------|--------|
| Name:        |        |
| Account #:   |        |
| Address:     |        |
|              |        |
| Telephone #: | Fax #: |

*In requesting credit, the applicant gives permission to the above bank and credit references to release necessary information in the processing of this credit application with SHAW POLYMERS, LLC. SHAW POLYMERS, LLC is hereby authorized to obtain any information it may deem necessary from any source to obtain credit and reserves the right to perform periodic reviews to re-assess credit lines and credit terms. Applicant also agrees to be bound by the Terms and Conditions of Sale included with this application. **Please attach your Sales & Use Tax Exemption Certificate and W-9 with this application.***

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



**ShawPolymers**  
plastic raw materials

## TERMS AND CONDITIONS

1. Seller's acceptance of Buyer's order is made expressly conditional on Buyer's assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any purchase order, acknowledgement, acceptance or other document of Buyer. Seller does not accept, and expressly disclaims, all terms and conditions other than those expressly set forth herein or those contained in any written contract signed between the Buyer and Seller covering material(s) delivered hereunder. Acceptance of such material by Buyer shall constitute assent to said Terms and Conditions.
2. Buyer shall inspect all material immediately upon delivery and shall notify Seller in writing of any alleged defects in the material, latent or otherwise, within seven (7) days after Buyer learns of the alleged defects, but in no event later than thirty (30) days after Buyer receives the material. Failure to give such notice, or the grinding, processing or in any other manner altering or changing the form of the materials, shall constitute a waiver of all claims for any defects. Buyer shall submit with its notification a sample of the raw material and finished product claimed to be defective and shall afford Seller the opportunity to inspect any material in Buyer's possession. Buyer shall not return any material unless authorized in writing by the Seller.
3. Seller shall not be liable for failure to deliver or for delays in delivery, as to all or any part of the material, due to fire, flood, accident, war or civil disorder, labor difficulties, strikes, shortages of materials, delays or defaults of suppliers or carriers, embargo, actions of governmental authorities or any other cause beyond Seller's control. In such event, Seller may allocate its available supply of material in an equitable manner and may terminate this transaction without liability as to any unallocated portion of the order.
4. Provided that the Buyer complies with all of the terms and conditions herein, including section 2 above, Seller's liability (and Buyer's sole and exclusive remedy) with respect to any defective material shall be limited to the replacement of that portion of material or a credit to Buyer in the amount of the invoice for such material, as Seller may elect.
5. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR USE, OR ALLEGEDLY ARISING FROM ANY USAGE OF ANY TRADE OR FROM ANY COURSE OF DEALING, OR OTHERWISE, WHETHER ORAL OR WRITTEN, WHICH EXTEND BEYOND THE SELLER'S WRITTEN SPECIFICATIONS APPLICABLE TO SUCH PRODUCTS AS IN EFFECT ON THE DATE OF SHIPMENT.
6. Any action by the Buyer for claimed breach by Seller must be commenced within one (1) year after the cause of action has accrued: IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES OR EXPENSES OF ANY KIND OF BUYER OR OF ANY OF BUYER'S CUSTOMERS, INCLUDING, WITHOUT LIMITATION, PRODUCTION COSTS, CLAIMED LOSS OF ANTICIPATED PROFITS, INJURY TO CREDIT, REPUTATION OR GOOD WILL. BUYER ASSUMES ALL RISKS AND LIABILITY FROM THE HANDLING AND USE OF THE MATERIALS AND SHALL BE SOLELY RESPONSIBLE FOR TESTING AND DETERMINING SUITABILITY OF USE IN A PARTICULAR APPLICATION.
7. If, before shipment, Seller's costs for the material have been increased directly or indirectly by reason of any domestic or foreign law, governmental decree, order of regulation, including, without limitation, the imposition of any new or additional taxes, surcharge or duty, the revaluation or devaluation of currency, or import restrictions. Seller may, at its option, terminate the transaction or, to the extent lawful, increase the selling price by the amount of such increased costs.
8. All further orders from Buyer are subject to signed acceptance by Seller on its current Sales Contract form. In the absence of such signed acceptance, orders shall be deemed accepted and shipments made in accordance with the Terms and Conditions hereof, notwithstanding any purchase order from Buyer containing any inconsistent, supplemental, additional or different terms.
9. The goods sold hereunder may be or become hazardous, whether singly or in combination with other goods or products. Buyer acknowledges that it is familiar with, and will take all steps necessary to familiarize, inform and warn its employees, agents, customers and contractors who may handle or come into contact with the goods of all the hazards pertaining to, and proper procedures for safe use of, the goods and of the containers or equipment in which the goods may be handled, shipped, or stored. Buyer also undertakes to label as appropriate any materials which it makes or resells that includes the goods said hereunder. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY CLAIM, LIABILITY OR EXPENSE (INCLUDING LEGAL FEES) INCLUDING, BUT NOT LIMITED TO INJURY OR DEATH ARISING DIRECTLY OR INDIRECTLY FROM BUYER'S FAILURE TO SO FAMILIARIZE, INFORM AND WARN. THESE UNDERTAKINGS APPLY IN FULL MEASURE WHETHER SELLER IS ALLEGED OR FOUND TO BE CONCURRENTLY, PARTIALLY OR JOINTLY NEGLIGENT OR AT FAULT OR LIABILITY WITHOUT FAULT IS SOUGHT TO BE IMPOSED ON SELLER.
10. Seller's waiver of any breach or failure to enforce any of the Terms and Conditions herein or the contract of sale shall not be deemed to be a continuing waiver of any subsequent or continuing breach or a continuing waiver of the enforcement of such Terms and Conditions or of any other terms and conditions and such waiver shall not in any way effect, limit or waive, by reason of any course of performance, dealing, usage of trade or otherwise. Seller's rights to enforce and compel strict compliance with every term and condition hereof. Buyer agrees to indemnify Seller for all costs, including attorney's fees, associated with the enforcement of these Terms and Conditions and of the contract for sale of any goods sold hereunder.
11. This invoice may not be modified or terminated other than as herein provided, nor any of its provisions waived, except by a writing signed by the party to be charged, may not be assigned by Buyer, and shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to its choice of law principles.
12. Any technical advice furnished or recommendation made by the Seller or its agents concerning any use or applications of any goods furnished hereunder is made in good faith and is believed to be reliable. Seller makes no warranty, expressed or implied, as to the completeness or accuracy of such statements.
13. These Terms and Conditions shall govern over any conflicting terms on any Purchase Order.



**ShawPolymers**  
plastic raw materials

## New Customer Form

Shaw Polymers, LLC

Legal Company Name: \_\_\_\_\_

Organization Type:  Proprietor  C-Corp.  S-Corp.  Partnership  LLC  LLP  Other

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

**Rail Car Ship-To Address (1):** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Ship-To Name: \_\_\_\_\_ Track #: \_\_\_\_\_

Delivering Carrier: \_\_\_\_\_ Delivery Hours: \_\_\_\_\_

Location Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Rail Car Ship-To Address (2):** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Ship-To Name: \_\_\_\_\_ Track #: \_\_\_\_\_

Delivering Carrier: \_\_\_\_\_ Delivery Hours: \_\_\_\_\_

Location Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Bulk Truck Ship-To Address (1):** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Delivery Hours: \_\_\_\_\_ Do you require a delivery appointment? Yes  No

Location Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_



**ShawPolymers**  
plastic raw materials

**Bulk Truck Ship-To Address (2):** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Delivery Hours: \_\_\_\_\_ Do you require a delivery appointment? Yes  No

Location Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

\*If you have any additional ship-to locations, please include on an extra page.

**Additional Information**

**Contact to send invoices to:**

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Canadian Shipments Only:**

**Customs Broker:** \_\_\_\_\_

**GST Number:** \_\_\_\_\_

## UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Uj cy 'Rqnfo gtu.'NNE

Address: 752'P qvj 'Kf kpc'Cxgpg.'Etqy p'Rqlpv.'R "68529

I certify that:  
 Name of Firm (Buyer): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

is engaged as a registered  
 Wholesaler  
 Retailer  
 Manufacturer  
 Seller (California)  
 Lessor (see notes on pages 2–4)  
 Other (Specify) \_\_\_\_\_

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the Seller: \_\_\_\_\_

| State              | State Registration, Seller's Permit, or ID Number of Purchaser | State              | State Registration, Seller's Permit, or ID Number of Purchaser |
|--------------------|--|--------------------|--|
| AL <sup>1</sup>    |  | MO <sup>16</sup>   |  |
| AR                 |  | NE <sup>17</sup>   |  |
| AZ <sup>2</sup>    |  | NV                 |  |
| CA <sup>3</sup>    |  | NJ                 |  |
| CO <sup>4</sup>    |  | NM <sup>4,18</sup> |  |
| CT <sup>5</sup>    |  | NC <sup>19</sup>   |  |
| DC <sup>6</sup>    |  | ND                 |  |
| FL <sup>7</sup>    |  | OH <sup>20</sup>   |  |
| GA <sup>8</sup>    |  | OK <sup>21</sup>   |  |
| HI <sup>4,9</sup>  |  | PA <sup>22</sup>   |  |
| ID                 |  | RI <sup>23</sup>   |  |
| IL <sup>4,10</sup> |  | SC                 |  |
| IA                 |  | SD <sup>24</sup>   |  |
| KS                 |  | TN                 |  |
| KY <sup>11</sup>   |  | TX <sup>25</sup>   |  |
| ME <sup>12</sup>   |  | UT                 |  |
| MD <sup>13</sup>   |  | VT                 |  |
| MI <sup>14</sup>   |  | WA <sup>26</sup>   |  |
| MN <sup>15</sup>   |  | WI <sup>27</sup>   |  |

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
 (Owner, Partner, or Corporate Officer, or other authorized signer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

|   |   |  |
|---|---|--|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above   |  |
|   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | <b>5</b> Address (number, street, and apt. or suite no.)  | Requester's name and address (optional)<br><b>Shaw Polymers, LLC</b>   |
|   | <b>6</b> City, state, and ZIP code  | <b>530 North Indiana Ave.<br/>Crown Point, IN 46307</b>  |
|   | <b>7</b> 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                       |  |  |  |   |  |  |   |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  | - |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  |   |  |  |  |  |

## 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 on page 3.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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? on page 2.*

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?* on page 2 for further information.