



**SUBMIT** | →

## CREDIT APPLICATION & AGREEMENT

Legal Name of Company \_\_\_\_\_

Trade Name / DBA \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Web Site \_\_\_\_\_

Federal ID Number \_\_\_\_\_ Dun & Bradstreet Number \_\_\_\_\_

AP Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Phone \_\_\_\_\_

CFO Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Phone \_\_\_\_\_

Type of Business  Corporation  Partnership  LLC  Proprietorship  Other (specify) \_\_\_\_\_

State Where Registered or Incorporated \_\_\_\_\_ Years in Business \_\_\_\_\_ Annual Sales \_\_\_\_\_

Financial Statements Attached  Yes  No

Credit Limit Requested \_\_\_\_\_

### Bank Reference

Name of Bank \_\_\_\_\_ Account # \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

### Resin Trade References

(1) Vendor Name \_\_\_\_\_ Account # \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

(2) Vendor Name \_\_\_\_\_ Account # \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

(3) Vendor Name \_\_\_\_\_ Account # \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_



**Shipping Address**     Same as Billing Address

Railcar Shipping Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Contact Name \_\_\_\_\_ Contact e-mail \_\_\_\_\_

Bulk Truck Shipping Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Contact Name \_\_\_\_\_ Contact e-mail \_\_\_\_\_

For Canadian Shipments: Customs Broker \_\_\_\_\_ GST/ HST Number: \_\_\_\_\_

**Sales & Use Tax Exemption Certificate**

Check Appropriate Reason

- For Resale
- Direct Day Permit Holder (copy attached)
- Other reason for Sales Tax Exemption. Explain in Detail \_\_\_\_\_  
\_\_\_\_\_
- Product(s) purchased will become an ingredient or component part of articles manufactured or produced for sale.
- I am a common carrier.

State \_\_\_\_\_ Sales tax license registration/ permit number \_\_\_\_\_

State \_\_\_\_\_ Sales tax license registration/ permit number \_\_\_\_\_

State \_\_\_\_\_ Sales tax license registration/ permit number \_\_\_\_\_

Shaw Polymers' standard terms are Net 30 days from invoice/ ship date. All other terms must be approved by Shaw Polymers. 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. Shaw Polymers 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 reassess 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.** Once completed, please submit this application back via e-mail to credit@shawpolymers.com or fax to 512-264-3666.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

# Terms and Conditions

1. Agreement: 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. Price and Payment: Buyer will make payment for all shipments hereunder against Seller's invoice such that the funds are available to Seller within 30 calendar days from the date of invoice. If at any time, in Seller's opinion, the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, or inadequate to meet the obligations hereunder, the terms of payment may, at Seller's option, be revised or withdrawn, and Seller may require cash or other satisfactory security before making further shipments to Buyer. In addition to any other legal remedy, if Buyer fails to fulfill the terms of payment or is in default with respect to any of the other terms and conditions hereunder, Seller may defer further delivery of Products hereunder or may, at its option, cancel all further deliveries of Products to Buyer. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller.
3. Delivery, Title, Risk of Loss: Shipment dates are based upon Seller's reasonable judgment, are subject to production limitations and factory schedules, and are not guaranteed. If for any reason shortages occur in Seller's supply of the Material, Seller may allocate the Material, in which case Seller shall prorate the supply in a manner that in Seller's sole judgment is fair, considering factors Seller determines are relevant. Buyer agrees to take deliveries of the Products in ratable amounts over the life of the contract. All sales are F.O.B. Seller's shipping point unless otherwise specified by Seller. Title and risk of loss with respect to the Products covered hereby will pass to Buyer, and Buyer will become the sole owner and take possession of the Products, when the same are loaded into bulk trucks or other conveyances at Seller's shipping point, unless otherwise specified by Seller. A surcharge may be imposed by Seller to each shipment to reflect increases in transportation costs.
4. Weights: Seller's or carrier's weights (or Seller's measurements in case of Products sold by volume) taken at shipping points, as stated in the invoice, will control unless proved to be in error. Claims for shortages or overages of 1% of the gross weight of shipments will not be allowed.
5. Railcar Detention: Once a railcar has been constructively placed at terminal or customer location, customer may hold railcars for up to 60 days. If after 60 days, the railcar has not been emptied and released to the delivering carrier, Seller may invoice the Buyer \$50 per day minimum and/or up to the maximum amount the Seller is being charged from the Producer (each Producer has their own policy) until the railcar is released to the delivering carrier.
6. Remedies: 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.
7. Force Majeure: In case performance of any terms or provisions hereof is delayed or prevented in whole or in part because of or related to compliance with any law, decree, request, or order of any governmental agency or authority, whether local, state, provincial or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, explosions, storms, floods, acts of God, accidents of navigation, breakdown or failure of transportation, manufacturing, distribution, storage or processing facilities, failure of or interference with the manufacture, receiving, handling, delivery or consumption of the Products covered hereby, inability to obtain raw materials, chemicals, catalysts, fuel, power, labor, containers or transportation facilities, or for any other reason (whether or not of the same class or kind as herein set forth) which is not within the reasonable control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent (such occurrences referred to herein as "force majeure"), the party so suffering may at its option suspend deliveries or receipts during the period such cause continues, and no liability will attach against either party on account thereof. In the event of a force majeure affecting Buyer, Buyer will apportion its purchases among its suppliers of the type of Products covered hereby, including its own departments and affiliates, on an equitable basis. In the event of a force majeure affecting Seller, Seller may apportion its available supply of such Products among its purchasers including its own departments, divisions and affiliates on any basis Seller reasonably considers equitable without incurring any liability. When the delivery of Products has been prevented or delayed by any of the above causes, the quantity affected will be deducted from the amount required to be supplied hereunder with no obligation to make up that quantity. The provisions of this paragraph will not be available to either party who fails to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch. The requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties. Notwithstanding the foregoing, Buyer will not be relieved of the obligation to pay for Products, title to which has passed to Buyer.
8. Provided that the Buyer complies with all of the terms and conditions herein, including section 5 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.
9. Warranties: 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.
10. Limitation of liability: 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.
11. Taxes: 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. Any tax, duty, or other governmental charge upon the sale and or shipment of the goods herein specified now or hereafter imposed by federal, state, provincial or local authorities which Seller may be required to pay will be paid by Buyer to Seller in addition to the purchase price. If Buyer wishes the sale to be tax exempt, Buyer will provide Seller with exemption certificates in a form acceptable to the appropriate taxing authority.
12. 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.  

Indemnification: 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.
13. Waiver: 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.
14. Choice of Law: 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.
15. 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.
16. Inconsistent Terms: These Terms and Conditions shall govern over any conflicting terms on any Purchase Order.
17. Credit memos expire one-year of issue date (invoice date) on credit memo.

## UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2–6. The issuing Buyer and the recipient Seller 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. This form was revised as of December 9, 2020.

Issued to Seller: Shaw Polymers, LLC

Address: 400 North Indiana Ave., Crown Point, IN 46307

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

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

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling 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>		NE	
AR		NJ	
AZ <sup>2</sup>		NM <sup>3,19</sup>	
CA <sup>3</sup>		NC <sup>20</sup>	
CO <sup>4,5</sup>		ND	
CT <sup>6</sup>		OH <sup>21</sup>	
FL <sup>7</sup>		OK <sup>22</sup>	
GA <sup>8</sup>		PA <sup>23</sup>	
HI <sup>4,9</sup>		RI <sup>24</sup>	
ID <sup>10</sup>		SC	
IL <sup>4,11</sup>		SD <sup>25</sup>	
IA		TN <sup>26</sup>	
KS <sup>12</sup>		TX <sup>27</sup>	
KY <sup>13</sup>		UT	
ME <sup>14</sup>		VT <sup>28</sup>	
MD <sup>15</sup>		WA <sup>29</sup>	
MI <sup>16</sup>		WI <sup>30</sup>	
MN <sup>17</sup>			
MO <sup>18</sup>			

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer 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 Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the 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 of Buyer)

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

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<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 of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<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	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶	<small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<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 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.

<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 for Part II, later.

<b>Sign Here</b>	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](http://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.*