

SportsEdge® A Division of ABT, Inc.

P.O. Box 837 / 259 Murdock Rd. Troutman, NC 28166

Phone: 1-800-334-6057 Fax: 1-704-528-0179

APPLICATION FOR CREDIT

(Please Print or Type)
OUR TERMS ARE NET 30 DAYS

| FIRM NAME: | Date: |
|--|-------------------------------|
| SHIPPING ADDRESS: | |
| MAILING ADDRESS: | Fax:/ |
| CITY: STATE | |
| Business operates as: () INDIVIDUAL () PARTNERSHIP (|) CORPORATION () OTHER |
| If a corporation, incorporated in State of: | Date of incorporation: |
| List any other states in which firm have been domesticated: | |
| 1 | FFILIATION/TITLE |
| 3 | |
| B. Person(s) Authorized to Make Purchases: | |
| Phone: Fax: E-mail: Payables Schedule: () EOM () Bi-Monthly () Other: BANK REFERENCES | |
| Name: Contact: City, St | |
| Address City, St | ate, Zip |
| Name: Contact: | Phone: / / |
| Address: City, St | |
| SUPPLIER REFERENCES | S |
| Name Street Address and Box No. City, State, Zip 1 | |
| PLEASE ATTACH MOST RECENT COMPLETE FINANCIAL STATEMENT A CERTIFICATE IF TAX EXEMPT. | ND ATTACH SALES TAX EXEMPTION |
| DUN & BRADSTREET NUMBER: | |
| JOB NAME: IF JOB IS BONDED, PLEASE PROVIDE BOND NUMBER AND INFORMATION | ON: |

TERMS AND CONDITIONS

PLEASE READ CAREFULLY

I (we) understand that the information furnished to you on this application for account is for the purpose of obtaining credit from your firm. I (we) further understand that your firm may at any time refuse to grant credit to me even though credit is initially granted pursuant to this application. I am (we are) authorized in (my/our) capacity, to bind (my/our) firm for any and all credit which you approve to us and to the terms and conditions set forth below with respect to any sales. It is further understood and agreed that all accounts or monies due SportsEdge / ABT, Inc. shall be due and payable at its office in Troutman, N.C. All sales made and credit extended is governed by the following:

- 1. The terms of SportsEdge / ABT, Inc. are net 30 days, on the entire invoice amount, excluding freight. Discounts are only allowed on merchandise purchased from SportsEdge / ABT, Inc.
- No shipment will be made to any account on an open basis that exceeds or will push an account over the established 2. line of credit.
- Any billing (including unauthorized discounts and unpaid finance charges) that remains unpaid after 45 days (except 3. special terms agreed to in writing) means that future shipments will not be made or will be on a C.O.D. only basis until the account is cleared up.
- A service charge of 1½% per month will be charged on all past due balances. 4.
- 5. All payments will be made in accordance with the terms on each invoice.
- If we believe our invoice is wrong, SportsEdge / ABT, Inc. must receive, by written letter, notification of such. Letter 6. must be received by the Troutman, N.C. office no later than 25 days after mailing of the invoice.
- 7. That the foregoing statements and accompanying financial statements are correct and were provided to get SportsEdge / ABT, Inc. to extend open credit to the vendor applying for credit.
- 8. That in the event of non-payment within ABT, Inc.'s terms, the vendor to whom open credit was extended agrees to pay the expense of all legal proceedings plus reasonable attorney fees. This would also include any fees for collection agents and/or other means as SportsEdge / ABT, Inc. determines that may become necessary to collect any and all monies due SportsEdge / ABT, Inc.
- That advance notice will be given to SportsEdge / ABT, Inc. of any change in the business structure relating to 9. incorporation or changed ownership, etc; that without said notice, the original parties to whom credit was extended shall remain liable. Notice hereunder shall be given by certified mail or registered letter and acknowledged by return receipt.
- Credit policies are subject to change at the discretion of SportsEdge / ABT, Inc. Upon acceptance and signing of the 10. application and the issuance of an open line of credit (Company Name) _ to abide by the credit policies of SportsEdge / ABT, Inc., as in effect from time to time.
- Products sold by SportsEdge / ABT, Inc. are covered by ABT, Inc.'s standard warranties for such products. Copies of 11. ABT, Inc.'s standard warranties are available upon request. Except as provided in such standard warranties, SportsEdge / ABT, Inc. makes no warranty, express or implied, as to the suitability, design, merchantability or fitness for particular purpose of any product. The exclusive remedy under any such warranty is, at ABT, Inc.'s option, repair or replacement of the defective product. In no event shall SportsEdge / ABT, Inc. be liable for incidental or consequential damages, including but not limited to the cost of disassembly and reinstallation, injury to other property, loss of use, or other commercial losses. Where, due to operation of law, consequential and incidental damages cannot be excluded; they are expressly limited in amount to the purchase price of the product.

| MUST BE SIGNED BY OWNER, OFFICER, PARTNEI | R OR OTHER AUTHORIZED INDIVIDUAL ONLY. |
|--|--|
| SIGNATURE: | Title: |
| SIGNER'S NAME PRINTED OR TYPED: | |
| CREDIT LIMIT DESIRED: | |
| (All information will be held in confidence by our Credit Department | All past due accounts are reported to Fuler American Credit Indemnity Company) |



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PH: 800.334.6057 Fax: 704.528.0179 www.sportsedge.com

JOB INFORMATION SHEET

| CL | STOMER NAME: |
|----|--|
| A. | Amount and Description of Materials to be furnished: Amount \$: Description: Date Req'd: |
| B. | Customer's Relationship to Job:General ContractorSub-ContractorRe-SellerOther (Please specify): |
| C. | Is Job Bonded?N *Please provide copy of payment bond* Bond # |
| D. | Is Job Public or Private? |
| | Job Location: Name:Address: |
| | Job Site Phone #: Fax #: |
| | Job Superintendent/Contact Person: |
| | Is this where you want your order delivered?YN *If not please provide delivery address, phone # & contact* |
| F. | Owner/Awarding Authority:Address: |
| | Phone #: Fax #: |
| G. | General Contractor:Address: |
| | Phone #: Fax #: |
| Н. | Surety Name:Address: |
| | Phone #: Fax #: |

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

| | er): | | is engaged as a registered Wholesaler Retailer Manufacturer Seller (California) Lessor (see notes on pages 2-4) Other (Specify) |
|---|--|---|--|
| resale, ingre | he below listed states and cities within which you edients or components of a new product or service aling, retailing, manufacturing, leasing (renting) t | e ¹ to be reso | d deliver purchases to us and that any such purchases ld, leased, or rented in the normal course of business g: |
| of Busines | s: | | |
| | | | e seller: |
| State | State Registration, Seller's Permit, or ID Number of Purchaser | State | State Registration, Seller's Permit, or ID Number of Purchaser |
| AL^1 | Number of Furchaser | MO^{16} | Number of Furchaser |
| AR | | NE^{17} | |
| AZ^2 | | | |
| CA^3 | | NJ NM ^{4,18} | |
| CO ⁴ CT ⁵ | | NM NC ¹⁹ | |
| DC^6 | | NC ND | |
| FL^7 | | OH^{20} | |
| GA^8 | | | |
| $\mathrm{HI}^{4,9}$ | | | |
| ID | | RI^{23} | |
| | | SC | |
| $IL^{4,10}$ | | C1727 | |
| IL ^{4,10} IA | | SD ²⁴ TN | |
| IL ^{4,10} IA KS KY ¹¹ | | | |
| IL ^{4,10} IA KS KY ¹¹ ME ¹² | | TN TX ²⁵ UT | |
| IL ^{4,10} IA KS KY ¹¹ ME ¹² MD ¹³ | | TN TX ²⁵ UT VT | |
| IL ^{4,10} IA KS KY ¹¹ ME ¹² MD ¹³ MI ¹⁴ | | TN TX ²⁵ UT VT WA ²⁶ | |
| IL ^{4,10} IA KS KY ¹¹ ME ¹² MD ¹³ | | TN TX ²⁵ UT VT WA ²⁶ | |
| IL ^{4,10} IA KS KY ¹¹ ME ¹² MD ¹³ MI ¹⁴ | | TN TX ²⁵ UT VT WA ²⁶ | |
| IL 4,10 IA KS KY ¹¹ ME ¹² MD ¹³ MI ¹⁴ MN ¹⁵ rtify that if e tax due die each order or state. | any property or service so purchased tax free is useful to the proper taxing authority when state lawhich we may hereafter give to you, unless other ury, I swear or affirm that the information on this | TN TX ²⁵ UT VT WA ²⁶ WI ²⁷ sed or consu w so provide rwise specifi | amed by the firm as to make it subject to a Sales or uses or inform the seller for added tax billing. This cert ied, and shall be valid until canceled by us in writing e and correct as to every material matter. |
| IL 4,10 IA KS KY ¹¹ ME ¹² MD ¹³ MI ¹⁴ MN ¹⁵ rtify that if e tax due die each order or state. | any property or service so purchased tax free is useful to the proper taxing authority when state lawhich we may hereafter give to you, unless other ury, I swear or affirm that the information on this | TN TX ²⁵ UT VT WA ²⁶ WI ²⁷ sed or consu w so provide rwise specifi | amed by the firm as to make it subject to a Sales or uses or inform the seller for added tax billing. This certied, and shall be valid until canceled by us in writing |

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFCATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as a ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

- 1. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
- 2. Arizona: This certificate may be used only when making <u>purchases</u> of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.
- 3. California: A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
- 4. The state of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
- Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and an regulations and administrative pronouncements pertaining to resale certificates.
- 6. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
- 7. Florida: The Department will allow purchasers to use the Multistate Tax Commission's Uniform Sales and Use Tax Certificate-Multijurisdiction. However, the use of this uniform certificate must be used in conjunction with the telephonic or electronic authorization number method described in paragraph (3)(b) or (c) of rule SUT FAC 12A-1.039..
- 8. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

- 9. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.
- 10. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent ease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

- 11. Kentucky: 1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
 - 2. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
 - 3. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.
- 12. Maine does not have an exemption on sales of property for subsequent lease or rental.
- 13. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.
- Michigan: Effective for a period of three years unless a lesser period is mutually agreed t and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.
- 15. Minnesota: A. Does not allow a resale certificate for purchases of taxable services for resale in most situations.
 - B. Allows an exemption for items used only once during production and not used again.
- 16. Missouri: A. Purchases who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
 - B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
- 17. Nebraska: A blanket certificate is valid 3 years from the date of issuance.
- 18. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:
 - a) this certificate was not issued by the State of New Mexico;
 - b) the buyer is not required to be registered in New Mexico; and
 - c) the buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component part into a manufactured product.

- 19. North Carolina: This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.
- 20. Ohio: A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.
 - B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.
- 21. Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other tow requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-:65-7-6 is:
 - A) Sales tax permit information may consist of:
 - (i) A copy of the purchaser's sales tax permit; or
 - (ii) In lieu of a copy of the permit, obtain the following:
 - (I) Sales tax permit number; and
 - (II) The name and address of the purchaser;
 - B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
 - C) A statement that the articles purchased are purchased for resale;
 - D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
 - E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

- 22. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.
- 23. Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.
- 24. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
 - (1) The service is purchased for or on behalf of a current customer;
 - (2) The purchaser of the service does not use the service in any manner; and
 - (3) The service is delivered or resold to the customer without any alteration or change.
- 25. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.
- 26. Washington: Resale certificates will be replaced by reseller permits issued by Department of Revenue, effective January 1, 2010.
- 27. Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.