



Indcon Inc.
105 Ben Hamby Dr., Ste. E
Greenville, SC 29615
Phone: (864) 298-8300
Fax: (864) 534-1493
www.indconinc.com

From: Clay Atkins

To:

Company:

Phone:

Fax:

RE: Customer Application

Please see attached customer information package. The package contains the following items: cover sheet; a Customer Information Form; Indcon Terms and Conditions; a credit application; and a blank IRS W-9 Form.

Please return these completed forms by email to clay@indconinc.com, by mail to PO Box 8357, Greenville SC 29604, or by fax at 864-534-1493.

Thank you,

Clay Atkins

Clay Atkins
Vice President of Operations



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New Customer Information

Customer Name: _____

Customer Contact: _____ Title: _____

Email Address: _____

Corporate Address:

Line 1: _____

Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Billing Address: Check if same as corporate address

Line 1: _____

Line 2: _____

City: _____ State: _____ Zip: _____

Billing Contact: _____ Title: _____

Phone: _____ Fax: _____

Tax Exempt Status in any state? Yes No

If yes, please include proof of tax exempt status along with this packet.

Note: any tax exempt status, whether held by Customer or conferred on Customer by virtue of a particular project must be conveyed with proof of status to Indcon at the time of order.

By signing this form, Customer agrees to Indcon's Terms and Conditions, located on the next page.

Signature

Print Name

Title

Date

GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to all transactions between Purchaser and Indcon, whether or not such transaction is verbal or evidenced in writing:

SHIPPING AND HANDLING: Unless specifically accepted by Indcon in writing, Purchaser is responsible for all shipping and handling costs, whether such shipping is arranged by Purchaser or by Indcon. Indcon may fulfill order in multiple deliveries, as availability or convenience may require. All shipments are FOB place of shipment. Defective material or bad product must be rejected by written notice to Indcon within 3 days of receipt by Purchaser.

30 DAY RETURN POLICY: Material may be returned for credit only. No cash returns. Material must be returned within 30 days of delivery and will be subject to inspection and a 15% restocking fee. No material may be returned without prior written consent of Indcon. Shipping and handling fees are non-refundable. Purchaser is responsible for arranging and paying for return freight. No material is returned until received by Indcon in resalable condition. No "special order" or otherwise specially made products will be accepted as returned by Indcon. All sales of specialty or "special order" items are final. All used equipment sales are final.

DISCLAIMER OF WARRANTIES: INDCON MAKES NO WARRANTIES AS TO THE QUALITY OF ANY PRODUCT OR OUTCOME OF ANY APPLICATION. INDCON MAKES NO IMPLIED WARRANTIES OF WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE. USED EQUIPMENT IS SOLD AS-IS AND WITHOUT WARRANTY OF ANY KIND.

LIMITATION OF REMEDY: In the event of a damaged or defective product, or any other breach of contract by Indcon, Purchaser's sole and exclusive remedy from Indcon is replacement of the product in question or the refund of its purchase price. The purpose of this remedy is to provide Purchaser with conforming goods or, in the alternative, a refund. Indcon shall not be liable for incidental, consequential or punitive damages for a breach of warranty or any other breach or claim related to this contract.

TECHNICAL SUPPORT: Indcon representatives often provide technical support at the request of customers. Such advice or guidance given by Indcon representatives is purely informational and is based on both the past experiences of Indcon representatives and information provided by the product manufacturer. Every product application is different and Indcon cannot guarantee the outcome of any particular application. Indcon is not a contractor, and Indcon representatives do not perform any component of product installation when on site in an advisory capacity. In such situations, Indcon representatives are present merely to give advice, and Indcon offers no warranties or guarantees as to the outcome of a particular application, nor does Indcon guarantee the effectiveness of any installer. All advice given by Indcon is subject to the information, specifications, and instructions provided by the product manufacturer and any variance should be resolved in favor of the information provided by the manufacturer. Purchaser agrees not to rely on any informational technical support provided by Indcon personnel as professional advice, and if professional advice is sought, to consult a licensed engineer or other qualified professional.

PAYMENT: Payment for each purchase shall be made in full. No credit or deduction shall be credited or given on any amount owed due to early payment, unless otherwise agreed to in writing by Indcon. Late payments are subject to finance charges of 1.5% per month (18% per year), or the maximum percentage allowed by law. Purchaser agrees to pay all collection costs incurred to collect late payments. Purchaser shall pay all sales tax due or pay use tax directly to states if no sales tax is collected.

QUOTES: Unless otherwise stated in writing by an Indcon representative, all material quotes expire if not accepted within 30 days from issuance. After such time, a new quote must be issued to reflect price changes. ALL freight quotes are estimates and are subject to change based on time, availability, and freight rates.

INDEMNITY: Purchaser agrees to release from liability and indemnify Indcon for any damages or injury to person or property that occur relating to the use, application, or installation of any item purchased or rented from Indcon, and to reimburse Indcon for any loss, costs, or liability resulting from any and all demands, claims, suits, fines, penalties, proceedings, or actions of any kind related to the use, application, or installation of any item purchased or rented from Indcon.

DELAY: Neither party will be deemed to have breached this contract as a result of delays in performance where such delays result from act of God, riots, acts of war, governmental regulations imposed after the fact, or other occurrences that are beyond the reasonable control, and without the fault, of the party seeking excuse hereunder. Any party seeking excuse will promptly notify the other party in writing of its delay and take all reasonable steps to mitigate the effect of such delay. The time of performance shall be extended by a period of time equal to the length of any such excused delay.

CANCELLATION OR DEFAULT: In the event of a breach, default, or threatened breach or default by Purchaser, Indcon may cancel this contract and pursue all available remedies whether in contract, law, equity, or otherwise.

MODIFICATION: No modification of this contract may be made except in writing signed by an Indcon representative. Any subsequent additions, modifications, or subsequent agreements, whether written or verbal, are subject to these terms and conditions.

NO WAIVER: No action or failure to take action by Indcon related to a breach or default of Purchaser shall constitute a waiver, whether prior or subsequent, of the same or any other obligation of Purchaser.

ATTORNEY FEES: If any action at law or in equity shall be brought to recover any rent or payment due under this contract, or for or on account of any breach, or to enforce or interpret any of its covenants, terms, or conditions, the prevailing party shall be entitled to recover from the other party reasonable attorney fees.

SEVERABILITY: This agreement is intended to be severable, and if any portion or term is held invalid or unenforceable, such a holding shall not affect the validity or enforceability of any other portion or term of this agreement.

GOVERNING LAW AND CHOICE OF FORUM: The parties to this contract agree that this contract will be governed and construed in accordance with the laws of South Carolina and that any dispute regarding this contract, including the existence or enforceability thereof, shall be heard in the appropriate state or federal court located in Greenville, South Carolina.

COMPLETE AGREEMENT: The terms contained in this document, in addition to any terms contained on an Indcon quote, invoice, or statement, constitute the complete agreement between Indcon and Buyer, and no other valid writings or terms relating to this agreement exist.

INDCON, INC

105 Ben Hamby Dr., Ste. E
Greenville, SC 29615

Ph 864-298-8300 Fax 864-534-1493 Email: info@indconinc.com
Federal Tax ID # 57-1064917 SC Resale # 032304998 EIN # 57-1064917

CREDIT APPLICATION

Company Name: _____ Phone: _____
Address: _____ Fax: _____
_____ Email: _____

Business Type: ___ Corp. ___ Sole Proprietorship ___ Partnership ___ LLC
Number of years in business: ___ Nature of Business: _____

Tax Status:

Federal Tax ID Number: _____
Tax Exempt _____ Yes (*Attach copy of tax exempt certificate*)
_____ No *Tax Rate _____% State: _____

Bank References:

Name: _____ Address: _____
Contact: _____ Phone: _____

Trade References:

Name: _____ Contact: _____
Phone: _____ Fax: _____

Name: _____ Contact: _____
Phone: _____ Fax: _____

Name: _____ Contact: _____
Phone: _____ Fax: _____

Authorization: *Indcon Inc. is hereby authorized to contact any and all of the above references and make the necessary inquiries to process this application for credit.*

Date: _____ Signature: _____ Position: _____

Approval:

Date: _____ Authorization: _____
Credit Limit: _____ Terms: _____



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W-9 Request Form

Dear Customer,

In an effort to keep our files up to date and comply with all IRS regulations, we request a completed W-9 form. Please complete and sign the enclosed copy and return the completed form by mail to PO Box 8357, Greenville SC 29604, or by fax at 864-534-1493.

If you have any questions, please contact Jean Atkins at 864-298-8300.

Thank you,
Indcon Team

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. 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. <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 FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	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 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.

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 on page 3.

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at 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.