



## **CREDIT APPLICATION CHECK LIST**

Please return by email to [AR@everidge.com](mailto:AR@everidge.com)

- Credit Application
- Bank Release
- Uniform Sales & Use Tax Certificate
- Terms and Conditions
- **Prepayment Accounts - Bank Release and Trade references not needed**

All documents must be signed and returned for your company to be considered for a credit line.

If you have any questions, please contact Lynnette Bulger at 763-543-2391

Revision: June 2020



### CREDIT APPLICATION

#### Company Information:

Name of Business _____		Phone _____	Fax _____
Address _____		City _____	State _____ Zip _____
Year Started _____	Corporation _____	Partnership _____	Sole Proprietorship _____
Owner/President _____		Home Address _____	
City _____	State _____	Zip _____	% Ownership _____
<b>Accounts Payable</b> _____	<b>Email:</b> _____	<b>Phone:</b> _____	
Tax Exempt #(attach certificate) _____	D&B # _____		

#### Trade References:

1. \_\_\_\_\_

Business Name _____	Email _____	Phone _____
Address _____	City _____	State _____ Zip _____ Fax _____

2. \_\_\_\_\_

Business Name _____	Email _____	Phone _____
Address _____	City _____	State _____ Zip _____ Fax _____

3. \_\_\_\_\_

Business Name _____	Email _____	Phone _____
Address _____	City _____	State _____ Zip _____ Fax _____

I hereby acknowledge receipt of ICS By Everidge Standard Terms and Conditions and understand that they will govern all orders placed by the undersigned with ICS By Everidge until further notice of change or termination is given by us or by ICS By Everidge.

For: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Authorized Signature Title Date



**BANK RELEASE - Not Needed for Prepayment Accounts**

**To be Completed by Customer**

Name of Business \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Checking Account # \_\_\_\_\_ Loan Account # \_\_\_\_\_

I hereby authorize the disclosure of the requested information to ICS By Everidge, 15600 37<sup>th</sup> Ave N #100, Plymouth, MN 55446. This information will be treated as confidential.

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

Please return by email to AR@everidge.com

**To be Completed by Bank**

Checking Account # \_\_\_\_\_ Opened When \_\_\_\_\_

Average Balance \_\_\_\_\_ Overdrafts \_\_\_\_\_

Loan Balance \_\_\_\_\_ Secured By \_\_\_\_\_

Other Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Bank Representative Signature

\_\_\_\_\_  
Date



Standard Terms & Conditions: ICS By Everidge (Seller)

- 1. Orders. Orders must be in writing, are binding only upon acceptance by Seller and must specify type and quantity of Product, specifications and, if Seller is to provide installation services, installation plans. Quotations are valid for 30 days. Ship dates will only be established after receiving signed approval drawings and buying commitment (i.e.) PO number. Orders will not be released for production until the above criteria is met.
2. Payments. Due in full 30 days after shipment (Except C.I.A.). Past due invoices subject to interest at 1 1/2% per month (18% per year). Seller may partial bill if Buyer delays shipment more than one week after product is manufactured, installation is not complete within one week after shipment or delivery is scheduled at weekly or greater interval. Seller may file material and mechanics liens and Buyer shall pay all costs and attorneys' fees incurred if Seller initiates collection or legal proceedings. Terms of sale are subject to credit approval.
3. Delivery; Risk of Loss. Delivery dates are approximate and failure to meet estimated delivery dates is not grounds for cancellation or back charges. Transportations costs will be invoiced to Buyer at cost plus 5%. Risk of loss or damage from Seller's factory or at an installation site is Buyer's risk, whether or not Seller performs installation. Buyer shall verify condition, quantity and quality of Product, note on the freight bill any damage or shortage and immediately file a claim with carrier.
4. Changes. Change orders must be authorized by Seller in writing. Changes received within 10 days of the established ship date may result in a new ship date. Seller shall have the right to adjust price and completion date in the event of latent, concealed or unknown conditions which differ materially from original order request or description of installation. Cancelled orders are subject, in Seller's sole discretion, to total invoice amount less freight, taxes, etc. or a 25% restocking fee. Products cannot be returned without Seller's written permission. If permitted, Buyer shall pay all transportation charges.
5. Installation. Buyer shall provide all information, drawings, records, utility locations, documentation and specifications concerning Product and installation if installation is requested. Buyer is responsible for utilities, access to work, parking and storage areas and sanitation facilities, shall comply with all laws and regulations, shall cooperate with Seller on job site safety matters and shall coordinate installation performed by Buyer or its contractors so as not to interfere with or delay Seller's performance. Buyer shall reimburse Seller for any additional cost caused by Buyer or its contractors or changes to Seller's installation. Buyer shall maintain property insurance acceptable to Seller, naming Seller as a named insured.
6. Delays; Nonperformance. Seller shall not be liable for loss or damage due to delay or nonperformance in manufacture, delivery or installation resulting from any cause beyond Seller's reasonable control.
7. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM DELAY OR FAILURE OF DELIVERY OR INSTALLATION.
8. Taxes. Buyer is responsible for any sales, use, excise or similar tax arising from the sale Product or services. Buyer shall pay or reimburse Seller for any such taxes.
9. Limited Warranty. Not to exceed (15) fifteen years and (3) three months of original shipment to original Buyer as follows: (a) foamed-in-place enclosure and structural integrity of the walls, ceiling and floor panels manufactured by International Cold Storage to be free from defects in material and workmanship under normal use and service. Floors are not warranted under the following conditions: wet mopping, rolling wheel traffic (carts, dollies, pallet jacks, etc.) unless specifically designed and built for non-standard floor traffic. International Cold Storage warranties the paint/finish of or equipment, the door and door hardware, as well as parts supplied by International Cold Storage to be free from defects in materials or workmanship when installed by an authorized dealer for (1) one year from installation or (1) one year and (3) three months from ship date. Labor for hardware and parts are covered for the first (30) thirty days only. International Cold Storage will repair or replace, at its option, F.O.B. the factory any part, accessory, or refrigeration component determined to have a manufacturers defect during the warranty period. Exclusions from warranty coverage: equipment removed/moved from original site of installation, any type of light bulb or maintenance/service item, refrigeration leaks occurring at threaded connections or joints on remote systems not installed by International Cold Storage authorized installer, and adjustments or resetting (such as doors, valves, defrost components, pressure control, room thermostats, circuit breakers, fuses, door thermostats, or alarms), condenser or evaporator coil cleaning, any parts or components supplied by others, damage caused by improper maintenance, installation, or cleaning or any natural or environmental conditions, as well as any acts of God. International Cold Storage's standard refrigeration warranty is (1) one year for parts and (30) thirty days for labor after start-up. For compressor, within the first year, the servicer must exchange the compressor over the counter at an authorized dealer. In no event shall International Cold Storage be liable for the loss of use, product, revenue, or profit, or any other indirect, incidental, special, or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). This Limited Warranty is Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, whether in tort (including negligence). This Limited Warranty is not transferable.
10. Indemnification. Buyer shall indemnify Seller and it's employees and agents from any loss, damage, or expense, including attorney's fees, arising from or relating to transportation, installation, use or performance of any Product unless the claim arises direction from a Product defect covered by the Limited Warranty. Indemnification for employee claims shall not be limited by applicable worker's compensation, disability or other employee benefit acts.
11. Governing Law; Variation of terms. The rights and obligations of Seller shall be governed by the laws of the State of Minnesota. No waiver, modification or addition to terms shall bind Seller unless agreed to in writing by Seller. The provisions hereof are intended to be a final expression of the agreement of Seller and Buyer and are intended as an exclusive statement of all terms applicable to Buyer's order.

Customer acknowledges and accepts all terms and conditions stated above

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

## 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: \_\_\_\_\_

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

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 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>16</sup>	
AZ <sup>2</sup>		NV	
CA <sup>3</sup>		NJ	
CO <sup>4</sup>		NM <sup>4,17</sup>	
CT <sup>5</sup>		NC <sup>18</sup>	
FL <sup>6</sup>		ND	
GA <sup>7</sup>		OH <sup>19</sup>	
HI <sup>4,8</sup>		OK <sup>20</sup>	
ID		PA <sup>21</sup>	
IL <sup>4,9</sup>		RI <sup>22</sup>	
IA		SC	
KS		SD <sup>23</sup>	
KY <sup>10</sup>		TN	
ME <sup>11</sup>		TX <sup>24</sup>	
MD <sup>12</sup>		UT	
MI <sup>13</sup>		VT	
MN <sup>14</sup>		WA <sup>25</sup>	
		WI <sup>26</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: \_\_\_\_\_

## INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX EXEMPTION CERTIFICATE

To Seller's Customers:

In order to comply with most state and local sales tax law requirements, the Seller must have in its files a properly executed exemption certificate from all of its customers (Buyers) who claim a sales/use 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 a 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 an ingredient or component of a product manufactured by Buyer and then resold in the usual course of its business. A Seller failing to exercise 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 a 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 purchases 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 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. Colorado, Hawaii, Illinois, and New Mexico: these states do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
5. 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 regulations and administrative pronouncements pertaining to resale certificates.
6. Florida: Allows the Multistate Tax Commission's Uniform Sales and Use Tax Exemption/Resale Certificate – Multijurisdictional for tax-exempt purchases for resale; however, the selling dealer must also obtain a resale authorization number from the Florida Department of Revenue at [floridarevenue.com/taxes/certificates](http://floridarevenue.com/taxes/certificates), or by calling 877-357-3725, and entering the purchaser's Florida *Annual Resale Certificate* number.
7. 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.

8. 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.
9. Illinois: 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 for sales of property for subsequent lease 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 whether 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.

10. Kentucky: a) Kentucky does not permit the use of this certificate to claim resale exclusion for the purchase of a taxable service.  
b) 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).  
c) 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.
11. Maine: This state does not have an exemption for sales of property for subsequent lease or rental.
12. 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](http://www.marylandtaxes.com).
13. Michigan: This certificate is effective for a period of four years unless a lesser period is mutually agreed to and stated on this certificate. It covers all exempt transfers when accepted by the seller in “good faith” as defined by Michigan statute.
14. Minnesota: a) Minnesota does not allow a resale certificate for purchases of taxable services for resale in most situations.  
b) Minnesota allows an exemption for items used only once during production and not used again.
15. Missouri: a) Purchasers 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.
16. Nebraska: A blanket certificate is valid for 3 years from the date of issuance.
17. 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 of 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 incorporation as an ingredient or component of a manufactured product.
18. North Carolina: This certificate is not valid as an exemption certificate 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.

19. 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.
20. Oklahoma: 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 two 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:
    - \* Sales tax permit number; and
    - \* 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 is 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.
21. 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.
22. Rhode Island: Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. It does not permit this certificate to be used to claim any other type of exemption.
23. 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:
- (a) The service is purchased for or on behalf of a current customer;
  - (b) The purchaser of the service does not use the service in any manner; and
  - (c) The service is delivered or resold to the customer without any alteration or change.
- 24.. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories, and possessions.
25. Washington: a) Blanket resale certificates must be renewed at intervals not to exceed four years;
- b) This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."
- c) Buyer acknowledges that the misuse of the tax due, in addition to the tax, interest, and any other penalties imposed by law.
26. Wisconsin: 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.