



## APPLICATION FOR OPEN TERMS ACCOUNT

Company Name \_\_\_\_\_  
Legal Name \_\_\_\_\_  
Length of Time in Business \_\_\_\_\_ Length of Time at Current Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ FAX \_\_\_\_\_  
E-Mail \_\_\_\_\_

### SHIPPING INFORMATION

Ship To (If Different) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ FAX \_\_\_\_\_  
E-Mail \_\_\_\_\_

### PRINCIPALS - REFERENCE INFORMATION

<b>President Name</b> _____	<b>Vice-President Name</b> _____
Home Address _____	Home Address _____
Social Security Number (optional) _____	Social Security Number (optional) _____
Home Phone Number _____	Home Phone Number _____
Driver's License Number _____	Driver's License Number _____

If Applicant, Affiliates or Principals have ever done business with Kroll International, LLC, please list name(s) and address(es):  
\_\_\_\_\_  
\_\_\_\_\_

#### LEGAL STRUCTURE

- Corporation/LLC (Specify Date Inc.) \_\_\_\_\_
- Partnership (Specify Number of Years) \_\_\_\_\_
- Sole Proprietor (Specify Number of Years) \_\_\_\_\_

#### TYPE OF BUSINESS

Catalog Sales% \_\_\_\_\_  
Internet Sales % \_\_\_\_\_  
Store Front % \_\_\_\_\_  
Trade Shows % \_\_\_\_\_

#### SEND ALL PAYMENTS TO

Kroll International, LLC  
P.O. Box 58  
Troy, MI 48099-0058

#### BUSINESS MODEL CHECK ALL THAT APPLY

- Knives / Cutlery \_\_\_\_\_
- Embroidery & Apparel Webstore (Only) \_\_\_\_\_
- Fire & Rescue / EMS \_\_\_\_\_
- Firearms / Ammunition \_\_\_\_\_
- Law Enforcement \_\_\_\_\_
- Military & Tactical \_\_\_\_\_
- Outdoor & Shooting \_\_\_\_\_
- Security \_\_\_\_\_
- Shooting Range \_\_\_\_\_
- Other \_\_\_\_\_

#### DID YOU VISIT US AT A TRADE SHOW ?

YES OR  NO

If Yes where ? \_\_\_\_\_  
\_\_\_\_\_

#### HOW DID YOU HEAR ABOUT US ?

Advertisement \_\_\_\_\_  
Press Release \_\_\_\_\_  
Trade Show \_\_\_\_\_  
Established Customer \_\_\_\_\_  
Web Site \_\_\_\_\_  
Other \_\_\_\_\_

#### Confirmation of Information: Accuracy and Release of Authority to Verify

I hereby certify that the information in this Application for Open Account is correct. The information included in this Credit Application is for use by Kroll International, LLC ("Kroll") in determining the amount and conditions of credit to be extended. I understand that Kroll may also utilize the other sources of credit which it considers necessary in making this determination. Further, I hereby authorize the Bank and Trade References listed in this Credit Application to release the information necessary to assist Kroll® in establishing terms. I promise to pay for each purchase within the assigned terms. For all accounts past due, I agree to a 1.5% service charge on the unpaid monthly balance, which is an annual rate of 18%. Default will occur if payment due is not received in sixty (60) days after the date of the invoice. I further assume responsibility for all purchasing agents and employees of the undersigned until written notice to the contrary is given.

Please FAX this **Application, Sales License** and Your State's **Tax Exempt Form** to **586-739-0600**  
or e-mail them to **customerservice@krollcorp.com**



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

Accounts Payable: E-Mail **ALL** Invoices To \_\_\_\_\_

**BANK REFERENCE**

Name \_\_\_\_\_ Contact \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

Checking Acct. # \_\_\_\_\_ Savings Acct. # \_\_\_\_\_

Loan(s) Acct. # \_\_\_\_\_

**CURRENT TRADE REFERENCES**

1. Company Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_ FAX \_\_\_\_\_ Acct. # \_\_\_\_\_

2. Company Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_ FAX \_\_\_\_\_ Acct. # \_\_\_\_\_

3. Company Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_ FAX \_\_\_\_\_ Acct. # \_\_\_\_\_

4. Company Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_ FAX \_\_\_\_\_ Acct. # \_\_\_\_\_

**TERMS AND CONDITIONS**

I have completed this application to obtain an account with Kroll International, LLC ("Kroll") and certify that all statements contained herein are true and correct. I am authorized by the credit applicant to execute this document on its behalf. Applicant agrees that credit inquiries may be made, and authorizes the release of such information to Kroll International, LLC. Unless otherwise agreed in writing by Kroll, Applicant agrees that any credit granted shall be paid promptly in accordance with Kroll (Net 30 Day) terms, pricing and policies (Kroll policies are included in our published price list). Applicant also agrees that any terms proposed by Applicant that are inconsistent with these terms or any other Kroll terms, pricing and policies, whether in Applicant's terms and conditions, purchase order, acknowledgement, invoice or otherwise, are unacceptable to Kroll, are expressly rejected by Kroll, and will not become part of the purchase order, but shall not operate as a rejection of the purchase order if Kroll accepts the purchase order, in which case the purchase order shall be deemed accepted by Kroll, but without any of Applicant's proposed inconsistent terms. Notwithstanding any request or term by Applicant to the contrary, Kroll grants Applicant the rights and license to use product information belonging to a third party but only to the extent Kroll is contractually authorized to do so by such third party. Applicant must notify Kroll in writing of any change in legal structure and/or ownership. In the event other entities or individuals order merchandise using the Applicant's account without Kroll receiving proper written notification, it is agreed that both the Applicant and/or such other entities or individuals receiving the merchandise shall be obligated for all amounts due. Applicant agrees that credit may be cancelled/revoked at any time without notice, and in the event of default, to pay collection charges, actual attorney fees, and court costs. Kroll may change credit limits or other credit terms at any time, in its sole discretion. Kroll also reserves the right to suspend performance on any purchase order until payment is received for any unpaid past due balance. Applicant agrees to examine merchandise immediately upon receipt, and to advise Kroll of any disputed transactions within 10 days of receipt. Failure to notify Kroll of any dispute with respect to defective goods shall constitute a waiver of all such disputes. Service charges up to 1½% per month, or the maximum amount allowed by law, to any balance not paid in accordance with Kroll terms and conditions. KROLL DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AS TO ANY PRODUCT, WHETHER AS TO QUALITY, PRODUCTION, CAPACITY OR CAPABILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. KROLL DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF ANY PRODUCT INFORMATION PROVIDED TO APPLICANT, AND KROLL SHALL NOT BE LIABLE TO APPLICANT FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OPPORTUNITIES. These terms and conditions are governed by the laws of the State of Michigan.

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

Title \_\_\_\_\_

By signing this document, I agree to follow all manufacturer mandates and regulations regarding the purchase and resale of any and all products. Mandates can include but are not limited to: department or agency bids at any level, MAP Policies, geographical product sales restrictions, notifications of stop-sales, resale to other dealers and distributors, third party e-commerce sales and distribution, use of manufacturer logos and/or trademarks, sale of products via e-commerce channels, use of proprietary licenses and/or designs, and third party shipping by wholesaler or distributor. I understand that Kroll has no control over any restrictions that manufacturers mandate and/or regulate, and I agree to hold blameless and free from fault in any litigation arising from Kroll adherence and/or enforcement of manufacturer mandates. I further understand that any/or all mandates or regulations can change from any manufacturer, at any time, without prior notification. Violation of any of the previously mentioned mandates can result in termination of dealer account privileges/rights at the discretion of Kroll.

Please FAX this **Application, Sales License** and Your State's **Tax Exempt Form** to **586-739-0600** or e-mail them to **customerservice@krollcorp.com**



# Form ST-4 Sales Tax Resale Certificate

Name of purchaser Social Security or Federal Identification number

Address

City/Town State Zip

Type of business in which purchaser is engaged:

Type of tangible personal property or service being purchased (be as specific as possible):

Name of vendor from whom tangible personal property or services are being purchased:

Address City/Town State Zip

I hereby certify that I hold a valid Massachusetts Vendor's Registration, issued by the Commissioner of Revenue, pursuant to Massachusetts General Laws, Chapter 64H, section 7, and that I am in the business of selling the kind of tangible personal property or services being purchased under this certificate, and that I intend to sell such property or services in the regular course of my business.

**Signed under the penalties of perjury.**

Signature of purchaser Title Date

**Check applicable box:**  Single purchase certificate  Blanket certificate

### Notice to Vendors

1. Massachusetts General Laws assume that all gross receipts of a vendor from the sale of tangible personal property and services are from sales subject to tax, unless the contrary is established. The burden of proving that a sale of tangible personal property or service by any vendor is not a retail sale is placed upon the vendor unless he/she accepts from the purchaser a certificate declaring that the property or service is purchased for resale.
2. A resale certificate relieves the vendor from the burden of proof only if it is taken in good faith from a purchaser who is engaged in the business of selling tangible property or services and who holds a valid Massachusetts sales tax registration.
3. The good faith of the vendor will be questioned if he/she has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property or services. For example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling the kind of merchandise or service he/she is purchasing under this certificate would constitute grounds to question the good faith of the vendor.
4. The vendor must make sure that the certificate is filled out properly and signed before accepting it.
5. The vendor must retain this certificate as part of his/her permanent tax records.

If you have any questions about the acceptance or use of this certificate, please contact: **Massachusetts Department of Revenue, Customer Service Bureau, PO Box 7010, Boston, MA 02204, or call (617) 887-MDOR or toll-free, in-state 1-800-392-6089.**

### Notice to Purchasers

1. This certificate is to be used when the purchaser intends to resell the tangible personal property or service in the regular course of business. Manufacturers claiming an exempt use of the materials, tools and fuel which will be used in the manufacture, processing or conversion of tangible personal property should use Form ST-12, Exempt Use Certificate. Tax-exempt organizations making purchases for other than resale are to use Form ST-5, Exempt Purchaser Certificate.
2. The purchaser must hold a valid Massachusetts vendor registration. If you need to apply for a registration, go to [www.mass.gov/dor](http://www.mass.gov/dor) and click on WebFile for Business to complete an online application for registration.
3. This certificate must be signed by and bear the name and address of the purchaser and his/her Federal Identification number. This certificate must also indicate the type of tangible personal property purchased and resold by the purchaser.
4. If a purchaser who gives a certificate makes any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business, such property will be subject to the Massachusetts sales or use tax, as of the time the property is first used by him/her.
5. If you are engaged in a service activity, and are unsure as to the eligibility of the tangible personal property being purchased for resale, see the regulation on Service Enterprises, 830 CMR 64H.1.1.
6. For further information about the use of resale certificates, see the regulation on Resale and Exempt Use Certificates, 830 CMR 64H.8.1.

**Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.**

**This form is approved by the Commissioner of Revenue and may be reproduced.**