



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

President Name _____	Vice-President Name _____
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**



New York State Department of Taxation and Finance
New York State and Local Sales and Use Tax
Resale Certificate

ST-120
(1/11)

Name of seller			Name of purchaser		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code

Mark an **X** in the appropriate box: Single-use certificate Blanket certificate
 Temporary vendors must issue a single-use certificate.

To the purchaser:

You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

Purchaser information – *please type or print*

I am engaged in the business of _____ and principally sell _____
 (Contractors may not use this certificate to purchase materials and supplies.)

Part 1 – To be completed by registered New York State sales tax vendors

I certify that I am:

- a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is _____
- a New York State temporary vendor. My valid *Certificate of Authority* number is _____ and expires on _____

I am purchasing:

- A.** Tangible personal property (other than motor fuel or diesel motor fuel)
 - for resale in its present form or for resale as a physical component part of tangible personal property;
 - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service; or
- B.** A service for resale, including the servicing of tangible personal property held for sale.

Part 2 – To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number _____ (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write **not applicable** on the line requesting the registration number.)

I am purchasing:

- C.** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- D.** Tangible personal property for resale that will be resold from a business located outside New York State.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser	
Signature of owner, partner, or authorized person of purchaser	Date prepared

Substantial penalties will result from misuse of this certificate.

Instructions

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate.

This certificate is only for use by a purchaser who:

- A** – is registered as a New York State sales tax vendor and has a valid *Certificate of Authority* issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, or
- B** – is not required to be registered with the New York State Tax Department;
- is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
 - is purchasing items for resale that will be either:
 - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
 - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

Note: For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

Non-New York State purchasers: registration requirements

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered for New York State sales tax.

A business must register (unless the business can rebut the statutory presumption as described in TSB-M-08(3.1)S, *Additional Information on How Sellers May Rebut the New Presumption Applicable to the Definition of Sales Tax Vendor as Described in TSB-M-08(3)S*) for New York State sales tax if the business enters into agreements with residents of New York State under which the residents receive consideration for referring potential customers to the business by links on a Web site or otherwise, and the value of the sales in New York State made by the business through those agreements totals more than \$10,000 in the preceding four sales tax quarters. See TSB-M-08(3)S, *New Presumption Applicable to Definition of Sales Tax Vendor*, and TSB-M-08(3.1)S.

Also see TSB-M-09(3)S, *Definition of a Sales Tax Vendor is Expanded to Include Out-of-State Sellers with Related Businesses in New York State*, for information on sales tax registration requirements for out-of-state businesses with New York affiliates.

A purchaser who is not otherwise required to be registered for New York State sales tax may purchase fulfillment services from an **unaffiliated** New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered for sales tax in New York State.

If you need help determining if you are required to register because you engage in activity in New York State, contact the department (see *Need help?*).

If you meet the registration requirements and engage in business activities in New York State without possessing a valid *Certificate of Authority*, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractor Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

To the Purchaser

Enter all the information requested on the front of this form.

You may mark an **X** in the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not mark an **X** in the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary vendors may not issue a blanket certificate. A *temporary vendor* is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith;
- in the vendor's possession within 90 days of the transaction; and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

Invalid exemption certificates – Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

Retention of exemption certificates - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later.

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082