



Bowers-Saha Nutrition, LLC Customer Welcome Packet

Customer Account & Tax Form Instructions

Welcome to **Bowers-Saha Nutrition, LLC!**

Thank you for choosing Bowers-Saha Nutrition, LLC. To help us establish your customer account and ensure we can process orders and payments efficiently, please complete the applicable forms included in this welcome packet.

Forms to Complete

- **Page 1 – Customer Information:** Complete at minimum top two sections then sign and date at the bottom to attest information provided.
- **Page 2 – Continuing Unlimited Guaranty:** Please sign and date at the bottom if not prepaying.
- **Page 3 – ACH Transfer Authorization:** Complete only if you plan to have payments automatically pulled by Bowers-Saha Nutrition, LLC and *please note when returning that you would like to enroll in this service.*
- **Page 4 – Multijurisdiction Tax Form:** Complete according to the instructions below.
- **Page 9:** Please sign and date at the bottom.

Page 4 – Multijurisdiction Tax Form

Please locate the **Bowers-Saha Nutrition, LLC – Multijurisdiction** form on Page 4.

Complete the form as follows:

1. **Buyer Name:** Enter your name.
2. **Billing Address:** Enter your billing address.
3. **Engage as a Registered:** Select **Other** and specify **Farmer**.
4. **Description of Business:** Enter **Farmer** or **Reseller** if you resell Bowers-Saha Nutrition feed.
5. **Tangible Property:** Enter **Fish Food**.
6. **Business ID / EIN / SSN:** Enter your applicable Business ID or EIN next to the state in which you reside. If you do not have a Business ID or EIN, you may use your SSN where applicable.
7. **State Not Listed:** If your state is not listed on the form, use one of the available lines to enter your state and applicable identification number.
8. **Signature:** Sign the bottom of the form and include your title and date.
- 9.

Returning Your Completed Forms

Once you have completed the applicable forms, please return them to **Bowers-Saha Nutrition, LLC** by emailing to ar@bowers-sahanutrition.com. If you have any questions or need assistance completing the forms, please don't hesitate to contact us. We are happy to help.

Thank you for choosing Bowers-Saha Nutrition, LLC!

APPLICATION FOR CREDIT

APPLICANT NAME (legal name of individual or business seeking credit, the "Applicant"):		BUSINESS TYPE (Individual, LLC, LP, LLP, INC, CORP):		EIN or SSN:	
ADDRESS OF APPLICANT:		STATE OF INCORPORATION OR RESIDENCE:		SALES TAX EXEMPT # (attach cert)	
PHONE:	EMAIL:			☐ Exempt ☐ Not Exempt	
CO-APPLICANT (Complete only if second individual or business is seeking credit)					
CO-APPLICANT NAME (legal name of additional individual or business seeking credit, the "Co-Applicant"):		BUSINESS TYPE (Individual, LLC, LP, LLP, INC, CORP):		EIN or SSN:	
ADDRESS OF CO-APPLICANT:		STATE OF INCORPORATION OR RESIDENCE:		SALES TAX EXEMPT # (attach cert):	
PHONE:	EMAIL:			☐ Exempt ☐ Not Exempt	
NAMES OF PARTNERS/OFFICERS/PRINCIPALS:					
NAME:		TITLE:		SSN:	
NAME:		TITLE:		SSN:	
NAME:		TITLE:		SSN:	
FINANCIALS:					
PRIOR FISCAL YEAR NET INCOME:		TOTAL ASSETS:		TOTAL LIABILITIES:	
				DATE BUSINESS STARTED:	
ADDITIONAL FINANCIAL QUESTIONS		YES OR NO		IF YES, PROVIDE CASE NUMBER AND DATE	
Have you filed a Bankruptcy or insolvency in the past 10 years?					
Are you currently involved in any LAWSUITS or disputes?					
Have any judgments been obtained against you or your property in the past 10 years?					
PRIMARY BANKING:					
BANK:		BANK OFFICER:		CITY/STATE:	
				PHONE:	
FARM OPERATIONS					
ACRES FARMED:		TOTAL OWNED:		TOTAL RENTED:	
Species Produced (list):		Ship to Address (City, State, Zip)			
1.		1.			
2.		2.			
3.		3.			
TOTAL MAX MONTHLY USE BY FEED (Month & Weight)					
FEED		MONTH		WEIGHT	
PAYMENT METHOD					
Do you want the option to pay by credit card? ☐ Yes ☐ No					

The Applicant and Co-Applicant ((if any), together the "Applicants") **hereby certifies and agrees** that the above information is true and complete to the best of his/her/their/its knowledge, and that any credit granted to Applicant(s) will be used for the purchase of commercial agricultural products or services. Information provided or authorized to be disclosed to Bowers – Saha Nutrition LLC and its subsidiaries ("BSN") will be used solely for the purpose of establishing and monitoring credit and collecting credit extended to you.

The Applicant(s) hereby authorizes any banks, lenders, other grantors of credit or credit agencies to provide BSN copies of applicant's financial statements and all other information regarding the character, reputation, financial responsibility and indebtedness of the undersigned and hereby releases BSN and any banks, lender or other grantors of credit from any and all claims or causes of action that may arise or which he might have by reason of information furnished BSN by said bank, lender or other grantor of credit. The Applicant(s) hereby represent and warrant that if they are signing this agreement in their representative capacity of a business entity, that they have full authority to sign on behalf of and bind such business entity, and that BSN may rely on such signature.

Applicant(s) hereby grants BSN a purchase money security interest in all products or services received or obtained through any extension of credit by BSN and Applicant(s) acknowledges and agrees that BSN may have additional statutory lien rights under applicable law. Applicant(s) hereby authorizes BSN to execute a form UCC-1 and/or any other documents necessary to give public notice of BSN'S security interest in Applicant's property including, but not limited to inventory, products, accounts receivables, or other items used as secured collateral for extensions of credit to Applicant.

The Applicant(s) hereby certifies and agrees that APPLICABLE CREDIT TERMS will be stated by invoicing or will be determined by current and future signed Addendum(s) to this Application for Credit, and that all sales will be subject to BSN's applicable Terms and Conditions. In each event credit is approved and charges or sales are made, the Applicant(s) hereby agrees to pay a finance charge on past due balances calculated monthly at the maximum rate allowed by law in the Applicant's place of business, or at the rate established from time to time by BSN and advised to the undersigned, whichever is lower, and further agrees to pay reasonable legal fees and other reasonable costs incurred for the collection of overdue amounts; and further agrees that the venue for any action brought for collection on undersigned's account shall be in any State of Federal Court at BSN's sole discretion and election and the undersigned waives the right to challenge the placement of venue in such an action; and the parties herein agree to waive any right to a trial by jury of any action brought for collection of the undersigned's account with BSN.

GUARANTEE: Notwithstanding the fact that this application may be executed in a corporate or representative capacity, each of the undersigned Authorized Representatives and Partners/Officers/Principals identified above, for consideration of credit extended, do hereby individually, personally, and unconditionally guarantee the full and prompt payment of all credit given to Applicant(s) herein. This guarantee shall not be affected by the amount of credit extended. The undersigned waives notice of any change in credit terms, changes in extensions of credit. This guarantee may only be revoked in writing to BSN and only applies to those purchases made by Applicant(s) after said writing is received by BSN.

APPLICANT	NAME OF AUTHORIZED REPRESENTATIVE:	TITLE:	SIGNATURE:	DATE:
CO-APPLICANT	NAME OF AUTHORIZED REPRESENTATIVE:	TITLE:	SIGNATURE:	DATE:

For questions, please call 361-972-2414.
Completed forms can be emailed: ar@bowers-sahanutrition.com

CONTINUING UNLIMITED GUARANTY

Ladies and Gentlemen:

In consideration of Bowers – Saha Nutrition LLC and/or its affiliates and/or subsidiaries (collectively “BSN”) extending credit to

(hereinafter referred to as “Debtor”) which the undersigned (the “Guarantor(s)”) hereby request and with whom or in which company the Guarantor(s) are financially interested or connected and for value received, in the form of a good and valuable consideration, Guarantor(s) hereby, jointly and severally, absolutely and unconditionally personally guarantee to BSN the payment and performance when due of all Debtor’s indebtedness, obligations and liabilities now, heretofore and/or hereafter incurred or due, whether arising out of loan, extension of credit, contractual obligation or any other source, direct or indirect, absolute or contingent and whether incurred alone or with others together with such interest as said indebtedness, obligations and/or liabilities may bear and any and all attorneys’ fees and other costs and expenses incurred in collecting and/or enforcing such indebtedness, obligations and/or liabilities and enforcing this Guaranty (all such indebtedness, liabilities, obligations, interest, costs, fees and expenses hereinafter called the “Obligations”).

Notes and other evidences of indebtedness and things of value may be received by BSN on account of, in adjustment of, as security for or in settlement of any or all of the Obligations and the same (and/or the original Obligations) may be released, renewed, extended, relinquished, substituted, modified and/or enforced, at any time and from time to time, as BSN may think advisable, all without notice to Guarantor(s) or any of the Guarantor(s), and without impairing any Obligations under this Guaranty. Procedure against Debtor, or any other guarantor or upon any lien or other security, shall not be required as a condition of enforcing this Guaranty Guarantor(s) hereby, jointly and severally, waive any right of subrogation against Debtor for any payments made hereunder until all Obligations owed to BSN by Debtor are irrevocably paid and performed, in full.

This Guaranty may be enforced either by a single proceeding against all Guarantor(s), or any number of proceedings against any of Guarantor(s) separately as BSN may deem advisable. It is also agreed and understood that repeated and successive demands and recoveries may be had hereunder and that each and every default in the payment or performance of any Obligations shall give rise to a separate cause of action or causes of action.

Guarantor(s) hereby, jointly and severally, waive notice of the acceptance of this Guaranty, notice of sales, notice of Obligations incurred, notice of credit given and of the form thereof; and waive presentment, demand for payment, protest, promptness, diligence and notice of dishonor, non-payment or failure to perform; and any and all other notices. Each Guarantor agrees that its guaranty hereunder is a guaranty of payment and not of collection. The obligations of each Guarantor hereunder are independent of the obligations of any other Guarantor or any other Debtor. The liability of each Guarantor hereunder is irrevocable, continuing, absolute, and unconditional and the obligations of each Guarantor hereunder, to the fullest extent permitted by Applicable Law, shall not be discharged or impaired or otherwise effected by, and each Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of: (a) Any illegality or lack of validity or enforceability of any underlying Obligations owed by the Debtor or any or any related agreement or instrument; (b) Any change in the time, place, or manner of payment of, or in any other term of, the Obligations, including any increase in the obligations resulting from any extension of additional credit or otherwise; (c) Any taking, exchange, substitution, release, impairment, or non-perfection of any collateral, or any taking, release, impairment, amendment, waiver, or other modification of any guaranty, for the Obligations; (d) Any manner of sale, disposition, or application of proceeds of any collateral, or any other collateral or other assets to all or part of the Obligations; (e) Any default, failure, or delay, willful or otherwise, in the performance of the Obligations; (f) Any change, restructuring, or termination of the corporate structure, ownership, or existence of any Debtor or Guarantor or any insolvency, bankruptcy, reorganization, or other similar proceeding affecting the Debtor or its assets, (g) Any failure of BSN to disclose to any Debtor or Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties, or prospects of any other Debtor or Guarantor now or hereafter known to BSN; (h) The failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement, or the release or reduction of liability of any Guarantor, or other guarantor or surety, with respect to the Obligations; (i) The failure BSN to assert any claim or demand or to exercise or enforce any right or remedy; (j) Any defense, set-off, or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Debtor against BSN; (k) Any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Obligations or any existence of or reliance on any representation by BSN that might vary the risk of any Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, any Debtor or Guarantor or any other guarantor or surety. Each Guarantor hereby waives the benefit of all Homestead Exemption Laws and, to the fullest extent permitted by law, any and all defenses available to Guarantor(s) or sureties, at law or in equity.

Each Guarantor acknowledges that it has received adequate consideration for entering into this Guaranty and that all waivers and acknowledgments under this Article III by such Guarantor are knowingly made. This Guaranty is continuing on and any and all Obligations arising contemporaneously with or after its execution shall be conclusively presumed to have been created in reliance upon it. This Guaranty shall remain in full force until 30 days after written revocation, sent by registered mail, is received by BSN. Such revocation shall only affect Obligations incurred after the revocation is effective and shall only be effective as to the Guarantor giving the notice. This Guaranty shall be effective and shall be deemed delivered to BSN upon its signing and such signing to constitute full delivery.

If a claim is ever made upon BSN for repayment of any amount of the guaranteed Obligations and BSN repays all or part of the amount, Guarantor(s), jointly and severally, agree that, notwithstanding cancellation of any instrument evidencing any guaranteed Obligations, Guarantor(s) shall, jointly and severally, be and remain liable to BSN under this Guaranty for the amount repaid as if such amount had never originally been received by BSN. The obligations of each Guarantor hereunder shall remain in full force and effect without regard to and shall not be released, suspended, discharged, terminated or otherwise affected by any circumstance or occurrence whatsoever. This Guaranty shall extend to and bind the estate, executors, administrators and assigns of each Guarantor, and all obligations hereunder shall continue notwithstanding the incapacity, lack of authority, death or disability of any one or more of the Guarantor(s). This Guaranty shall inure to the benefit of BSN and Bowers's successors and assigns.

This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Texas and each Guarantor consents to the non-exclusive jurisdiction of any court of the State of Texas and the United States District Court for the District of Texas. If any term or condition of this Guaranty is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and conditions shall not be affected or impaired thereby. Each Guarantor has carefully read and understands the provisions of this Guaranty and the obligations created under it; and has had the opportunity to seek counsel.

GUARANTOR	PRINTED NAME:	TITLE (if signing on behalf of a business entity):	SIGNATURE:	DATE:
GUARANTOR	PRINTED NAME:	TITLE (if signing on behalf of a business entity):	SIGNATURE:	DATE:

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_____ (“Account Holder”) purchases goods and/or services from Bowers – Saha Nutrition LLC and/or one or more of its wholly owned subsidiaries (herein collectively called “BSN has selected ACH (Automated Clearing House) as the preferred method of receivables collection.

ACH CCD transactions will be generated by BSN resulting in a debit to the “Customer” account.

The undersigned parties hereby authorize payments between the parties to be made through the National Automated Clearing House (“NACHA”) system in accordance with the following terms and the most current corporate edition of NACHA Operating Rules.

Please initial here that you authorize use to perform the ACH draft on the 4th day from invoice. _____

All of the following information must be provided for timely implementation, please return a copy of a voided check with this form

Request Type	
New ☐	
Change ☐ (check all that apply)	☐ Account Holder Name; ☐ Bank Name; ☐ Bank Address; ☐ Routing Number, ☐ Account Number; ☐ Account Type; ☐ Contact Information

Banking Information

Bank Information	Response
Name of Account Holder	
Bank Name	
Bank Street Address	
Bank City, State, Zip	
Account Number	
Routing Number	
Type of Account	☐ Checking ☐ Savings (check one)
Account Holder Email	
Account Holder Phone Number	

Account Holder agrees that if payment is collected by electronic funds transfer, funds will be available at the designated bank stated above according to our standing business payment terms for the applicable transaction. Account Holder agrees reimburse and indemnify BSN for any fees, losses, or other costs incurred by BSN due to a NSF notice or other problem with Account Holder’s ACH transactions. Upon completion of an electronic funds transfer from the above-referenced account, the corresponding payment obligation shall be discharged; provided, however, the receiver of the electronic funds transfer debit shall not be in breach of any agreement or suffer any loss of discount or its completion is delayed because of a failure or delay by the NACHA system or the originator’s bank. In the event of any duplicate payment, overpayment, fraudulent payment or payment made in error, the receiving party will immediately return such payment upon confirming the occurrence of any of the foregoing. The above designations will remain in effect and may be relied upon in transferring funds until terminated upon thirty (30) days written notice. When properly executed, this authorization will become effective fifteen days after its receipt by BSN. The undersigned Account Holder and/or Authorized Representative represents and warrants that they are authorized by the Customer to and have all requisite authority to agree to the provisions of this ACH Authorization and authority over the above referenced account. To the extent any payment authorized under this Agreement is returned or unable to be made due to insufficient funds or any other action by Customer, Customer shall reimburse BSN for any and all losses associated therewith.

Printed Account Holder Name	Name and Title of Authorized Representative (if a business entity):	Signature	Date

Bowers – Saha Nutrition LLC—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.

Issued to Seller: Bowers - Saha Nutrition, LLC

Address: 24781 State Hwy 35 S, Palacios, TX 77465

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, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) 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 ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm 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 which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the 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)

Title: _____

Date: _____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

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 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 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.
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 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 of Revenue no longer accepts out-of-state sales tax exemption certificates.
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 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 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.
14. Michigan: Effective for a period of four years unless a lesser period is mutually agreed to 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 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:
 - (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: 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.
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.

TERMS AND CONDITIONS OF SALE

1. **SCOPE:** These Terms and Conditions of Sale ("T&Cs;") shall apply to all goods ("Products") that Bowers – Saha Nutrition LLC, in the United States (or the subsidiary named on the invoice), each through their BSN business ("Seller"), sell and/or deliver to you and/or your affiliates ("Buyer"). Buyer accepts these T&Cs as a condition to the purchase of any Products from Seller. Buyer's placement of an order for Products constitutes Buyer's irrevocable acceptance of these T&Cs. These T&Cs are binding on both Buyer and Seller (the "Parties").

2. **NO ADDITIONAL OR DIFFERENT TERMS:** These T&Cs, together with terms agreed between the Parties regarding price, quantity, and delivery date and method, are intended as a complete and exclusive statement of the terms of the contract between the Parties with regard to the Products at issue. Seller's offer to sell and deliver Products is expressly limited to these T&Cs. Seller hereby objects to any additional or different terms contained in any Buyer purchase order, order acknowledgement, conditions of purchase, or other Buyer document or communication of any kind ("Contrary Communication"). Every such Contrary Communication shall be of no force or effect, except to the extent otherwise provided in Section 15 below.

3. **WARRANTY:** Seller warrants, at the time and place of delivery, that: (i) it has the right to convey good title to the Products sold hereunder and (ii) said Products conform to Seller's published specifications for the Product, if any, in effect at the date of shipment.

4. **NO OTHER WARRANTIES: EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN SECTION 3, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.**

5. **LIMITATION ON DAMAGES:** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF BUYER, BUYER'S OFFICERS, EMPLOYEES, REPRESENTATIVES OR INSURERS, OR OF ANY THIRD PARTY, OF ANY NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, WAGES, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS, OR INJURY TO PERSONS), WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY), CONTRIBUTION, INDEMNITY, SUBROGATION OR OTHERWISE.

6. **EXCLUSIVE REMEDIES:** Buyer's exclusive remedy and Seller's exclusive liability, including without limitation, for shipment of nonconforming Product or for breach of warranty, is expressly limited, at Seller's option, to (i) replacement, within a reasonable period of time, of the nonconforming Product at no additional charge to Buyer or (ii) refund of the purchase price if already paid. All nonconforming Product must be returned to Seller, at Seller's expense, or, at Seller's direction, disposed of by Buyer in a manner mutually acceptable to Buyer and Seller with all costs of such disposition to be paid by Seller. Buyer must make any claim for nonconforming Product, breach of warranty, or any claim of any nature whatsoever with respect to the Products sold hereunder, in writing within thirty (30) days after Buyer's receipt of the Products, and Buyer irrevocably waives and releases all claims which are not properly made within said period.

7. **DELIVERY METHOD AND DATE:** Unless specific delivery methods are agreed by Seller and Buyer in writing, Seller may select the method of shipment and the carrier. Buyer understands that agreed delivery times are only estimates, and are always subject to factory schedules, production limits, and other factors. Under no circumstances shall Seller be liable for a late delivery unless otherwise stated in a Supply Contract.

8. **RISK OF LOSS:** Unless otherwise stated in a Supply Contract, title and risk of loss pass from Seller to Buyer when Seller delivers the Products to the carrier at the shipping point.

9. **ASSUMPTION OF RISK:** Buyer has determined the appropriate use or subsequent sale of the Products and assumes all risks and liabilities for any loss, damage, or injury to persons or property, resulting from the use or subsequent sale of the Products, either alone or in combination with other products. No off-label use or sale is permitted.

10. **TECHNICAL ADVICE:** Technical advice from Seller shall not be deemed to change any of the above provisions. Seller shall have no liability for any technical advice provided to Buyer, and all technical advice from Seller is given and accepted at Buyer's risk.

11. **SET OFF:** Buyer shall pay the entire amount it then owes Seller with no setoffs or discounts. Without limiting Seller's right to pursue any and all other rights and remedies available to it, it is expressly agreed that, to the fullest extent permissible by law, this contract is subject to Seller's right to set off any mutual debts and claims against Buyer including but not limited to those debts and/or claims that are exempt from a bankruptcy stay as provided in, for example, 11 U.S.C. §362(b).

12. **PAYMENT AMOUNTS:** No payment by Buyer or receipt by Seller of a lesser amount of payment than required under this contract or any supporting purchase order will be deemed to be other than on account of the earlier required payment due and not yet paid, nor will any endorsement or statement on any check or any letter accompanying any check or payment for Product be deemed an accord and satisfaction and Seller may accept the check or payment without prejudice to Seller's right to recover the balance of the monies owed or pursue any other remedy.

13. **PAYMENTS DUE AND OVERDUE PAYMENTS:** Whenever Seller has extended credit, Buyer's terms are Net 30 from date of invoice, unless a different period is stated in a Supply Contract, a writing from Seller's credit department, or a writing signed by Seller's Authorized Representative. Unless otherwise agreed in a Supply Contract, for U.S. Buyers, there will be a service charge on any past-due balances at a rate of 1.5% per month, or 18% per annum (but not in excess of any applicable lawful maximum rate and not commencing earlier than any applicable lawful date). Unless otherwise agreed in a Supply Contract, for Canadian Buyers, simple interest at a rate of 1.5% per month, or 18%

per annum is charged on overdue and extended term balances, and the amount of the credit chart is as set out below for the applicable interest rate, with payments received applied against outstanding interest charges first:

Balance	1.4795% / 30 days
	18% annually
\$100	\$ 1.48
\$300	4.44
\$500	7.40
\$1,000	14.80

Balances in excess of \$1,000 are calculated at the same ratio as above.

14. U.S. GOVERNMENT BUYERS: Where the Buyer is a department, agency, establishment, or instrumentality in the executive branch of the U.S. government, this contract shall be subject to the rules and regulations imposed upon contractors and subcontractors pursuant to 41 C.F.R Chapter 60 and 61. Unless these T&Cs contract is exempt by regulations issued by the Secretary of Labor, there is incorporated herein by reference 41 C.F.R. Sections 60-1.4, 60-250.5, 60-300.5, 60-741.5; and 61-250.10. 29 C.F.R. Part 471, Appendix A to Subpart A is also incorporated herein by reference.

15. AMENDMENT OR MODIFICATION: These T&Cs may be modified only by a writing that is signed by Seller's Authorized Representative and by Buyer ("Supply Contract"). When a conflict arises between these T&Cs and a Supply Contract, the provisions of the Supply Contract will control.

16. LIMITATION ON U.S. ACTIONS: Every action relating to Products or sales governed by these T&Cs must be commenced by Buyer within one (1) year from the date of sale. Any action commenced by Buyer in the U.S. after that time shall be barred.

17. FORCE MAJEURE: Seller shall not be liable to Buyer for failure of or delay in performance when such failure or delay is caused by conditions beyond Seller's control including, but not limited to, disease, pandemic, war, strike, labor dispute, fire, flood, tornado, hurricane, government intervention, embargo, terrorism, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any Act of God. If Seller declares Force Majeure hereunder, the contract shall remain in full force and effect for a period of sixty (60) days from said declaration. After sixty (60) days, Seller may cancel any unperformed portion of the contract by providing written notice to Buyer.

18. AUTHORIZED REPRESENTATIVE: As used herein, a person is an "Authorized Representative" of Seller only if he or she serves Seller as vice president or general manager or any other employee of Seller designated as such by name in a writing that has been signed by any vice president or general manager. Sales Representatives may bind the Seller to sales offers (but nothing else).

19. GOVERNING LAW: For sales from Bowers – Saha Nutrition LLC or any of its affiliated U.S. companies to Buyer, the laws of the state of Texas, Matagorda County, United States, will govern this contract.

20. LANGUAGE: It is the express wish of the parties that this Agreement and all documents contemplated herein be prepared in the English language. C'est à la demande expresse des parties aux présentes que cette convention ainsi que tous les documents prévus aux présentes soient rédigés en anglais.

Signature: _____ **Print Name:** _____ **Date:** _____