

Dear Customer:

We are very pleased that you have decided to do business with Tru-Flow, a division of Semitorr Group and look forward to serving you in the future. Before we can establish a credit account, we require customers complete the enclosed credit application and contact information form. In addition to the credit application and contact forms, we have included a copy of Semitorr's Terms & Conditions.

Once we receive your completed forms, we will review your credit information. Credit reviews can take up to 3-5 business days. However, please note that incomplete forms can delay credit review. You may submit your documents to your sales representative, email them to credit@semitorrinc.com or fax them to 503-683-7742.

If your company is tax exempt you are responsible for providing documentation of your tax exempt status. To avoid billing issues a copy of your tax certificate(s) should accompany your credit application. If you do not provide proper documentation sales tax will be charged.

If you have any questions please do not hesitate to call me at 503-682-7052.

Thank you for choosing to do business with SemiTorr and we look forward to a successful business partnership.

Regards,

Teri Maiorca

Teri Maiorca

Controller

BUSINESS CONTACT INFORMATION

Company name			
Billing Address City, State ZIP Code			
E-mail		Federal Tax ID	
Phone		DUNS #	
Fax		Sales Tax Exempt	<input type="checkbox"/> Yes <input type="checkbox"/> No
Website			Attach copy of certificate(s)

TRADE REFERENCES

Company name		Contact Name	
Address		Phone	
City, State ZIP Code		E-mail	
Company name		Contact Name	
Address		Phone	
City, State ZIP Code		E-mail	
Company name		Contact Name	
Address		Phone	
City, State ZIP Code		E-mail	

BANKING REFERENCES

Bank Name		Contact Name	
Address		Phone	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Account Number	

AGREEMENT

1. I/We are submitting this completed application for the purpose of obtaining credit terms for the purchase of products/services from SemiTorr Group Inc. The information on this application is true, accurate and current. SemiTorr is authorized to investigate the references listed pertaining to credit and financial responsibility.
2. SemiTorr's standard terms and conditions apply to all purchase orders and quotations and are the only conditions and terms applying to the sale of SemiTorr products. These terms include payment Net 30 days of invoice date. Interest will be assessed on overdue accounts at the rate of 1.5% per month. All accounts are COD until a credit application has been completed, reviewed and approved. **No terms and conditions will be binding upon SemiTorr unless specifically agreed to by SemiTorr in a separate writing.**
3. Any dispute regarding purchases using credit terms must be made by purchaser in writing to SemiTorr within 30 days of invoice date in order to avoid collection efforts for non-payment. At 30 days, amounts invoiced will be deemed without dispute and fully payable.
4. SemiTorr may withdraw credit terms for non-payment of account. In the event an account is placed with an attorney or agency for collection, account holder will be liable for all fees and costs incurred by SemiTorr in efforts to collect the account.
5. Signing this Application and Agreement indicates your acceptance of the terms and conditions as stated.

AUTHORIZED SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

TRU-FLOW A DIVISION OF SEMITORR GROUP, INC
CUSTOMER CONTACT INFORMATION

In an effort to ensure that invoices are routed correctly, please complete the following:

Accounts Payable Information

Company Name: _____

Contact Name: _____

Phone: (____) _____ - _____

Fax: (____) _____ - _____

Email: _____

Invoices to be: (CIRCLE ONE) MAILED EMAILED PORTAL

Invoices to be emailed to: _____

Statements to be: (CIRCLE ONE) MAILED EMAILED PORTAL

Statements to be emailed to: _____

Billing Information

Company Name: _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip/Postal Code: _____

Country: _____

Phone: (____) _____ - _____

Fax: (____) _____ - _____

If you are tax exempt, please attached a current completed tax exempt certificate. Orders will include taxes if a valid certificate is not on file.

Remittance Information

ACH:
Bank of America
Routing#: 323070380
Account#: 485010375560

Mail:
Tru-flow, a division of Semitorr Group, Inc
10655 SW Manhasset Drive
Tualatin, OR 97062

General Terms and Conditions

Governing Terms: All products and services offered for sale by SemiTorr Distribution, Inc. (Seller) are sold subject to the terms and conditions stated herein. These terms and conditions shall apply to the sale of the products and/or services described in the Seller's Quotation, Sales Order, Invoice, or other contract documentation to which these terms and conditions are attached or incorporated by reference. Except as expressly agreed by an authorized representative of Seller in writing, no other terms and conditions, including any terms and conditions attached to, or contained within, Buyer's request for quotation, acknowledgement, purchase order or other contract documentation shall apply. Buyer's acceptance of the products or services delivered by Seller shall constitute an affirmation by Buyer that the terms and conditions set forth herein govern the purchase and sale of the goods or services. **THE TERMS OF THIS CONTRACT SHALL SUPERSEDE ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS PROPOSED BY BUYER OR CONTAINED ON BUYERS PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER.**

Prices and Payment: All prices are firm unless otherwise agreed to in writing. Seller reserves the right to change prices and specifications of its products at any time without notice to Buyer. Payment terms are net 30 days from date of invoice or such other terms as are agreed between Buyer and Seller in writing. Terms on orders placed by a Buyer not operating as a United States entity shall be prepay by wire or such other terms as are agreed between Buyer and Seller in writing. Any amount not paid when due shall bear interest from the due date until paid in full at the rate of 1.5% per month, or the maximum amount allowed by law. Seller may require, in advance of shipment, full or partial payment or payment guarantee, whenever, in its opinion, the financial condition of buyer so warrants. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntary or involuntarily, under the bankruptcy laws, Seller may cancel any order then outstanding at any time during the period allowed for filing claims against the seller, and shall be paid the cancellation charges as set forth in these terms and conditions.

Limitation of Liability: In no event shall Seller (including its affiliates and subsidiaries) be liable for anticipated or lost profits or for special, punitive, indirect, incidental, or consequential damages. Seller total liability on any claim of any kind for any loss or damage whatsoever arising out of or in connection with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the products or services or units thereof which gives rise to the claim.

Returns: Prior to returning any Products to Seller, the Buyer shall first prepare and submit for a request for return which indicates the reason for return and includes a list of the Products showing part number and quantity. If Seller determines that Products qualify for return, a Return Material Authorization number (RMA) for the Products will be issued. If the return is not completed within thirty (30) days following the date of issuance of the RMA number, the RMA will become void and no return will be permitted. All Products submitted for return must be received by Seller in resalable condition, unused, and in the original packaging. A packing list showing part numbers, quantities, and the RMA number must accompany any returned Products. If all of the above criteria are met, then a credit memo will be issued to Buyer for Products submitted for return. Seller may, in its discretion, charge a restocking fee of an amount determined to be reasonable by Seller for any Product returned by Buyer.

Cancellation: Buyer may not cancel this order, or any portion thereof, except upon prior written agreement between Seller and Buyer and upon payment to Seller of the cancellation charges specified below. Buyer may not cancel any order, or portion thereof, after shipment. Buyer may not reschedule or change any order, or portion thereof, without Seller's prior written consent. Buyer acknowledges that such charges have been agreed upon, not as a penalty, but as a result of the difficulty of computing actual damages and the inconvenience and non-feasibility of Seller otherwise obtaining an adequate remedy. Such cancellation charges are as follows.

- 1) **Cancellation notice received 60 days or more prior to scheduled delivery will warrant a 20% cancellation charge.**
- 2) **Cancellation notice received less than 60 days prior to scheduled delivery will warrant a 30% cancellation charge.**

Default: In the event that either party defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party a dated "notice of default," specifying the default and requesting the correction thereof. If the event it is not corrected within ten(10) days after receipt of said notice, the non-defaulting party shall have all remedies at law and in equity for said default. In addition to any other remedy for default provided for herein or at Oregon law. Seller shall have the right, but not the obligation to suspend or terminate its work(s) and/or delivery obligations, to retain all deposits then held and to peacefully repossess all materials previously delivered or installed, for which payment has not been made in full, and terminate this agreement.

Taxes: Prices are exclusive of all federal, state, or local property, license privilege, sales, use, excise, and other taxes and government fees, which may now or hereafter be applicable to, measured by, or imposed upon or with respect to the transaction, the goods and/or services furnished under the Sales Contract, their sale, value or use, and Buyer shall be responsible for all such taxes and charges in addition to the price of the goods and/or services and shall reimburse Seller when such tax is payable by Seller, unless evidence of tax exemption acceptable to the taxing authorities is furnished by Buyer.

Cartage: Buyer shall be responsible for all shipping costs unless otherwise agreed upon by Buyer and Seller. The seller may at its discretion add packaging and handling costs to the sale. All material shall be shipped FOB Origin unless otherwise specified by Seller. Seller will make every effort to ship the products or provide the services hereunder in accordance with the requested delivery date, provided that Seller accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery.

Assignment: Neither this agreement nor any warranty granted herein is assignable.

Force Majeure: In the event the completion of work or the delivery of goods is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, then the completion of work or delivery of goods shall be delayed until a later date and Seller and Buyer shall sign a change order reflecting the same. If Buyer declines to sign the change order then this agreement may be terminated by Seller where upon all sums then due to Seller for work(s) completed and/or goods delivered on said order shall be immediately due and payable to Seller.

Effective date of this agreement: this agreement becomes effective on the date of order acknowledgment buy Seller

Governing law, venue, waiver of the jury trial and attorney fees: This agreement is to be governed by the law of the State of Oregon. Venue for any action other than a lien foreclosure may at Seller's option lie in the county of Washington, Oregon. The parties intentionally waive the right of a jury trial, in any litigation arising under this agreement; the non-prevailing party shall compensate the prevailing party all reasonable attorney fees and costs.

Entire agreement: No prior representation: Amendment: This is the entire agreement upon the Seller and Buyer. There is no representation past or present, by Seller or any person acting for Seller, which does not appear herein. This agreement may not be amended except by a written change order or amendment executed and paid for as provided herein.

Severability: Any remaining provisions hereof shall remain in full force and effect.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tru-Flow, a division of Semitorr Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10655 SW Manhasset Drive

6 City, state, and ZIP code

Tualatin, OR 97062

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
6	1	-	1	6	3	5	1	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Teri Maiorca

Date ▶ *01/25/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*