



## CREDIT APPLICATION

Company Name: \_\_\_\_\_ (the "Applicant")  
Company Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Type of Entity: Corp \_\_\_\_\_ Partnership/LLP \_\_\_\_\_ LLC \_\_\_\_\_ Proprietorship \_\_\_\_\_  
State in which Company is legally organized: \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_ Date Business Established: \_\_\_\_\_  
Do you require purchase orders? \_\_\_\_\_ Credit Amount Requested: \_\_\_\_\_  
Are Purchases Tax Exempt? \_\_\_\_\_ If yes, please supply your State Tax Exemption Certificate

### **CONTACTS:**

Principal: \_\_\_\_\_ Email: \_\_\_\_\_  
Principal: \_\_\_\_\_ Email: \_\_\_\_\_  
Accounts Payable: \_\_\_\_\_ Email: \_\_\_\_\_

### **TRADE REFERENCES:**

Business Name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_



**BANK INFORMATION**

Bank Name: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

Federal Tax ID #: \_\_\_\_\_

Bank Contact: \_\_\_\_\_

Email: \_\_\_\_\_

THE APPLICANT HEREBY AUTHORIZES THE BANK TO RELEASE TO ILLING COMPANY INC ALL INFORMATION REQUESTED. ALL INFORMATION WILL BE KEPT CONFIDENTIAL. BELOW SIGNATURE MUST BE AN AUTHORIZED SIGNER ON THE BANK ACCOUNT LISTED ABOVE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Title



## NEW CUSTOMER INFORMATION

\* Required Fields

*Legal Business Name:
*Bill To Business Name:
*Street or PO Box:
*City, State, Zip Code:
*Delivery Address (if different from Bill To Address):
*Street:
*City, State, Zip Code:
Company Website Address:
*Accounts Payable Contact Name:
*Accounts Payable Phone Number:
*Accounts Payable Email Address(es):
*Sales Tax Exemption Status: _____ No _____ Yes (*Attach Copy of Certificate)

In an effort to "Go Green" Illing Packaging will email customer invoices to the Accounts Payable Email Address(es) provided. Illing Company accepts the following forms of payment: ACH, Wire Transfer, Company Check. **Please contact accounting at [accounting@illingpackaging.com](mailto:accounting@illingpackaging.com) or 262-253-4233 to setup ACH payments.**

**Our payment remittance address is:**

**Illing Company Inc  
PO Box 772347  
Detroit MI 48277-2347**



## AGREEMENT

Applicant understands that credit terms are net thirty (30) days and if not paid within that time are considered past due. Interest shall accrue at the rate of 1.5% per month (18% annually) on any unpaid balance. It is understood and agreed that the Applicant will be responsible for payment of all collection costs and reasonable attorneys' fees in the event that it becomes necessary to place this account with an agency or attorney at law for collection.

Illing Company, Inc. (d/b/a Illing Packaging) ("Illing") reserves the right in its sole discretion to cancel/reduce credit and refuse to make future credit sales. In consideration of Illing extending credit to Applicant, the undersigned hereby guarantees the prompt performance of the duties and obligations of the Applicant as set forth herein, including payment to Illing by Applicant. Further, by signing below, both the Applicant and any and all guarantors agree that any and all disputes relating to this account shall be governed by the laws of the State of Wisconsin, and the appropriate venue for such dispute shall be Washington County, Wisconsin.

The Applicant hereby certifies and acknowledges that it has received, reviewed, and agrees to be bound by Illing standard Terms and Conditions, a copy of which is attached hereto. Illing's Terms and Conditions shall supersede and replace any conflicting language contained in any purchase order or other instrument submitted by Applicant. Further, no conditions, usage of trade, course of dealing or performance, understanding, or other agreement purporting to modify, vary, explain, or supplement the terms or conditions of these Terms and Conditions shall be binding unless hereafter made in writing and signed by Illing, and no modification shall be effected by the acknowledgement or acceptance of a purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. The person executing this Agreement on behalf of Applicant represents and warrants that he or she has complete and full authority and capacity to act on behalf of and to bind Applicant. Copies of signatures transmitted via facsimile, DocuSign, or PDF format via electronic mail shall be and are deemed sufficient and fully enforceable against the signator.

### APPLICANT:

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

By: \_\_\_\_\_

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

Title: Authorized Representative

Date: \_\_\_\_\_

### PERSONAL GUARANTOR:

THE UNDERSIGNED HEREBY PERSONALLY GUARANTEES PAYMENT OF ANY AND ALL OBLIGATIONS OF THE APPLICANT DUE TO ILLING.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Thank you for your cooperation, we appreciate the opportunity to serve your business needs. Please submit this complete Credit Application to your sales representative.



## TERMS AND CONDITIONS

LAST UPDATED: June 29, 2023

Illing Company, Inc. dba Illing Packaging is referred to herein as the “Seller” and the customer is referred to herein as “Buyer.” Buyer’s acceptance of Goods sold by Seller (the “Goods”) shall manifest Buyer’s assent to these Terms and Conditions (“Terms”). These Terms shall supersede all terms and conditions contained in any purchase order or other documentation submitted by Buyer. Any proposal by Buyer for additional or different terms or attempt by Buyer to vary any of the terms set forth herein shall not operate as a rejection of these Terms and these Terms shall be deemed accepted by Buyer without said additional or different terms. Some provisions of these Terms vary depending upon the origin of the Goods. Unless an order verification report expressly states that the Goods are supplied to Seller by an international manufacturer (designated on such order verification report as INTLSOURCE), the Goods supplied under all purchase orders shall be Domestically Sourced Goods (as defined herein).

1. **BUYER’S CREDIT:** Seller reserves the right, among other remedies either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when the same becomes due. Buyer agrees to any interest on all past due accounts at the rate of one and a half percent (1.5%) per month (18% annually) (or the maximum lawful rate if lower). Buyer further agrees to pay all costs of collection including reasonable attorneys’ fees and court costs. Should Buyer’s financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Goods theretofore delivered.
2. **SHIPMENTS:** All shipments are F.O.B. shipping point unless otherwise specified. Title to the Goods and all risk of loss with respect to any Goods shipped shall pass to Buyer when such Goods are delivered to the carrier at such shipping point. All delivery dates are estimates for approximate dates of delivery and do not constitute a guarantee of delivery on such dates. Seller shall not be responsible for shipping damage.
3. **WEIGHT AND CONTAINERS:** For Goods that are supplied to Seller by a domestic (“Domestically Sourced Goods”) or INTLSOURCE (“Internationally Sourced Goods”) manufacturer, the following shall apply: All weights and dimensions supplied by the manufacturer are assumed correct. Seller shall not be responsible for any reweigh fees incurred by Buyer. For Domestically Sourced Goods, where returnable containers are used in shipment, title to such containers shall remain in Seller, and a deposit in the amount required by Seller must be made at the time payment is tendered for the Goods. Such containers must be kept in good conditions, must not be used for any material other than the Goods shipped therein and must be returned within sixty (60) days from date of shipment at Buyer’s cost. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **DECORATIONS; CONTENTS:** Seller, upon Buyer’s request, may affix decorations to the Goods such as labels or silk screens (“Decorations”). Buyer acknowledges and agrees that it is solely responsible for the Decorations’ content and that the Decorations do not infringe the rights of any third party. Buyer agrees to indemnify and hold Seller harmless from any claims, damages, causes of actions, including attorneys’ fees, arising from any claims that the Decorations infringe upon the rights of any third party. It is the policy of Seller that the Buyer has the sole responsibility for determining the adequacy of the Goods for Buyer’s particular use. All materials should be tested and approved under the user conditions by Buyer. Buyer is in the position to know or make this determination because of peculiar knowledge of such matters as: (A) product formulation; (B) intended use; (C) filing, assembly, and packaging operations; (D) shipping and storage conditions; (E) method of merchandising including handling and shelf life; and (F) control over any warnings to be given concerning the use and handling of Goods and containers; and over the adequacy of such warnings. Pricing is subject to change upon inspection of the actual bottles and artwork.
5. **INSPECTION:** The terms of this Section vary depending upon the origin of the Goods: (A) For Domestically Sourced Goods, the following shall apply: Seller, upon receipt of Goods from the manufacturer, consistent with Seller’s standard protocol and industry practices, will not open any packaging to conduct a visual inspection of the Goods with regards to stock packaging. Seller is not responsible for quality inspection of the Goods from the manufacturer. Notwithstanding the foregoing, Seller may, in limited circumstances, perform a visual inspection for any value add or decoration performed outside of the stock package protocol; (B) For Internationally Sourced Goods, the following shall apply: Seller, upon receipt of Goods from the manufacturer, may open any packaging to conduct visual and physical quality inspections of the Goods. Seller shall have the right to retain three (3) production samples from each shipment. Buyer shall be responsible for the purchase of up to a ten percent (10%) overage of Goods per purchase order. If an order shall be incomplete by less than ten percent (10%) of the Goods ordered under the applicable purchase order, Buyer agrees that the order will be shipped with such shortage and the order shall be deemed complete. If an order shall be incomplete by more than ten percent (10%) of the Goods for such purchase order, Buyer acknowledges and agrees that in the sole discretion of the Seller, the order will either be (i) deemed complete and shipped with such shortage, or (ii) Seller will place the remaining amount of the order on backorder.
6. **CANCELLATIONS/RETURNS:** The terms of this Section vary depending upon the origin of the Goods: (A) For Domestically Sourced Goods, the following shall apply: Buyer may, within thirty (30) days of Buyer’s receipt of the Goods, return the Goods in their new, original, unopened condition for a credit with the Seller in the amount of the returned Goods. In the event the condition of the Goods is unsatisfactory to Seller, in its sole discretion, Seller may reject the returned Goods and send back to Buyer at Buyer’s cost. A restocking fee of twenty percent (20%) will apply to all returns. Transportation charges for the return of Goods shall not be paid unless authorized in writing in advance by Seller; (B) For Internationally Sourced Goods, the following shall apply: Buyer may only cancel a purchase order within forty-eight (48) hours of placing an order to Seller. Failure of Seller to receive cancellation notice from Buyer within forty-eight (48) hours of Buyer placing any order, shall bind Buyer to these Terms and any other obligations that result from the purchase order, including, without limitation, full payment for the Goods. If the Goods do not meet Buyer’s specifications or Buyer reasonably determines the Goods are defective, after confirmation of same by Seller, then Buyer may, within thirty (30) days of Buyer’s receipt of the Goods, return the Goods in their new, original condition for a credit with the Seller in the amount of the returned Goods. In the event the condition of the returned Goods is unsatisfactory to Seller, in its sole discretion, Seller may reject the returned Goods and send back to Buyer at Buyer’s cost. Transportation charges for the return of Goods shall not be paid unless authorized in writing in advance by Seller.
7. **WARRANTY:** Seller shall transfer to Buyer all applicable manufacturer warranties available to Seller for the Goods and/or services provided to Buyer, and Seller will use commercially reasonable efforts to facilitate the processing of any of Buyer’s covered warranty claims with the manufacturer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MANUFACTURER’S DEFECTS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES. MOREOVER, NOTWITHSTANDING ANY COMMUNICATIONS BETWEEN THE PARTIES, BUYER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER GOODS SOLD HEREUNDER ARE SUITABLE FOR THE MATERIALS BEING PLACED IN THEM BY OR AT THE DIRECTION OF BUYER OR THE ULTIMATE USER AND FOR DETERMINING THE PROPER METHODS OF FILLING THE GOODS AND THE CLOSURES TO BE USED ON THE GOODS, TAKING INTO ACCOUNT THE LIKELY STORAGE AND USE OF THE FILLED GOODS BY BUYER, THE PACKAGER AND THE ULTIMATE USER.
8. **LIMITATION OF LIABILITY:** (A) Within ten (10) days after receipt of each shipment of the Goods, Buyer shall examine such Goods for any damage, defect, or shortage. All claims for any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) shall be deemed waived unless made in writing and received by Seller within thirty (30) days after Buyer’s receipt of the Goods, in respect to which such claim is made, or, if such claim is for non-delivery of such Goods, within thirty (30) days after the date upon which such Goods were to be delivered. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, further manufacture, other use or resale of the Goods shall have taken place; (B) **BUYER’S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES, AND SELLER’S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT SELLER HAS RECOVERED FROM THE MANUFACTURER OF THE GOODS IN RESPECT TO WHICH SUCH CAUSE ARISES, OR, THE REPAIR OR REPLACEMENT OF SUCH GOODS, WHICH, FOR PURPOSES OF CLARITY, SHALL ALSO BE LIMITED TO THE AMOUNT OF THE MANUFACTURER’S COVERAGE, AND IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE;** (C) Seller shall not be liable for, and Buyer assumes liability for and shall indemnify and hold harmless Seller from, any claims, suits, actions, expensed, costs (including attorneys’ fees), damages and liabilities resulting from or connected with (i) to the extent Seller provides labeling/decorating services, the content of the label, including, but not limited to, the label content’s being in compliance with all laws, (ii) the handling, transportation, possession, processing, further manufacture, other use or resale of the Goods including personal injury and property damage irrespective of whether the Goods are used alone or in combination with any other substance or material, (iii) Buyer’s willful misconduct, negligence or violation of law, (iv) Buyer’s breach of any terms of these Terms or any Supply Agreement, and (v) any violation or non-compliance by Seller or Buyer of any



postconsumer recycled content laws or laws similar thereto; (D) If Seller furnishes technical or other advice to Buyer, whether or not at Buyer's request, with respect to processing, further manufacture, other use or resale of the Goods, Seller shall not be liable for, and Buyer assumes all risk of, such advice and the result thereof.

9. **ECOMMERCE LIABILITY:** Seller makes no representations or warranties, express or implied, with respect to the Goods, their usage, safety, reliability, durability, or performance. Seller accepts no liability for the usage, safety, reliability, durability, or performance of the Goods. In no event shall Seller be liable for any direct, indirect, punitive, incidental, special consequential damages to property or life, whatsoever arising out of or connected with the use or misuse of the Goods. Buyer hereby releases Seller from any liability arising out of the Goods. Buyer further agrees to indemnify and hold Seller harmless from any legal claim in any way connected to the Goods due to Buyer's conduct. Buyer acknowledges and agrees that any use of the Goods is at Buyer's own risk.
10. **BUYER'S ACTS OR OMISSIONS:** If Seller's performance of its obligations under these Terms is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
11. **FREIGHT AND TAXES:** Any increase in freight rates paid by Seller on shipments covered by this contract and hereafter becoming effective and any tax or governmental charge or increase in same (excluding any franchise or income tax or other tax or charge based on income) that (a) increase the cost to Seller of producing, selling, or delivering the Goods or of procuring materials used therein; or (b) are payable by Seller because of the production, sale, or delivery of the Goods such as Sales Tax, Retailer's Occupational Tax, Gross Receipts Tax, or Value Added Tax, may, at Seller's option, be added to the price of Goods herein specified. For Internationally Sourced Goods, Buyer acknowledges and agrees that as of actual ship date for the Goods, the freight and container cost may have fluctuated from the quoted price supplied by Seller and/or the purchase order pricing accepted and acknowledged by Seller. Seller reserves the right to, at any time prior to shipment of the Goods, adjust the freight and container costs accordingly (whether increased or decreased) regardless of Seller's acceptance of any purchase order pricing or pricing quote, to reflect the actual freight and container costs of each specific shipment, and Buyer agrees to pay Seller an amount consistent with such increase or decrease in freight consistent with the terms herein.
12. **BUYER INVENTORY:** As a courtesy to Buyer, Seller may, in limited circumstances and in Seller's sole discretion, fulfill a Buyer's order through the manufacturer and retain a portion of the Goods from such order on Seller's premises for a period of time. Seller shall hold title to such Goods until such time as Buyer takes possession and makes full and final payment to Seller for such Goods. Notwithstanding the foregoing, at any time, upon 30 days prior notice provided by Seller to Buyer, Buyer shall remove such Goods from Seller's premises at Buyer's sole cost and submit payment for such Goods in full. In the event Buyer fails to timely remove such Goods, Seller shall be entitled to charge, and Buyer shall be responsible for payment of a storage fee, as reasonably determined in Seller's sole discretion, which storage fee shall be due and payable within five (5) days of Seller's invoice for the same.
13. **PRICES AND PACKAGING:** The prices, point of delivery, terms of payment and packing instructions for each shipment of Goods shall be in accordance with Seller's schedules and instructions for such Goods in effect at the time of each such shipment. Such schedules and instructions may be revised from time to time by Seller. Seller may revise pricing prior to the shipment date upon circumstances set forth in Section 12. If Seller desires to revise the applicable price, point of delivery or terms of payment for the Goods hereunder prior to the shipment date, but it is restricted to any extent against so doing by reason of any governmental law, regulation, order or action, or if the price, point of delivery, or terms of payment in effect under this contract are altered by reason of any governmental law, regulation, order or action, Seller shall have the right to (a) terminate this contract by written notice to Buyer; (b) suspend deliveries for the duration of such restriction or alteration; or (c) have apply to this contract (as of the effective date of such restriction or alteration) any price, point of delivery, service allowance or terms of payment governmentally acceptable. Any delivery suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
14. **EXCUSE OF PERFORMANCE:** (A) Deliveries may be suspended by Seller in the event of: an Act of God, pandemic, war, terrorist attack, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials, labor, containers, or transportation facilities; compliance with governmental request, laws, regulations, orders or actions; breakage or failure of machinery or apparatus; acts beyond Seller's reasonable control; or in the event of labor trouble, strike, lockout or injunction (provided that Seller shall not be required to settle a labor dispute against its own best judgment) which event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the Goods or material upon which the manufacture of the Goods is dependent; (B) If Seller determines that its ability to supply the total demand for the Goods, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture or distribution of the Goods is hindered, limited or made impracticable, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any Goods or material) among itself and its purchasers (including Buyer) on such basis as Seller determines to be equitable without liability for any failure of performance which may result there from; (C) Deliveries suspended or not made by reason of this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
15. **OTHER AGREEMENTS:** In the event the Seller and Buyer have entered into a supply agreement ("Supply Agreement"), stocking agreement, or decorated agreement related to Goods sold (the "Other Agreements") and a conflict exists between any language contained herein and in the Other Agreements, the language in the Other Agreements shall govern.
16. **ASSIGNMENT:** Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, which consent Seller may withhold in its absolute discretion, and any attempted assignment or delegation without such consent shall be void. Seller shall have the right to assign its rights or delegate its performance hereunder in its sole discretion and without the prior written consent of Buyer.
17. **IMPORTED GOODS; COMPLIANCE WITH LAWS:** In the case of Internationally Sourced Goods, Buyer acknowledges the Goods purchased by Buyer from Seller are imported from countries outside of the United States and that Seller is not the manufacturer of the Goods or the exclusive distributor of the Goods in the United States. Buyer covenants and agrees that Buyer is and will continue to comply with all federal laws, including, but not limited to, the laws governing imports and the Foreign Corrupt Practices Act of 1977, as amended.
18. **CONFIDENTIAL INFORMATION:** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with these Terms is confidential, solely for the use of performing these Terms and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.
19. **MISCELLANEOUS:** The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Wisconsin without regard to conflicts or choice of law principles. All disputes arising out of or relating to these Terms shall be subject to the exclusive personal jurisdiction and venue of the state and federal courts of the State of Wisconsin to which the parties irrevocably submit. These Terms constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. Except as provided in Section 11, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by Seller, and no modification shall be effected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by Seller with respect to any breach or default or of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver shall be expressed in writing signed by Seller. If any provision herein becomes invalid or illegal in whole or in part, such provision shall be deemed amended, as nearly as possible, to be consistent with the intent expressed herein, and if such amendment is impossible, that provision shall fall by itself without invalidating any of the remaining provisions not otherwise invalid or illegal. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Seller reserves the right to make changes to these Terms at any time, and such changes will be effective immediately upon being posted on Seller's website (<https://illingcompany.com/terms-conditions/>) (the "Site"). Buyer can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of the copy of these Terms on the Site.



Form

**W-9**(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ILLING COMPANY INC</b>		
	2 Business name/disregarded entity name, if different from above <b>ILLING PACKAGING</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>W204 N13125 GOLDENDALE RD</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>RICHFIELD WI 53076</b>		
7 List account number(s) here (optional)			

**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.

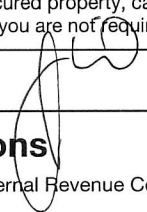
<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
3	9			-	0	9	3	0	6
									7

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ► 	Date ► 6   9   2022
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**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](http://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.