



ESSENTIAL CHEMISTRY. INNOVATIVE SOLUTIONS.

4320 Greenway Drive
Knoxville, TN 37918

865.524.4239 Phone • 865.524.3375 Fax
accounting@corecheminc.com

Application for Open Account

CORECHEM Salesperson: _____

Business Contact Information

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Company Phone: _____ Company Fax: _____ Company Website: _____

If Division/Subsidiary, Name of Parent Company: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

A/P Contact: _____ A/P Contact Phone: _____ A/P Fax: _____

A/P Contact Email: _____ Invoice: mail email

Purchasing Contact: _____ Purchasing Phone: _____ Purchasing Fax: _____

Purchasing Email: _____ Purchase Order Number Required? Yes No

FEIN# _____ In Business Since: _____

Legal form under which the business operates:

Corporation State/Province Registered: _____

Partnership Sole Proprietorship Other: _____

Company Owner, Officers, Partners

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Bank Reference

Bank Name: _____

Officer/Account Manager: _____

Bank Address: _____

City: _____ State: _____ Zip Code: _____

Bank Phone: _____ Bank Fax: _____

Account Type: Checking Savings Loan Account Number: _____

Bank Reference cont'd

Bank Name: _____
Officer/Account Manager: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Phone: _____ Bank Fax: _____
Account Type: Checking Savings Loan Account Number: _____

Trade Reference

Company Name: _____
Contact Name: _____
Address: _____
City: _____ State/Province: _____ Zip Code: _____
Phone: _____ Fax: _____
Date Account Opened: _____ Credit Limit: _____ Current Balance: _____

Company Name: _____
Contact Name: _____
Address: _____
City: _____ State/Province: _____ Zip Code: _____
Phone: _____ Fax: _____
Date Account Opened: _____ Credit Limit: _____ Current Balance: _____

Company Name: _____
Contact Name: _____
Address: _____
City: _____ State/Province: _____ Zip Code: _____
Phone: _____ Fax: _____
Date Account Opened: _____ Credit Limit: _____ Current Balance: _____

Financial Information

Amount of Credit Requested: \$ _____
Have you, the officers and/or the affiliates ever filed a petition in bankruptcy? Yes No
Is your company subject to any litigation? Yes No If so, describe: _____

We declare that the above information is true, correct and complete and is given to induce the Company to extend credit. We authorize the Company to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to the Company any and all information concerning the financial and credit history of my company and myself:

I have read and agree to the attached terms and conditions.

Company Name: _____
Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

Terms and Conditions of Sale

1. PAYMENTS. Unless otherwise agreed to by CORECHEM Inc. in writing, all amounts payable hereunder shall be due to CORECHEM Inc. within thirty (30) days of invoice date, time being of the essence. Late payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law; whichever is less. All prices shown are net, and, in addition to the price of goods. Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing.

2. TAXES AND PRICING. All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including without limitation occupation, property, excise, sales, or use tax, but excluding any taxes based on the income of CORECHEM Inc. The purchase price, including applicable taxes, shall be subject to increase based on CORECHEM Inc.'s established price at the date of actual shipment, if shipment is delayed thirty (30) days, or more, beyond the scheduled shipment date, and such delay is caused in whole or in part by circumstances beyond the reasonable control of CORECHEM Inc. as provided in paragraph 10.

3. SHIPMENT. (a) Scheduled shipment date is an estimate only. On or after the scheduled shipment date, customer shall accept shipment upon notification by CORECHEM Inc.; or if customer refuses shipment. Then CORECHEM Inc. is authorized to (1) have the goods transported and warehoused, at the customer's expense and risk, which act shall constitute shipment to Customer, in which event, CORECHEM Inc. may declare as immediately due all amounts due upon shipment, or, if any amounts are financed by CORECHEM Inc., may declare as immediately due all amounts due upon shipment, or, if, any amounts are financed by CORECHEM Inc., may declare the monthly installment payments to commence thirty (30) days from the date of such shipment to the warehouse, or (2) at CORECHEM Inc.'s option, defer shipment. (b) CORECHEM Inc. may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale; however, delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of remaining shipments. (c) CORECHEM Inc.'s shipping weights will govern for each shipment or partial shipment. Should Customer dispute the shipping weight of any shipment or partial shipment, Customer will promptly notify CORECHEM Inc. in writing of the reasons for such dispute and provide to CORECHEM Inc. all necessary documentation to substantiate the difference.

4. SHIPPING TOLERANCES. The goods sold are subject to CORECHEM Inc.'s published shipping tolerances in effect on the date of order or any then-applicable industry shipping tolerances for the goods if CORECHEM Inc. has no tolerances. (Current standard +/- 10%)

5. TITLE/RISK OF LOSS/INSURANCE. Title to and risk of loss of the goods shall pass from CORECHEM Inc. to the Customer when the goods or component parts whether manufactured by CORECHEM Inc. or other supplier are placed in the possession of the carrier for shipment to Customer. Customer shall provide insurance to be for no less than the total amount owing to CORECHEM Inc. with loss first payable to CORECHEM Inc.

6. ACCEPTANCE OF GOODS. Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the good within fifteen (15) days from the date of initial shipment, unless written notice is received by CORECHEM Inc. within such period. In any case, the goods will be deemed accepted on the date when used or otherwise placed in commercial operation.

7. WARRANTY. (a) CORECHEM Inc. warrants that title to the goods sold shall be free from any encumbrance, and will conform to the description contained on CORECHEM Inc. invoice. (b) CORECHEM Inc. DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS PROVIDED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CORECHEM Inc. (c) Customer is responsible for the designation and selection of product sold by CORECHEM Inc. Customer shall hold CORECHEM Inc. harmless and indemnify and defend CORECHEM Inc. (including its affiliates, assigns, directors, officers, employers, agents, and representatives) for any claims arising out of or relating to the design, specification, or use of product(s) sold by CORECHEM Inc. to Customer.

8. REMEDY. CORECHEM Inc. sole responsibility and liability and Customer's exclusive remedy under this agreement shall be limited to the repair or replacement of goods (f.o.b. CORECHEM Inc.'s shipping point) not conforming to the warranty, or, at CORECHEM Inc.'s option, to the return of the goods and refund of moneys paid thereon, without interest, provided Customer is not in default hereunder. IN NO EVENT SHALL CORECHEM Inc. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ATTORNEYS' FEES. CORECHEM Inc.'s obligation hereunder is subject to receipt of written notice of reject from Customer within thirty (30) days after such alleged defect shall be reasonably apparent to Customer.

9. RETURNS. Returned goods will be accepted only if CORECHEM Inc. has given prior written consent. Handling, inspection, restocking, and invoicing charge also may be assessed against Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Material cut to Customer's specifications is not returnable.

10. DELAY OR NONPERFORMANCE. CORECHEM Inc. shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government, whether legal or otherwise, acts of public enemies, forces majeure, or qualified labor, or any other causes beyond CORECHEM Inc.'s reasonable control; this specifically includes delays or inability to obtain product because of the actions of CORECHEM Inc.'s suppliers.

11. DEFAULT. In the event of Customer's refusal to accept shipment or other default, CORECHEM Inc., at its discretion and option, shall be entitled to retain all money paid by Customer on account as liquidated damages. If Customer fails to make any payments when due, or if there is a breach of any covenant or agreement by Customer, or if CORECHEM Inc. deems itself insecure, then Customer shall be deemed in default and CORECHEM Inc. shall have, at its option, the right to take immediate possession of the goods, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer. CORECHEM Inc. shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable to CORECHEM Inc. in connection with any unpaid moneys due to CORECHEM Inc. CORECHEM Inc. shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to all other rights as established herein, which rights and remedies shall be cumulative. Waiver by CORECHEM Inc. of any breach or default shall not constitute a waiver of any subsequent breach or default.

12. EQUIPMENT. (a) Any equipment including jigs, dies, and tools, (which CORECHEM Inc. acquires for use exclusively in the production of goods for Customer) will be and remain CORECHEM Inc.'s possession and control; and any changes by CORECHEM Inc. are permissible. (b) Any material or equipment owned or furnished by Customer to CORECHEM Inc. will be carefully handled and stored by CORECHEM Inc. while in CORECHEM Inc.'s possession. When for eighteen (18) consecutive months no orders acceptable to CORECHEM Inc. are received from Customer for goods to be made from any such equipment or materials, CORECHEM Inc. may, by written notice to Customer, request Customer to make disposition thereof at Customer's expense. If Customer fails to comply with such notice, CORECHEM Inc. may make such use or disposition of said material or equipment as it desires, without liability or obligation to Customer.

13. CANCELLATION. Upon receipt of written notice from Customer, CORECHEM Inc. shall cancel any orders as instructed, subject to CORECHEM Inc.'s (or its subcontractors) right to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to CORECHEM Inc.. Customer shall be responsible for all costs associated with the cancellation and completion of processing of material.

14. ACCEPTANCE. These Terms and Conditions shall be deemed binding on Customer by its purchase of products from CORECHEM Inc. These Terms and Conditions may only be modified if in writing and signed by an authorized office of CORECHEM Inc.; each of these terms and conditions shall remain in effect unless the provision(s) are explicitly contradicted by the aforesaid writing. If customer submits a form with contrary terms or conditions, such order shall be considered as confirmation only and in no way amend, prevail over, supplement, or supersede any provision herein. These TERMS AND CONDITIONS may be superseded or revised by CORECHEM Inc. ANNUAL TERMS AND CONDITIONS.

15. GENERAL. CORECHEM Inc. may assign its rights and obligations under these Terms and Conditions. If Customer changes its corporate status, both Customer and its successors continue to be bound by these Terms and Conditions of Sale, but CORECHEM Inc. reserves its rights under paragraph 11. No prior representation, affirmation, or agreement shall be enforceable unless set forth herein.

16. NUCLEAR USE. The products covered by these Terms and Conditions and sold by CORECHEM Inc. are not intended for application in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Customer shall not use these products for such purposes, or permit others to use these products for such purposes unless an authorized officer of CORECHEM Inc. agrees to such use in writing. If any such use occurs without CORECHEM Inc.'s written agreement, CORECHEM Inc. disclaims all liability for any nuclear or other damages, in jury or contamination, and Customer shall protect, defend, and indemnify CORECHEM Inc., CORECHEM Inc.'s affiliates and directors, officers, employees, agents, and representatives of CORECHEM Inc. and its affiliates from and against any and all claims, losses, damages, costs, actions, judgments, expenses and liability of every kind and nature whatsoever (including, without limitation, attorney's fees and costs and expenses of defense) which, either directly or indirectly, are in any way connected with, arise out of or result from such use.

17. DISPUTE RESOLUTION/GOVERNING LAW. Any and all disputes between CORECHEM Inc. and Customer shall be determined subject to Tennessee law and its state or federal courts shall have exclusive jurisdiction. The parties hereby agree to the personal jurisdiction of the Tennessee courts, and that attorney's fees and costs shall be awarded to the prevailing party in any litigation. Customer must institute any action against CORECHEM Inc. within one year after Customer's claim arises, or such claim shall be barred notwithstanding any statutory limitations to the contrary.

Guaranty Agreement

FOR GOOD CONSIDERATION, and as an inducement for CORECHEM Inc. (Creditor), from time to time extend credit to: _____ (Customer), it is hereby agreed that the undersigned does hereby personally guaranty to Creditor the prompt, punctual and full payment of all monies now or hereinafter due Creditor from Customer.

Until termination, this guaranty is unlimited as to amount or duration and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party, obligor or guarantor, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment thereto, and the undersigned waives all notices thereto.

The obligations of the undersigned shall at the election of Creditor be primary and not necessarily secondary and Creditor shall not be required to exhaust its remedies as against Customer prior to enforcing its rights under this guaranty against the undersigned.

The guaranty hereunder shall be unconditional and absolute and the undersigned waive all rights of subrogation and set-off until all sums due under this guaranty are fully paid. The undersigned further waives all suretyship defenses or defenses in the nature thereof, generally.

In the event payments due under this guaranty are not punctually paid upon demand, then the undersigned shall pay all reasonable costs and attorney's fees necessary for collection, and enforcement of this guaranty.

If there are two or more guarantors to this guaranty, the obligations shall be joint and several and binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

This guaranty may be terminated by any guarantor upon fifteen (15) days written notice of termination, mailed certified mail, return receipt requested to the Creditor. Such termination shall extend only to credit extended beyond said fifteen (15) day period and not to prior extended credit, or goods in transit received by Customer beyond said date, or for special orders placed prior to said date notwithstanding date of delivery.

Termination of this guaranty by any guarantor shall not impair the continuing guaranty of any remaining guarantors of said termination.

Each of the undersigned warrants and represents it has full authority to enter into this guaranty. This guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This guaranty shall be construed and enforced under the laws of the State of Tennessee.

Signed this ____ day of _____, 20____ (year).

Authorized Signature: _____

Printed Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

**TENNESSEE DEPARTMENT OF REVENUE
TENNESSEE SALES AND USE TAX
BLANKET CERTIFICATE OF RESALE**

TO: Vendor's Name: **CORECHEM Inc.**
Vendor's Address: **4320 Greenway Drive; Knoxville, TN 37918**

The undersigned hereby certifies that the merchandise purchased on each order placed is purchased for the reason indicated below. The purchaser must notify the seller in writing if the certificate is no longer valid. [See definition of "resale" in Tenn. Code Ann. Section 67-6-102.]

- Resale as tangible personal property or resale of a service subject to tax.
- A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
- Rental or leasing of tangible personal property.
- Use in accordance with the provisions of Rule 1320-5-1-.68(4). (A copy of the Direct Pay Permit must be given to the vendor.)
- Other (indicate reason): _____

Sales Tax Registration Number of Purchaser: _____

Effective Date of Registration: _____

Name of Business: _____

Address: _____

Name of Authorized Purchaser: _____

Signature of Authorized Purchaser: _____

NOTICE

This Certificate must be fully completed and signed before it is valid. Certificate remains in effect until revoked in writing by the purchaser. Once a valid certificate is on file, it is not necessary to obtain additional copies for subsequent purchases.

Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the purchaser in any manner and must be reported and the tax paid thereon directly to the Tennessee Department of Revenue.

TENN. CODE ANN. SECTION 67-6-607 MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES AND USE TAXES AND SUBJECTS THE CERTIFICATE TO REVOCATION.



CRT-61 Certificate of Resale

Step 1: Identify the seller

1 Name _____

2 Business address _____

City State Zip

Step 2: Identify the purchaser

3 Name _____

4 Business address _____

City State Zip

5 Complete the information below. Check only one box.

The purchaser is registered as a retailer with the Illinois Department of Revenue. _____
Account ID number

The purchaser is registered as a reseller with the Illinois Department of Revenue. _____
Resale number

The purchaser is authorized to do business out-of-state and will resell and deliver property only to purchasers located outside the state of Illinois. See Line 5 instructions.

Step 3: Describe the property

6 Describe the property that is being purchased for resale or list the invoice number and the date of purchase.

Step 4: Complete for blanket certificates

7 Complete the information below. Check only one box.

I am the identified purchaser, and I certify that all of the purchases that I make from this seller are for resale.

I am the identified purchaser, and I certify that the following percentage, _____ %, of all of the purchases that I make from this seller are for resale.

Step 5: Purchaser's signature

I certify that I am purchasing the property described in Step 3 from the stated seller for the purpose of resale.

Purchaser's signature Date

Note: It is the seller's responsibility to verify that the purchaser's Illinois account ID or Illinois resale number is valid and active. You can confirm this by visiting our web site at tax.illinois.gov and using the Verify a Registered Business tool.

General information

When is a Certificate of Resale required?

Generally, a Certificate of Resale is required for proof that no tax is due on any sale that is made tax-free as a sale for resale. The purchaser, at the seller's request, must provide the information that is needed to complete this certificate.

Who keeps the Certificate of Resale?

The seller must keep the certificate. We may request it as proof that no tax was due on the sale of the specified property.

Do not mail the certificate to us.

Can other forms be used?

Yes. You can use other forms or statements in place of this certificate but whatever you use as proof that a sale was made for resale must contain

- the seller's name and address;
- the purchaser's name and address;
- a description of the property being purchased;
- a statement that the property is being purchased for resale;
- the purchaser's signature and date of signing; and
- either an Illinois account ID number, an Illinois resale number, or a certification of resale to an out-of-state purchaser.

Note: A purchase order signed by the purchaser may be used as a Certificate of Resale if it contains all of the above required information.

When is a blanket certificate of resale used?

The purchaser may provide a blanket certificate of resale to any seller from whom all purchases made are sales for resale. A blanket certificate can also specify that a percentage of the purchases made from the identified seller will be for resale. In either instance, blanket certificates should be kept up-to-date. If a specified percentage changes, a new certificate should be provided. Otherwise, all certificates should be updated at least every three years.

Specific instructions

Step 1: Identify the seller

Lines 1 and 2 Write the seller's name and mailing address.

Step 2: Identify the purchaser

Lines 3 and 4 Write the purchaser's name and mailing address.

Line 5 Check the statement that applies to the purchaser's business, and provide any additional requested information.

Note: A statement by the purchaser that property will be sold for resale will not be accepted by the department without supporting evidence (e.g., proof of out-of-state registration).

Step 3: Describe the property

Line 6 On the lines provided, briefly describe the tangible personal property that was purchased for resale or list the invoice number and date of purchase.

Step 4: Complete for blanket certificates

Line 7 The purchaser must check the statement that applies, and provide any additional requested information.

Step 5: Purchaser's signature

The purchaser must sign and date the form.

Important—Certificate not valid unless completed.

RESALE CERTIFICATE

Check Applicable Block
Blanket
Single Purchase

I hereby certify that _____
Name of Business Address
holds a valid Sales and Use Tax Permit, Account No. _____, issued pursuant to the sales and use tax law and is engaged in the business of selling, leasing or renting, industrial processing or manufacturing the following:

I further certify that the tangible personal property or digital property described herein which I shall purchase from:

Name of Seller Address
will be resold in the regular course of business, or leased or rented, as provided by Regulation 103 KAR 28:051, or used, as provided in KRS 139.470(11), in the manufacture or industrial processing of tangible personal property or digital property which will be resold. In the event any property purchased under this certificate is used for any purpose other than retention, demonstration or display while holding it for sale, lease or rental in the regular course of business, it is understood that I am required by law to report and pay the tax measured by the purchase price of such property. Description of property to be purchased:

Under penalties of perjury, I swear or affirm that the information on this certificate is true and correct as to every material matter.

Authorized Signature (Owner, Partner or Corporate Officer) Title

Date

CAUTION TO SELLER: Contractors or other persons registered under a consumer number in the 900,000 series may not issue a resale certificate for any purchase. Sellers accepting certificates from such persons will be held liable for the sales or use tax.
NOTE: Any person who makes improper use of this certificate is subject to such penalties as provided by law including the criminal provisions of KRS 139.990(1).

51A105 (12-09)



DEPARTMENT OF REVENUE
Frankfort, Kentucky 40620