

Dear Customer.

We would like to take this opportunity to welcome you to Electro-Matic Products, Inc.

In order to set up an account with us, please provide the following information. For quicker processing of your order, we accept Visa, MasterCard and American Express. We require initial order to be prepay at the time of order. A 3% processing fee will be charged to credit card orders.

Billing and Shipping Addresses

Preferred method for receiving invoices (e-mail, fax or mail) and contact info

Shipping instructions including collect accounts

Completed/signed credit application

Signed Terms and Conditions

Sales & Use Tax Certificate of Exemption. Please note that taxes will be charged if we do not receive your Certificate.

Please return your completed information via fax to either Customer Service at 248-477-3659, Accounting at 248-426-8047 or E-mail: accounting@electro-matic.com

Remit To Address: ELECTRO-MATIC VENTURES, INC. PO BOX 7410635 Chicago, IL 60674-0635

Physical Address: Electro-Matic Products Inc. 1900 Thomas Road Memphis, TN 38134

We have also included some information that you may need in order to set us up in your system as a supplier: W9, ISO Registration, Duns #06-558-4195

Our website, www.electro-matic.com, has more information about our products and services. Please feel free to visit it anytime to get the latest industrial/training/product news.

Orders can be sent to us via the following methods:

Website: www.electro-matic.com Fax: 248-477-3659 248-426-8047

Phone: 248-478-1182 and follow the prompts for Customer Service

We are excited to announce that we will be launching a new B2B site that will allow customers to check stock, pricing and order status.

We value your business and look forward to providing you excellent service in the future.

Sincerely,

Electro- Matic Products, Inc.



## **Electro-Matic Products Siemens Technical Support Group**

Electro-Matic Normal Business Hours Automation Technical Support Procedure: M-F 8:00AM to 5:00PM

Please dial the Electro-Matic Main number: 248-478-1182

Press 2 to enter the technical support menu

Press 1 to speak with a support person for **SIEMENS** products

Press 2 to speak with a support person for **Cables and Connector** products

Press 3 to speak with a support person for LED Signs, LED Lighting, Factory Vision, & 4U2SEE

Press 4 to speak with a support person for all other products

### Electro-Matic Normal Business Hours Automation Technical Support Procedure: M-F 8:00AM to 5:00PM

Name	Location	Support Expertise	Direct Office Phone Number	Mobile Phone Number	Email Address
Dave Medonis	Farmington Hills, MI	Automation/Controls	248-957-4321	248-640-7496	djmedonis@electro-matic.com
Steve Rodway	Farmington Hills, MI	Automation/Controls	248-957-4327	248-635-9716	swrodway@electro-matic.com
Brad Nowak	Farmington Hills, MI	Motion/Drives	248-957-4325	248-755-1681	banowak@electro-matic.com
William Basile	Farmington Hills, MI	Motion/Drives	248-957-4324	248-722-4390	wabasile@electro-matic.com
Bob Pillen	Farmington Hills, MI / Solon, OH	Motion/Drives Specialist	248-640-7491	248-640-7491	rppillen@electro-matic.com
Corbin Miller	Grand Rapids, MI	Motion/Drives	248-957-4326	248-228-6704	cwmiller@electro-matic.com
Matt Klien	Grand Rapids, MI	Automation Specialist	616-856-6777	616-856-6777	mwklein@electro-matic.com
Andrew Jorgensen	Solon, OH	Automation/Controls	216-350-4379	330-801-7331	aejorgensen@electro-matic.com
Nathan Kaszei	Solon, OH	Automation/Controls	216-350-4380	216-316-2355	nckaszei@electro-matic.com
George Levanoff	Solon, OH	Automation Specialist	330-741-0053	330-741-0053	gclevanoff@electro-matic.com
John Skope	Farmington Hills, MI	Controls Specialist	248-755-1520	248-755-1520	jdskope@electro-matic.com

## **Electro-Matic Weekend / After Hours Support Contact Procedure**

Please dial the Electro-Matic Main number: 248-478-1182

A greeting will immediately indicate how to get support as described below.

Press 1 for **SIEMENS PRODUCTS** and leave a voice message with:

- · Name
- · Company Name
- · Phone Number

and **request a page** will be sent to the support personnel who will return your call.



For customers to remit payment via the MAIL please send to:

ELECTRO-MATIC VENTURES, INC. PO BOX 7410635 CHICAGO, IL 60674-0635

Or an ACH /WIRE TRANSFER can be sent to:

BANK OF AMERICA 540 W MADISON ST. CHICAGO, IL 60661

ACH/EFT ROUTING#: **071000039** DOM. WIRE ROUTING#: **026009593** 

ACCOUNT#: **8670813642** SWIFT: **BOFAUS3N** 

If sending an ACH or Wire Transfer please send the remittance advice to:

Fax #: 248-426-8047

OR

Email: <u>accounting@electro-matic.com</u>



### **Request for Taxpayer Identification Number and Certification**

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

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
	Electro-Matic Ventures, Inc.									
	2 Business name/disregarded entity name, if different from above									
	Electro-Matic Products, Inc.									
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.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
). 1 <b>s</b> on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC					Exempt payee code (if any)				
tion P	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	ship) ▶								
Solice 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.  Individual/sole proprietor or single-member LLC  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 tax classification of its owner.  Other (see instructions)  5 Address (number, street, and apt. or suite no.) See instructions.  Requester's name					Exemption from FATCA reporting code (if any)					
eci	☐ Other (see instructions) ►		(A	pplies	to account	s maintai	ned outs	de the U	l.S.)	
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's na	ame and	ado	lress (op	tional)				
See	1900 Thomas Road									
0)	6 City, state, and ZIP code									
	Memphis, TN 38134									
	7 List account number(s) here (optional)									
Pa	rt I Taxpayer Identification Number (TIN)									
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid <b>Socia</b>	al secur	ity n	umber					
	up withholding. For individuals, this is generally your social security number (SSN). However, for	or a								
	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>			-		-				
TIN, I		or		L		J L				
Note	: If the account is in more than one name, see the instructions for line 1. Also see What Name a	and Empl	loyer ide	identification number						
Number To Give the Requester for guidelines on whose number to enter.					П	$\equiv$		ĺ		
		4   7	7   -	1	7   4	8	6 2	4		
Par	rt II Certification									
Unde	er penalties of perjury, I certify that:									
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a	a number to b	e issue	ed to	me); a	nd				
2. I aı Se	m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) rivice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or longer subject to backup withholding; and	I have not be	en noti	fied	by the	Interr				

- 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 ▶



01/29/2024 Date ▶

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

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 taxpaver 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,

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual     Sole proprietorship, or     Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I-A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

	<u>'</u>
For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account 1
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### **Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Page 6



Since 1969, Electro-Matic has helped transform American industry by supplying automation components and solutions to leading U. S.manufacturers. Today, Electro-Matic continues to leverage the value of emerging technologies by developing practical applications for industrial, commercial, and retail markets. As a technology company, we help our customers enjoy the benefit of a supplier partner intently focused on delivering strong value-for-value relationships while turning innovation into value.

## Memphis

901-545-3780 1900 Thomas Rd., Memphis, TN 38134

### electro-matic.com

### Tampa

813-774-5935

5022 Joanne Kearney Blvd Tampa, Florida 33619

## Orlando

813-774-5935

7001 McCoy Rd Suite 100 Orlando, Florida 32822

### lacksonville 813-774-5935

5636 West 5th Street

Jacksonville, Florida 32254

### Miami 813-774-5935

11210 NW 91st Street Suite 10 Miami, Florida 33178

## Detroit

248-478-1182

23409 Industrial Park Court Farmington Hills, Michigan 48335

### **Grand Rapids** 248-478-1182

3353 Lousma Dr SE, Grand Rapids, MI 49548

## Cleveland

248-478-1182

6750 Arnold Miller Pkwy Solon, Ohio 44139





# Products

Electro-Matic Products provides everything you need from one source: technology and motion control solutions, a full range of drive and automation technology as well as pre- and after-sales service.

### Core Products

- Factory Automation Components and Software
- Industrial Control Products
- Ethernet: Switches, Wireless AP/Clients. Cable / Connectors
- Human Machine Interfaces
- Safety Integrated Components
- Programmable Logic Controllers
- Industrial Computers
- General Purpose Motion Control

- Enclosures
- Motors and Geared Motors
- Safety Interlocking Systems
- Climate Control for Enclosures
- REID
- Servo and Variable Frequency Drives
- Power Distribution Equipment
- Industrial Network Proxies





# Integrated

**Electro-Matic Integrated** provides global cable-based industrial solutions and custom value-added products, services and solutions for automation control applications. Our Total Solutions start by providing start-up technical assistance, design, assembly and operator training.

### **Core Products**

- Industrial Automation Connectors
- Servo Motor Power and Feedback Cable
- Multi-Conductor Tray Cable
- VFD Cable
- Integrated Safety Systems
- Cable and Hose Carrier Assemblies

- Climate Control
- Encoders and Sensors
- Modified Enclosures
- Remote Programming Ports
- Disconnect Assemblies
- Servo Motor Power and Feedback
- Cable Assemblies



## Visual

Electro-Matic Visual is a provider of innovative and energy-efficient LED display and LED lighting to the commercial and industrial markets. Electro-Matic's turnkey approach to LED Lighting and energy solutions can help show you LED technology can improve your profits by improving production efficiencies, increasing top line sales, improving your profit margin mix, and reducing your energy costs with a new installation or retrofit.

### Core Products

- Indoor and Outdoor LED Displays
- Window and Scrolling LED Displays
- Digital Billboards
- Industrial LED displays
- Indoor HD LED Wall Displays
- Audio/Visual

### Turnkey/Energy

### Outdoor LED Lighting

- Parking lots
- Street and Roadway
- Canopy
- Wall Pack

### **Indoor Lighting**

- General Interior
- High and Low Bay
- Troffer Panels







































#### Siemens

- Factory Automation Components and Software
- Industrial Control Products
- Ethernet: Switches, Wireless AP/Clients,
- Cable / Connectors
- Human Machine Interfaces
- Safety Integrated Components
- Programmable Logic Controllers and I/O
- Industrial Computers
- General Purpose Motion Control
- Motors and Geared Motors
- R FID
- Servo and Variable Frequency Drives
- Power Distribution and Monitoring Equipment
- Profinet and Ethernet IP Products
- Technical Service Agreements and Repairs

### Datalogic

- Safety Light Curtains
- Bar Code Readers
- Laser Marking
- Photoelectric Sensors
- Vision Sensors

#### Rittal

- Junction Boxes
- Wall-mount Enclosures
- Freestanding Enclosures
- Consoles
- Operator Housings
- Support Arm Systems
- Assembly Automation Systems
- Enclosure Accessories
- Air/Air Heat Exchangers
- Rack-mounted, Roof-mounted, and Filter Fans
- Air Conditioners, Chillers, Air/Water Heat Exchangers
- Freestanding Network & Server Enclosures
- Wall-mount Network & Server Enclosures

#### **Ewellix**

- Linear Actuators
- High Performance Actuators

### Fortress Interlocks

- Safety Interlocking Systems
- Trap Key Systems

#### Helukabel

Robot Cable Dress Systems

#### **Hammond Power Solutions**

- Control and Power Transformers
- Low Voltage Distribution
- Medium Voltage Distribution

#### Helukabel

Robot Cable Dress Systems

#### Hilscher

- Industrial Network Proxies
- Ethernet Interface Products
- Universal Network Gateways

#### **Kvntronics**

■ SMART Hydraulic Actuators (SHA)

### Leuze electronic

- Switching Sensors
- Measuring Sensors
- Products for Safety at Work
- Identification
- Data Transmission/Control Components
- Industrial Image Processing
- Accessories

Servo Motor Power & Feedback Cables

- Fieldbus Cables
- Energy Chain Cables

- Worm Screw Jacks
- Modular Linear Actuators
- Ball Screws
- CC Cylinders
- Servo Gearhead Products

### Satie System

Servo Gearhead Products

#### Stober

• Electrical Panel Frames

### **TE Connectivity**

- Intercontec Connectors
- Identification Solutions
- Labeling Solutions

#### Wirecrafters

• Machine Guarding





### Shop Online

shop.electro-matic.com

### Detroit

248-478-1182

23409 Industrial Park Court Farmington Hills, MI 48335

### Tampa

813-774-5935

5022 Joanne Kearney Blvd Tampa, Florida 33619

### **Grand Rapids**

248-478-1182

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813-774-5935

5636 West 5th Street Jacksonville, Florida 32254

### Memphis

901-545-3780

1900 Thomas Rd., Memphis, TN 38134

### Miami

813-774-5935

11210 NW 91st Street Suite 10 Miami, Florida 33178



# Connect, Sense, Configure and Modify Automation Technologies



- Tray-Rated Cable Assemblies
- Remote Programming Ports

HMI Assemblies

**Motor Power and** Feedback Cables

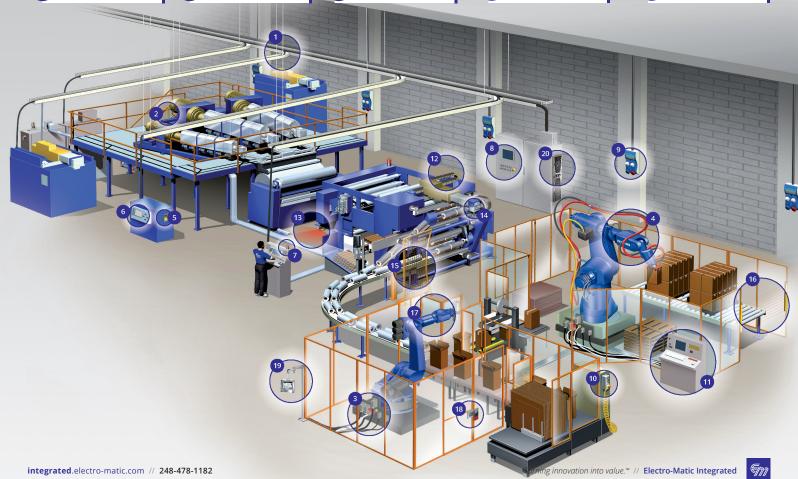
Industrial Connectors

- LED Signal Columns
- High Flex Cables and Assemblies

Power Distribution Panels

- Pushbutton
- Assemblies Operator Work Station Assemblies
- Cat-Track Assemblies
- Safety Scanners
- Bar Code
- Safety Fencing
- Safety Light Curtains

- Industrial and Collaborative Robots
- Fortress Interlocking
- HMI Swingarm
- Climate Control













































### **Assembled Items/ Solutions**

### Servo Motor Power and Feedback Cables

- Siemens
- Bosch
- SEW
- Fanuc
- Wittenstein
- Rockwell

#### Harting Rectangular Cable Assemblies

### **Ethernet and Fieldbus Cable Assemblies**

#### Cat-Track Assemblies

#### Power Distribution Panels (PDP)

**HMI Assemblies** 

Drives in A Box

#### **Modified Enclosures**

### **Robotic Solutions**

- Safe Guarding Systems
- Robot Weld Carts
- End Effector Accessories

#### **Alphawire**

- Wire
- Industrial Cable
- Shrink Tubing and Accessories

### Datalogic

- Industrial Bar Code Scanners
- Image Based Readers and Images
- Connectivity Devices
- · Photoelectric Sensors
- Proximity Switches
- Measurement Devices
- Vision Sensors
- Smart Cameras
- Embedded Vision Systems

#### Harting

- Rectangular Connectors
- Power Distribution Connectors
- Thermocouple Connectors

#### Helukabel

- Flexible Tray Cable
- High-flex Robotic Cable
- VFD/Servo cable
- Network Bus Cable
- Robot Cable Dress Systems

### Intercontec

- Signal Connectors
- Power Connectors
- Hybrid Connectors

#### Lapp

- Industrial Cable
- Industrial Cable Accessories
- Continuous Flex-Rated Cable

### Leuze electronic

- Switching Sensors
- Measuring Sensors
- Products for Safety at Work
- Identification
- · Data Transmission/Control Components
- Industrial Image Processing
- Accessories

• Aluminum profiles @ access sories for machine guarding  $\ensuremath{\mathbb{Q}}$  custom designed structures

- Benchtop Injection Molding Machines
- Low Volume Injection Molding Machines
- Cable Overmolding Machines

#### Nexans

- Multi-Conductor Robotic Cable
- Servo Motor Cable
- Fieldbus Cable

### On Robot

• Two Finger Collaborative Grippers

#### Rittal

- Junction Boxes
- Wall-mount Enclosures
- Freestanding Enclosures
- Consoles
- Operator Housings
- Support Arm Systems
- Assembly Automation Systems
- Enclosure Accessories
- · Air/Air Heat Exchangers
- Rack-mounted, Roof-mounted, and Filter
- Air Conditioners, Chillers, Air/Water Heat Exchangers
- Freestanding Network & Server Enclosures
- Wall-mount Network @ Server Enclosures

### Satie Systems

• Electrical Panel Frames

#### Te Co

- Cables for fixed @ mobile installation
- Cables for supplying engines @ servomotors
- $\bullet$  Cables for transmitting signals  $\ensuremath{\mathbb{Q}}$  data

#### **TE Connectivity**

- Entrelec Terminal Blocks
- Identification Labeling Systems
- Intercontec Servo Motor Connectors Heavy Duty Connectors
- Corcom EMI Filters

### Telegartner

- Industrial RJ45 Connectors
- M12 Ethernet Connectors

- Industrial Connectors
- Cables and Cordsets
- Network Media
- I/O and RFID
- Linear and Rotary Position
- Inductive Sensors
- Process Automation

### Wirecrafters

Machine Guarding

### Yaskawa

- Collaborative Robots
- Smart Series Robots
- Industrial Robots

### Yamaichi Electronics

- Industrial RJ45 Connectors
- IP69K RJ45 Connectors





## CERTIFICATE OF REGISTRATION



## **ELECTRO-MATIC VENTURES, INC**

and subsidiaries:

**Electro-Matic Integrated, Inc.,** 

Electro-Matic Products, Inc., Electro-Matic Visual, Inc. 23409 Industrial Park Court, Farmington Hills, MI 48335 USA Electro-Matic Products, 6750 Arnold Miller Pkwy, Solon OH 44139

Global Management System Registration, LLC issues this certificate to the firm named above, having assessed and approved the firm's quality management system and finding the system conforms to the standards of:

# ISO 9001-2015 ANSI / ISO / ASQ Q9001-2015

The Quality Management System is applicable to the following:

Supply of complementary group of high technology automation components, including selection of application engineering, assembly, packaging design, manufacture of cable connector assemblies, and training at locations in Farmington Hills, MI 48335 USA and Solon OH, 44139 USA

This approval is subject to the firm maintaining its system to the required standards which will be monitored by GMSR.

Certificate Number: GMSR C1007-1031

Date of Issue: April 18, 2023 Date of Expiration: April 18, 2026

Russell D. Cromer Managing Member of GMSR LLC

Global Management System Registration, LLC

612 West Columbia Road, Mason, MI 48854



Please complete the following application in its entirety.

COMPANY INFORMATION			
Company Name:			
Address:			
City:			
Phone: ()	Fax: ()		
Company Email Address:			
Company Affiliates (if any):			
Invoice Via: Mail Fax	] E-Mail		
BUISNESS INFORMATION			
Please Indicate Legal Status:			
Sole Proprietor Corpora	tion Partnership O	other:	
Tax Id Number:(or Social Security or Indi	vidual Owner(s) SIC Code: _	(Type of Business)	
Tax Exempt #: (Must Include Copy of Exempt	Duns #:		
Number of Employees:	Length of T	Γime in Business:	
Own or Rent Business Building:	Length of T	Time at Location:	
Estimated Annual Sales:			
Has your company ever gone through B	ankruptcy? Yes N	No	
If Yes, When and Where?			
REFERENCES			
Applicant authorizes seller to contact th revivify credit information.	e financial and trade references lis	sted and any credit reporting	ng agencies to obtain, verify and
	Г	Date:	
Signature of Authorized Officer or Own	er of the Company		

(Authorized Signature)

Please provide 4 Industry Rela Name	ated Trade References. Address	Phone #	Fax#	
				-
				-
BANK INFORMATION				
Bank Name:				
Address:				
City:	State	: Zip	:	_
Phone: ()	F	Fax: ()		
Years Account Open:	T	ype of Account: Che	ecking Savings	
Arbitration Agreement: The paragreements and transactions, in Procedure of Equilaw's National Filed with Equilaw, whose United 55405, (612) 871-9205. The paragreement of the Initial Claim Distribution.  Applicant(s) signature attests of the Initial Claim Distribution.	ncluding the validity of this nal Forum (NAF). The appliated States administrative of parties agree to accept service ocuments which begin an arms.	arbitration clause. The arbitration clause. The arbitrable Code shall be the Coffice is located at 2124 Dupo the by certified mail, return rebitration. Judgement upon	tration shall be govern de of Procedure in effo ont Avenue South, Min receipt requested, throu Award may be entered	ned by the Code of ect at the time the claim is nneapolis, Minnesota ligh the United States Postal in any court having
Products, Inc., standard terms				
The above information is for the Matic Products, Inc., to invest Applicant understands that in outstanding liability, all fees, of the seller upon the applicant.	igate the references listed pe the event the credit account court costs, legal fees require	ertaining to the company's a becomes seriously delinque ed to obtain payment and, a	and/or owner's credit a ent requiring the use of	nd financial responsibility. f other means to collect the
Company Name:		D	Oate:	-
Signature:(Person signing must be able to be	ind the company) (Both Owner	Title: rs must sign in the event of a p	partnership)	-
RIGHT TO OFFSET				
At either Party's sole discretion contrary in any other agreemed Party (or it's Affiliate) may own any amounts due either Party to	nt between either Party (or it we the other Party (or it's Aff	t's Affiliate), either Party m	ay deduct or off-set fr	om any amounts that either
		Date:		

### Terms and Conditions of Sale

- 1. **DEFINITIONS:** "Goods" means both Manufactured Goods and Seller Goods. "Manufactured Goods" means goods sold by Seller as a distributor or reseller which have been manufactured or fabricated by a third party. "Seller Goods" means all goods manufactured or fabricated by Seller. "Purchaser" means the Purchaser of Goods as identified in Seller's documents of sale. "Seller" means a wholly-owned subsidiary of Electro-Matic Ventures, Inc. "End User" means Purchaser's customer (if any) or the party which ultimately makes use of the Goods.
- 2. ACCEPTANCE: This document constitutes an offer by Seller to sell the Goods and/or provide related Services described in Seller's documents of sale to Purchaser on the terms and conditions set forth in this document and Seller's other applicable documents of sale (collectively, this "Agreement"). Purchaser may accept Seller's offer only on the terms and conditions stated in this Any different or additional terms or conditions contained in, or any other attempt to vary the terms of this Agreement through, any documents or other communications provided by Purchaser, whether prior or subsequent, are deemed to be proposals for additional or different terms and are hereby objected to and rejected, and as such are of no force and effect. If this Agreement is, however, determined to be a counteroffer to or potential acceptance of an offer or counteroffer by Purchaser, such counteroffer or acceptance is conditioned on the Purchaser's acceptance of any terms in this Agreement that are additional to or different from Purchaser's offer or counteroffer.
- 3. **PRICES:** Prices for the Goods and any Services shall be those set forth in Seller's price lists or in written quotations in effect at the time of shipment or the Services' performance. Prices are subject to change without notice. Written quotations shall expire as defined therein, if no expiration date is provided on a written quotation, the quotation shall expire within thirty (30) days from the date of their issuance unless terminated earlier by Seller upon notice to Purchaser. Prices do not include any taxes imposed by any governmental authority whatsoever, which taxes shall be paid by Purchaser in accordance with Section 4.
- 4. **TAXES:** The amount of all present and future sales, revenue, excise, or other taxes applicable to the Goods and Services shall be added to the purchase price and shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Notwithstanding the above, if Seller is required to pay such taxes, Purchaser shall reimburse Seller for such amounts.
- 5. **ADDITIONAL COSTS/EXPENSES:** Purchaser shall pay all added costs and expenses incurred by Seller as a result of delays in receiving receipt of details, specifications, and other pertinent information from Purchaser or because of changes requested by Purchaser.
- 6. **PAYMENT:** Purchaser shall pay to Seller the full purchase price of the Goods and Services, less any deposit or other payments previously made as required by Seller, within thirty (30) days after the shipment or the Services' performance, as evidenced by Seller's invoice to Purchaser. All invoices paid after the due date will be assessed a late payment fee equal to the lesser of one and one-half (1 ½ %) percent per month and the maximum rate permitted by applicable law. Notwithstanding the thirty (30)-day due date above,

Seller reserves the right to require Purchaser, prior to shipment or the Services' performance, to pay the purchase price in full or make other adequate assurances of payment satisfactory to Seller when, in Seller's sole opinion, Purchaser's financial condition or other grounds warrant such action. Purchaser hereby agrees to pay all of Seller's costs of collecting any amounts not paid when due, including without limitation reasonable attorney fees.

- 7. **SHIPMENT/DELIVERY:** All deliveries shall be FOB Seller's facility, Farmington Hills, Michigan. Methods and routes of shipment, unless Seller specifies in writing otherwise, shall be accepted as chosen by Seller in Seller's sole discretion. Purchaser shall pay all costs of shipment. Delivery to the carrier shall constitute delivery and passage of title to Purchaser, and risk of loss shall pass to Purchaser concurrently with passage of title. Seller will use reasonable diligence to meet scheduled shipment dates and times. Such dates and times are the best possible estimates, and not guarantees, of when the Goods will actually be shipped. In no event shall Seller be liable for any losses or damages of any kind due to delays in shipment, nor may Purchaser cancel its contract because of any such delay.
- 8. **CANCELLATION:** Subject to Section 11, cancellations of orders, once placed, are not permitted.
- 9. **RETURN OF GOODS:** The Goods are not returnable or exchangeable.

#### 10. VISUAL DISPLAY MATERIALS/DEPOSIT

FORFEITURE: With regard to any Good comprising visual displays or containing visual display materials ("VDM"), Purchaser hereby agrees that if Purchaser does not pay for VDM in full and accept delivery within 30 days of the date Purchaser is notified that VDM is complete and ready for shipment, without further notice Purchaser will be charged and be liable to pay Seller a storage and handling fee of 20% of the VDM invoice price for each month full payment is not received and delivery accepted. Purchaser authorizes Seller to collect this fee from Purchaser's deposit, if any. When all Purchaser VDM deposits and other payments have been fully applied against applicable storage/handling fees, Purchaser will be deemed to have abandoned the VDM, the order will be deemed cancelled, and the VDM will be disassembled and returned to inventory or otherwise disposed of by Seller, without any obligation to Purchaser and Purchaser will be deemed to have waived any claim or right to the VDM and any proceeds from its disposition by Seller. Any payment by Purchaser prior to abandonment to obtain delivery of VDM will include full payment of all accumulated storage/handling fees.

11. FORCE MAJEURE: Seller shall not be liable for any delay in shipment, failure to deliver, or any other non-performance of the Agreement directly or indirectly resulting from or contributed to by any cause or circumstance beyond Seller's control, including, without limitation, force majeure, accident to Seller's plant or equipment, terrorism, cyber insecurity, riots, wars or national emergencies, labor disputes of every kind however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, governmental restrictions, prohibitions, or diversions. In such event, Seller's time for performance under this Agreement shall be extended for a period of time not less than the period of

### **Terms and Conditions of Sale**

such delay, or at Seller's option, Seller may rescind this Agreement upon ten (10) days' written notice to Purchaser. Furthermore, Seller may allocate its production and deliveries among its customers.

- 12. UNAVAILABILITY OF PARTS/MATERIALS: Seller shall not be liable for any loss or damage caused by the unavailability of parts or materials. Seller may allocate scarce parts and materials among its customers in any manner which Seller determines, in its sole discretion, to be fair and reasonable.
- 13. WARRANTY AND WARRANTY LIMITATIONS: Except as otherwise provided herein, Seller warrants that the Seller Goods are free from defects in material and workmanship under normal use for ninety (90) days after the date of shipment. If Purchaser notifies Seller within such ninety (90)-day period of any claimed defect in the Seller Goods, and after appropriate tests and inspection by Seller, such Seller Goods are found not to be in conformity with this warranty, Seller shall at its sole option and expense, and as Purchaser's sole remedy, either repair or replace the defective Seller Goods. Purchaser shall not return the Seller Goods to Seller, however, without Seller's prior written authorization. Any repairs made by Purchaser or any other person or entity without Seller's prior written authorization will render this warranty void. Seller makes no warranty:
- (1) concerning the compliance of the Seller Goods with any local, state, or federal laws or regulations, including without limitation electrical, building, or other codes or requirements. Purchaser agrees to accept full responsibility for complying with such laws, regulations, codes, and requirements.
  - (2) against any defect or damage incurred in transit.
- (3) concerning (and does not assume in this or any other document) any obligation or liability in connection with patent or copyright infringement suits brought against Purchaser with respect to the Seller Goods, which were designed by Purchaser.
- (4) as to the durability and quality of, or other matter relating to, any materials used in the Seller Goods.

Other than as set forth in this Section, Seller makes no warranty, express or implied, with regard to the Seller Goods.

SELLER'S WARRANTY HEREUNDER IS LIMITED TO REPAIRING OR REPLACING (AT SELLER'S SOLE OPTION) ANY SELLER GOODS THAT ARE PROVED TO BE DEFECTIVE. SELLER SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PAYING PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY FOR THE SELLER GOODS IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE MANUFACTURED GOODS. Seller does, however, assign and transfer to Purchaser any and all warranties of the manufacturer with regard to the Manufactured Goods.

PURCHASER ACCEPTS THE MANUFACTURED GOODS FROM SELLER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE MANUFACTURED GOODS (OR ANY PORTION THEREOF), ITS PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR OTHERS FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE MANUFACTURED GOODS.

Seller has no liability to End User or any other person other than Purchaser with respect to this Agreement.

14. **SOFTWARE:** Seller makes no warranty, express or implied, with regard to software required for Manufacturer Goods. If software is a component of the Manufacturer Goods Purchaser is buying under this Agreement, Seller does, however, assign and transfer to Purchaser any and all warranties and licenses of the manufacturer with regard to the software required for such Manufacturer Goods. Seller acknowledges that the manufacturer may require Purchaser to sign a separate license agreement with regard to the software associated with the Manufacturer Goods.

With regard to any Seller Goods requiring or containing software Seller grants to Purchaser a non-transferable, non-exclusive license to use the software for the life of the Seller Goods, subject to the terms and conditions of this Agreement. All such software shall be used by Purchaser at Purchaser's place of business to which the Seller Goods are delivered and only on the applicable Seller Goods. Only Purchaser and its authorized agents may use by any other entity or persons. Purchaser shall not modify, enhance, or otherwise change or supplement the software.

PURCHASER ACCEPTS THE SOFTWARE FROM SELLER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE (OR ANY PORTION THEREOF), ITS PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR OTHERS FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE SOFTWARE.

Purchaser shall not alter or remove any copyright, trade secret, trademark, service mark, patent, proprietary and/or other legal notices contained on or in the software.

15. **GENERAL PROVISIONS:** Any cause of action concerning the transaction reflected by this Agreement (except actions by Seller for nonpayment of amounts due under this Agreement) must be commenced within ninety (90) days after such causes of action accrue. Seller has the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Goods and any Services hereunder, and there are no other promises, conditions, understandings, representations, or warranties of any kind. This Agreement may be modified only by a writing signed by both Seller

### **Terms and Conditions of Sale**

and Purchaser. Seller's failure to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Purchaser shall not assign its obligations hereunder without Seller's prior written consent.

- 16. GOVERNING LAW: The rights and obligations of the parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Michigan (without reference to the conflicts of laws principles thereof), including the Michigan Uniform Commercial Code, and the parties consent to the jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.
- 17. EXPORT CONTROL: Seller is committed to compliance with all U.S. Export Administration Regulations, International Traffic in Arms Regulations (ITA) and other laws. Seller will not sell or ship to countries embargoed by the U.S. Treasury Office of Foreign Asset Control (OFAC). Seller will not sell or ship to individuals or organizations, including those identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons. Seller will not sell or ship products prohibited under Export Administration Regulations or ITA to prohibited individuals or organizations, including those identified by the U.S. Department of Commerce, Bureau of Industry and Security (BIS), such as Cuba, Iran, North Korea, Sudan or Syria. Furthermore, Seller prohibits the re-export, brokering or transshipment of Goods to any individual, organization or country prohibited by the OFAC, BIS or others. The sale, resale or other disposition of Goods, and any related technology or documentation, are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Diversion contrary to U.S. law is prohibited. In addition, commodities may not be exported or re-exported to entities and persons that are ineligible under U.S. law to receive U.S. product, technology or software.

Purchaser agrees to comply with all such laws, regulations and orders. Purchaser shall be responsible, at its own risk and expense, for obtaining any required authorization, such as an import license, foreign exchange permit or any other official governmental authorization, even though any such authorization may, at Purchaser's request, be applied for by Seller. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Purchaser shall not be relieved of its obligations to pay Seller for orders accepted. Purchaser further acknowledges that it shall not directly or indirectly export any Goods to any country to which such export or transmission is restricted or prohibited. Purchaser acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

18. PURCHASE MONEY SECURITY INTEREST: Until the full purchase price and other charges have been paid, Seller reserves a Purchase Money Security Interest under the Uniform Commercial Code (the "UCC") in the Goods and in all products and proceeds thereof. Purchaser shall execute such documents as Seller may require, including, but not limited to, one or more Financing Statements. Purchaser agrees and hereby appoints Seller as its attorney-in-fact to do, at Seller's option, all acts and things Seller

may deem desirable to perfect and continue to perfect the Purchase Money Security Interest granted hereby, including Seller's authority to file Financing Statements naming Purchaser as debtor and Seller as secured party without Purchaser's signature in those states where such filing are permitted, and to sign Purchaser's name thereto where required. At Seller's option, there shall be no delivery of any of the Goods ordered hereunder until all documents necessary to perfect the Purchase Money Security Interest have been executed to Seller's satisfaction. All costs and expenses of Seller, including attorneys' fees for the preparation and recordation of documents deemed necessary and appropriate to establish and perfect the Purchase Money Security Interest, shall be Purchaser's responsibility and shall be immediately payable by Purchaser upon receipt of Seller's invoice for same. This Purchase Money Security Interest is in addition to and not in lieu of any security interest of Seller under Article 2 of the UCC.

- 19. **INDEMNIFICATION:** Purchaser hereby agrees to hold harmless and indemnify Seller and its agents, employees, directors, and officers from any and all expenses, losses, and damages, including legal fees, incurred as a result of claims by third parties against Seller: (a) due to Purchaser's breach of these Standard Terms and Conditions, (b) due to any act or omission of Purchaser or its agents, whether with respect to Goods or otherwise, or (c) resulting from Seller's use of any information (such as drawings, descriptions, models, or pictures) related to the design, manufacture, or distribution of the Goods furnished by Purchaser to Seller (e.g., claims of patent infringement unfair trade practices or competition, or appropriation of proprietary information).
- 20. **INSTALLATION:** Except as otherwise agreed, the Goods shall be installed and serviced by and at the expense of Purchaser. Purchaser may request that Seller install or service Goods or oversee their installation or servicing (the "Services"). Seller retains discretion whether to provide Services, and may refuse to do so, in its sole discretion. To the extent that Seller provides Services, and the parties do not enter into a separate agreement with respect to the Services, the terms and conditions of this paragraph 20 will apply and control with respect to such Services, and the terms and conditions of this Agreement that apply to Goods will also apply to such Services to the extent not inconsistent with this paragraph 20.

Purchaser is responsible for ensuring that the site at which Services are performed is safe and in good and orderly condition, and complies with all applicable legal requirements and other standards for the lawful and safe performance of the Services. Purchaser assumes all responsibility for, and Seller has no responsibility with respect to, the site and the safety of those at the site, whether representatives of Seller, Purchaser or third parties.

Purchaser is responsible for the acts and omissions of all individuals involved with any installation or servicing of Goods who are not Seller's employees. Purchaser assumes all responsibility for, and Seller has no responsibility with respect to, the acts and omissions of individuals other than Seller's employees. Seller is responsible only for the acts and omissions of its employees, and is not liable to Purchaser or any other party with respect to the acts and omissions of others, including any contractors involved in providing any Services. Without limiting the generality of the foregoing, Seller is not liable for the consequences of the instructions or other directions, whether to Seller's employees or otherwise, of

### **Terms and Conditions of Sale**

individuals other than Seller's employees who are supervising or otherwise involved in the installation or servicing of Goods, including representatives of Purchaser, contractors and union representatives. Seller may without liability rely on the instructions and other directions of others involved in the installation or servicing of Goods.

Purchaser agrees to hold harmless and indemnify Seller and its agents, employees, directors and officers from any and all expenses, losses, and damages, including legal fees, incurred as a result of: (a) the site at which Services are performed failing to comply with the requirements above; or (b) the acts and omissions of any person other than Seller's employees, including representatives of Purchaser, contractors and union representatives involved in the installation or servicing of Goods and their instructions and directions to Seller.

With respect to its Services, Seller warrants only that it will perform the Services that Seller provides under the Agreement professionally and in a workmanlike manner, subject to the instructions and other direction of Purchaser and others involved in the installation or servicing of Goods. Such warranty expires ninety (90) days after the date of Service. If Purchaser notifies Seller within such ninety (90)-day period of any claimed defect in the Services, and after appropriate tests and inspection by Seller, such Services are found not to have been in conformity with this warranty, Seller shall at its sole option and expense, and as Purchaser's sole remedy, arrange for the performance of the Services in a manner conforming to this warranty. Other than as set forth in this paragraph, Seller makes no warranty, express or implied, with regard to its Services.

SELLER'S WARRANTY HEREUNDER IS LIMITED TO PERFORMING THE SERVICES IN CONFORMANCE WITH THIS WARRANTY. SELLER SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PAYING PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY FOR THE SERVICES IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER WILL NOT BE LIABLE FOR ANY LOST PROFITS, LINE-STOPPAGE CHARGES, OR DAMAGES FOR LOSS OF USE, BUSINESS OR GOODWILL, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THEIR POSSIBILITY.

- 21. **CONFIDENTIAL INFORMATION:** Purchaser shall not disclose any confidential information of Seller, directly or indirectly, nor use such information in any way, without Seller's prior written consent. All files, records, documents, drawings, specifications, and similar items, whether prepared by Seller or otherwise coming into Seller's possession (other than from Purchaser), shall remain Seller's exclusive property, unless otherwise agreed to in writing by Seller.
- 22. SELLER'S RIGHT TO IDENTIFY PURCHASER AND END USER IN MARKETING MATERIALS: By purchasing, paying for and accepting delivery of the Goods or Services, Purchaser hereby authorizes and grants Seller a prepaid, royalty

free, perpetual license to use and display Purchaser's name and logo for the purpose of identifying Purchaser as a customer of Seller and purchaser and user of the Goods and to display images of the Goods purchased as they are installed and used by Purchaser and/or End User in Seller's marketing materials; **provided, however,** that Seller shall remove or otherwise mask or shield from view any Purchaser or End User created content in any displayed image of the Goods in use.

The signature below represents acceptance sales of product from this date forward.	of these	terms	for	all
Company Name	-			
Authorized Company Representative – Sign as	— nd Date			



# Company Accounts

## **Benefits**

- Manage multiple web store accounts under your company
- Access to special product and contract pricing
- · Access full web and non-web order history with Electro-Matic
- Place purchase orders



## Establish a Company Adminstrator

This individual will manage all accounts registered for your company. This includes creating/deleting web store user accounts within your company and granting or restricting purchasing rights on individual accounts.

## 2 Register a Company Account

Scan the QR code above or visit **shop.electro-matic.com** to complete the 'Create a Company Account' form. If visiting from your browser (shown right), click on the 'Create an Account' link in the right side of the header and select 'Create a New Company Account' from the options.

# Receive Account Approval

After your company account request is submitted you will be emailed a confirmation that your request was received. A second email will be sent once your company account request and company administrator has been validated by Electro-Matic.

## Create Company Structure

Your admin account has full purchasing and account creation rights after approval. To create additional web store user accounts within your company:

- · Go to 'My Account' in the header and select 'Company Users'
- Use the 'Add New User' and complete the form
- New user will be invited to accept invitation via email



This guide is also available online at: em.support/webstorereg