



REQUIREMENTS BEFORE PROCESSING ORDERS:

1. Provide a sales tax exemption certificate – it is required by state law before we can ship any product.
2. Provide an AP email address to receive emailed invoices.
3. Provide pertinent details requested on the credit application to open a credit account.

**REMIT TO ADDRESS
AND NE OHIO FACILITY:**

375 Ken Mar Industrial Parkway
Broadview Heights, OH 44147
440-546-1019 fax 440-546-9319 (orders)

NW OHIO FACILITY:

1650 Indian Wood Circle, Suite 900
Maumee, OH 43537
419-893-0283 fax 419-893-0373 (orders)

ACCOUNTING INFORMATION:

****ACH payments preferred, see info on next page****

Remit to address:	Broadview Hts. (above)
Remit to email address for ACH:	remit@lydey.com
Accounting fax:	866-867-7410 (no orders)
Federal tax ID#:	34-1201119
D-U-N-S #	08-455-8907
Corporate established:	October, 1976 – State of Ohio

INSIDE SALES:

Northeastern Ohio: 440-546-1019

Northwestern Ohio: 419-893-0283

Southern Ohio: 937-519-1019

Greta McKinley, gretamckinley@lydey.com

Nicole Montgomery, nicolemontgomery@lydey.com

Sue Huebner, suehuebner@lydey.com

Carol Holbrook, carolholbrook@lydey.com



Credit Application Form

To establish an account for you, please fill out and return this application to remit@lydey.com

Legal Company Name: _____

Bill to Address: _____

Ship to Address: _____

Phone Number: _____ Fax Number: _____ County: _____

Email Address for invoices: _____

Preferred Shipping Carrier: _____ Collect Acct. Number _____

Date Company Established: _____ Dun & Bradstreet D-U-N-s # _____

Type of business: Individual _____ Corporation _____ Partnership _____ Other _____

Corporate officers/owner _____ Phone # _____

Head of electrical engineering _____ Phone # _____

Head of mechanical engineering _____ Phone # _____

Head of purchasing _____ Phone # _____

Please provide three trade references below:

Company _____

Phone # _____

Contact _____

Fax # _____

Company _____

Phone # _____

Contact _____

Fax # _____

Company _____

Phone # _____

Contact _____

Fax # _____

www.lydey.com

NW Ohio Office: 1650 Indian Wood Circle, Suite 900 Maumee, OH 43537 419-893-0283 fax 419-893-0373
NE Ohio Office: 375 Ken Mar Industrial Parkway Broadview Heights, OH 44147 440-546-1019 fax 440-546-9319



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Lydey Automation Company

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

Purchaser's type of business

Street address

City, state, ZIP code

Signature

Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Maggie Timofeev
Assistant Vice President
Enterprise Commercial Payments
Treasury Services
Maggie_A_Timofeev@keybank.com



Post Office Box 10099
Toledo, OH 43699-0099

Tel: 419-259-5938
Fax: 216-370-4024

May 22, 2020

Lydey Automation Company
6900 Miller Road
Brecksville, Ohio 44141

Re: Account Confirmation

This will serve as bank confirmation that the Lydey Automation Company has the following checking account established:

Bank Name:	KeyBank National Association
Bank R/T for ACH and Wires:	041001039
SWIFT:	KEYBUS33
Account Name:	Lydey Automation Company
Account Number:	359681462578
Bank Contact:	ACH operations
Telephone:	800-304-9856

If there are any questions, please don't hesitate to contact us.

Sincerely,

Maggie Timofeev
Assistant Vice President
KeyBank Treasury Services

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Lydey Automation Company

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

375 Ken Mar Industrial Parkway

6 City, state, and ZIP code

Broadview Heights, Ohio 44147

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

3 4 - 1 2 0 1 1 1 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date

1/3/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Lydey Automation Company

Terms and Conditions

The item described in this document and other documents or descriptions provided by LYDEY AUTOMATION COMPANY, are hereby offered for sale at prices to be established by L YDEY AUTOMATION COMPANY. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any such item, when communicated to L YDEY AUTOMATION COMPANY ("Seller") verbally or in writing, shall constitute acceptance of this offer and all of the following provisions:

1. **Terms and Conditions of Sale:** All descriptions, quotations, proposals, offers, acknowledgements, acceptances and sales of Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. Buyer's acceptance of any offer to sell is limited to these terms and conditions. Any terms or conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of an offer by Seller, are hereby objected to. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller unless expressly accepted in writing by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of Seller's product shall in all events constitute such assent.
2. **Prices:** In the event the Seller's quotation or Offer of Sale and/or Buyer's order provides for deliveries later than 30 days from the date of the Offer of Sale, the prices quoted are subject to escalation to Manufacturer's prices in effect at the time shipment is made, except in cases where the Seller has agreed in writing to waive such escalation. Unless otherwise stated herein, prices are F.O.B. shipping point. Any portion of the price which is not paid in accordance with the terms of payment herein stated shall accrue carrying charges at the rate of 1/20 of 1% per day until paid.
3. **Delivery:** Unless otherwise provided on the face hereof, delivery shall be made F.O.B. shipping point. Regardless of the method of delivery, however, the risk of loss shall pass to the Buyer upon Seller's delivery to a carrier. Any delivery dates shown are approximate only and Seller shall have no liability for any delays in delivery.
4. **Warranty:** The Seller MAKES NOW WARRANTY WHATSOEVER concerning the products manufactured by others, but will extend to the Buyer only such warranties respecting such products as are permissible under the terms thereof. Seller will repair or replace products manufactured by it which prove defective within one(1) year from date of shipment upon return of the same at Buyer's expense when such defects are due to defective material supplied by the Seller or defective workmanship of its employees, provided the products shall have been properly assembled and utilized in accordance with Seller's design thereof and instructions relating thereto, it being understood that the foregoing warranty shall be of no effect whatsoever in the event any changes are made in the products to or in connection with their assembly or use.
5. Seller makes NO WARRANTY WHATSOEVER, except as to title, with respect to products manufactured and/or designed to Buyer's own specifications and the Buyer shall, at its own expense, defend and save Seller harmless from and against any claim, suit, expense or otherwise which shall be asserted or brought against the Seller by reason of its manufacture or sale of such products.
6. **EXCLUSION OF OTHER WARRANTIES:** EXCEPT FOR THE EXPRESS WARRANTY AS DESCRIBED ABOVE, THERE ARE NOW WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES AS MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS ON THE FACE HEREOF. NOW WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXTEND THE ABOVE REFERENCED EXPRESS WARRANTIES OR ANY OTHER TERMS HEREOF.
7. **Liability Limitation:** In no event shall Seller be liable for consequential, incidental or special damages result from or in any manner related to the products, their design, use, or in any inability to use the same, including, without limitation, damages arising out of or in any manner relating to the delivery of the products or any delay with respect to their delivery, it being understood that the sole and exclusive remedy with respect to defective products manufactured by it shall be the repair, correction or replacement thereof pursuant to the "WARRANTY" provisions herein above contained. Should the products prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price of the defective products involved upon the return of the products to Seller.
8. **Changes, Reschedules and Cancellations:** buyer may request to modify the designs of specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require.
9. **Buyer's Property:** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer, or any other items which become Buyer's property, may be considered obsolete and may be destroyed by Seller after (2) consecutive years have elapsed without Buyer placing an order for the items which are manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.
10. **Taxes:** Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.
11. **Indemnity for Infringement of Intellectual Property Rights:** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Paragraph 11 Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to items delivered hereunder for which the designs are specified in whole or in part by Buyer, or infringements resulting from the modification, combination or use in a system of any item sold hereunder. If a claim is based on information provided by Buyer of if the design for an item delivered hereunder is specified in whole or in part by Buyer, Buyer shall defend and indemnify Seller for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.
12. **Force Majeure:** Seller shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of Seller, including, without limiting the generality of the foregoing, strikes or other difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil commotion, and war.
13. **Law, Ordinances and Regulations:** Seller shall utilize reasonable efforts to cause products manufactured or designed by it to comply with its interpretation of federal safety regulations and insurance codes of national scope. However, Seller shall not be responsible for compliance with local interpretation of federal safety regulations or insurance codes, nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect with respect to the products, unless such responsibility shall be expressly assumed by Seller in writing. Further, Seller shall have no responsibility whatever for compliance with such laws, etc. by products manufactured or designed by others.
14. **Entire Agreement/Governing Law:** The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This Agreement shall be governed in all respects by the law of the State of Ohio and Michigan. No actions arising out of the sale of the items sold hereunder or this agreement may be brought by either party more than two (2) years after the cause of action occurs and the parties agree to submit to the jurisdiction of the appropriate court in the State of Ohio and Michigan for purposes of resolving any dispute or claim arising in connection with said transactions.