

Omaha Paper Company, Inc.
CREDIT APPLICATION

Legal Name of Company _____

Address (Street, City, State, Zip) _____

Phone _____ Fax Number _____

P.O. Required Y N Purchase Taxable Y N If no, Exemption # _____

(Sales tax exemption certificate must be attached)

Check One: Corporation Partnership Proprietorship

If Incorporated: State in which incorporated _____ Year of Incorporation _____

Parent or Affiliate _____

Principal Partner Owner Name _____

Social Security No. _____ Phone No. _____

Address (Street, City, State, Zip) _____

Principal Partner Owner Name _____

Social Security No. _____ Phone No. _____

Address (Street, City, State, Zip) _____

Company Executive we may contact for financial information _____

Title _____ Accounts Payable contact _____

Document delivery: Fax to _____ **or** Email to _____

(Please provide name and number or email address)

Credit References

A Current Financial Statement is Requested

Bank Name _____ Bank Officer Name _____

Address (Street, City, State, Zip) _____

Phone _____ Account No. _____

Trade Suppliers:

Name	Address (Street, City, State, Zip)	Phone	Fax
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1. _____

2. _____

3. _____

4. _____

Please list Additional Banks or Trade Suppliers on a separate sheet.

_____	_____	_____	_____
Person Completing Application	Signature	Title	Date

I/we authorize the listed credit references to release information to Omaha Paper Co., Inc., regarding my/our credit/financial status.

I/we do hereby agree to comply with credit terms set forth by Omaha Paper Co., Inc., as stated on the second page of this form.

I/we acknowledge that service charges equal to the lesser of 1¾% per month or the maximum legal rate shall be charged 60 days from the date of invoice and a loss of "open account" status is automatic after an invoice is unpaid 70 days from billing date. Terms: Net 30.

I/we agree to pay costs of collecting past due amounts including, but not limited to, attorney fees, collection fees and court costs.

_____	_____	_____	_____
<input type="checkbox"/> Corp. Officer <input type="checkbox"/> Partner <input type="checkbox"/> Owner	Signature	Title	Date

For Office Use:

Acct. No.: _____

Credit Limit: _____

Salesman: _____

Credit Terms & Conditions

1. Terms and conditions of payment: Terms are Net 30. In the event it becomes necessary for Omaha Paper Co., Inc., to file suit to enforce payment of past due amounts, such suit will be brought in the appropriate court for the area where the transaction occurred. Omaha Paper Co., Inc., shall be entitled to collection fees, actual attorney's fees, court costs and interest as provided by applicable state laws. All purchases are deemed made and payment is due at the principal place of business of Omaha Paper Co., Inc., at Omaha, Nebraska.
2. A service charge equal to the lesser of 1¾% per month or the maximum legal rate shall be charged 60 days from the date of invoice and a loss of "open account" status is automatic after an invoice is unpaid 70 days from billing date.
3. Financial statements, credit information, information supplied by Buyer or by others on Buyer's behalf, are part of this agreement. Any false or misleading information constitutes a fraudulent mis-representation.
4. The acceptance of any individual order and terms or payment on all sales and orders are subject to approval by the Credit Department of Omaha Paper Co., Inc.
5. Buyer grants to and Omaha Paper Co., Inc., retains a security interest, pursuant to applicable Uniform Commercial Code, in the materials, and in all additions and accessions hereto and title to all said materials shall not pass to the Buyer until all sums invoiced are fully paid. Buyer assumes all risk of loss or damage to said materials. All parties agree that this document constitutes a security agreement. This security agreement covers all materials which Buyer now and hereafter may acquire from Seller until the termination of this agreement in writing by either party.
6. All sales are made pursuant to these conditions and all orders are received with the understanding that they are placed under these conditions.

Personal Guaranty

IN CONSIDERATION of credit granted by OMAHA PAPER CO., INC., ("Creditor") to _____ ("Debtor"), the undersigned hereby unconditionally guarantees to Creditor full payment when due of any indebtedness of Debtor for (i) goods heretofore or hereafter sold or consigned to, or work-in-process identified for, Debtor by Creditor or (ii) services heretofore or hereinafter performed for Debtor by Creditor, together with lawful interest from date due and all expenses of collection, including court costs and reasonable attorney's fees.

This guaranty shall be directly enforceable against the undersigned without first resorting to any remedies against Debtor. This guaranty shall be a continuing guaranty and shall remain in full force and effect until the undersigned gives written notice, by certified or registered mail, to Creditor to extend no further credit on the security of this guaranty. Such notice shall be ineffective as to any obligation (billed or unbilled) existing at the time such notice is received by Creditor. The undersigned hereby assents to all terms and conditions made or to be made with Creditor by Debtor. Any indulgences, renewals or extensions of any indebtedness guaranteed hereby shall not release undersigned as a guarantor hereunder.

References to undersigned include each and all of the undersigned and they shall be jointly and severally liable hereunder. This guaranty shall be for the benefit of Creditor, its successors and assigns and shall be binding upon the undersigned and their assigns, heirs, executors and other legal representatives.

INTENDING TO BE LEGALLY BOUND HEREBY, the undersigned have executed the guaranty this _____ day of _____, 20____.

Address _____

Address _____

Address _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, before me, a Notary Public in and for the aforesaid state and county, and by law authorized to administer oaths and affirmations, personally appeared _____ personally known to me and to be the acknowledge that he (they) signed, sealed and delivered the said instrument as he (their) free and voluntary act for the uses and purposes as set forth.

Mail or fax to:

Notary Public

6936 "L" Street Omaha, NE 68117 Phone: (402) 331-3243 or (800) 288-7026 Fax: (402) 331-3260

INSTRUCTIONS

WHO MAY FILE A RESALE CERTIFICATE. A Nebraska Resale Certificate, Form 13, Section A, is to be filed by persons or organizations making purchases of property in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

Use Form 13AG for purchases of agricultural machinery and equipment. Use Form 13E for purchases of energy sources which qualify for exemption.

WHO MAY FILE AN EXEMPT SALE CERTIFICATE. Form 13, Section B, must be filed by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

WHERE TO FILE. The Form 13 is given to the seller at the time of the purchase of the property or when sales tax is due. The certificate must be retained with the seller's records for audit purposes.

For exemption category 6, the seller must sign and give the certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.

CONTRACTORS. A Form 13 must be filed by contractors operating under Option 1 or 3. Contractors operating under Option 1 or 3 must indicate their sales or consumer's use tax identification number in the space provided in Section C. Contractors operating under Option 1, 2, or 3 should refer to information guides titled "Nebraska Taxation of Contractors Option 1," "Nebraska Taxation of Contractors Option 2," or "Nebraska Taxation of Contractors Option 3."

WHEN NO NUMBER IS REQUIRED. Section A does not require an identification number when the purchaser has indicated that they are engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 is marked.

GOOD FAITH – PROPERLY COMPLETED CERTIFICATE. A purchaser must properly complete a certificate before it can be accepted in good faith by a retailer (seller). An incomplete or improperly completed certificate shall constitute evidence of a lack of good faith. To properly complete the certificate, purchasers must include: (1) identification of both the purchaser and seller, (2) a statement as to whether the certificate is for a single purchase or is a blanket certificate for future sales, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, the penalty shall apply to each purchase made during the period the blanket certificate is in effect.

Any purchaser, or the agent thereof, who fraudulently signs a Form 13 with the intention to avoid payment of the tax may, in addition to the aforementioned penalty, be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION. Indicate the category which properly reflects the basis for your exemption. Place the

corresponding number in the space provided in Section B on the face of this form. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B. If category 6 is the basis for exemption, the seller must sign this form.

CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, a state owned and operated college or university, and any county, township, city, village, rural or suburban fire protection district, natural resource district, city airport authority, county airport authority, joint airport authority, drainage district, or elected or appointed county fair board within the borders of Nebraska, except purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district or the irrigation division of a public power and irrigation district; the State Board of Agriculture; the Nebraska Investment Finance Authority; the Research and Development Authority; the Small Business Development Authority, and licensees of the State Racing Commission.

Governmental units of other states, sanitary improvement districts, housing authorities, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies are **not** exempt from Nebraska sales tax, and may not issue a Nebraska Exempt Sale Certificate, Form 13, Section B, for any purchases which they make.

2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13.

Refer to Revenue Rulings 1-99-4 and 1-99-5 for information regarding the exemption for mobility enhancing equipment for use in a private residence or on a motor vehicle.

3. Purchase by an organization created exclusively for religious purposes; a nonprofit organization providing services exclusively to the blind; a public or private primary or secondary educational institution licensed under Nebraska statutes; a private college or university licensed under Nebraska statutes; a hospital, skilled nursing facility, or intermediate care facility which is licensed under sections 71-2017 to 71-2029 of the Nebraska statutes and organized not for profit; a nonprofit organization providing services primarily for home health care purposes; a health clinic, when owned or controlled by two or more hospitals and operated for the purpose of reducing the cost of health services, or which receives funds under either the Urban or Rural Health Initiative Program of the United States Public Health Service; a child caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or a licensed child placement agency.

4. Purchase of a common or contract carrier vehicle and/or repair and replacement parts for such vehicle.

5. Purchase of materials to be incorporated into a construction project pursuant to an attached purchasing agent appointment. No exemption number is required for projects with governmental units identified in Regulation 1-093.

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item.



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption
• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Check Type of Certificate <input type="checkbox"/> Single Purchase <input type="checkbox"/> Blanket			If blanket is checked, this certificate is valid for three (3) years from date of issuance.		

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Contractor (Complete Section C)
 Exempt Purchase (Complete Section B)

SECTION A — Nebraska Resale Certificate

Description of Item(s) Purchased

Our purchase of _____ is a purchase for resale, rental or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor

of _____ Description of Product Sold, Leased, or Rented

If none, state reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (Insert appropriate category as described on reverse of this form.)

If exemption category 2 is claimed, enter the following information:

Description of Item(s) Purchased	Intended Use of Item(s) Purchased
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If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller? <input type="checkbox"/> YES <input type="checkbox"/> NO	Was Item Depreciable? <input type="checkbox"/> YES <input type="checkbox"/> NO
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If exemption categories 3 through 5 are claimed, enter the Nebraska Exemption Certificate number.

SECTION C — Contractors

I certify that we are engaged in business as a contractor operating under OPTION 1, and that we will collect and remit sales tax on the materials portion of our customer's invoice. Our Nebraska Sales Tax Permit Number is: _____ 01-

OR

I certify that we are engaged in business as a contractor operating under OPTION 3, and that we will remit consumer's use tax on the materials withdrawn from our inventory that will be annexed into real estate. Our Nebraska Sales or Consumer's Use Tax Identification number is: _____

Any purchaser, or the agent thereof, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Sections 77-2701 through 77-27,135 of the Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Title

Date

NOTE: Sellers must keep this certificate as part of their records. Do not send to the Nebraska Department of Revenue.
Incomplete certificates cannot be accepted in good faith.