



Ever Sharp Tools, Inc.

EST Tools America, Inc. dba Ever Sharp Tools
10138 Radiance Drive • Ira Township, MI 48023
810-824-3323 • www.est-us.com

Ever Sharp Tools would like to welcome you as a new customer! In order to better serve you, we ask that you review and/or complete the following:

Payment Terms & Shipping Information – please review

Terms & Conditions – please review

IRS Form W-9 – our current information, for your records

New Customer Information – required for all new customers. Payment prior to shipment is required for all new customers; please indicate how you prefer to remit payment. If paying by credit card, complete Credit Card Authorization form. If paying by check, you may send payment at any time prior to shipment.

Customer Credit Card Authorization – if paying by credit card, please complete as indicated.

Credit Application – if you wish to establish Credit Terms (standard terms Net 30) for future orders, please complete as indicated. Note: If you have a standard Financial Information form, we will accept your form as long as all required information is included.

Please return completed documents via email to the sender or fax to 810-824-3645



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PAYMENT TERMS AND SHIPPING INFORMATION

STANDARD TERMS – *domestic*

Payment Terms: First order: payment due prior to shipment
Subsequent orders: Terms to be determined based on credit application

Payment Methods: Check, ACH, Wire Transfer, Credit Card (subject to 4% processing fee)

STANDARD SHIPPING

UPS – Collect or Prepay & Bill unless otherwise specified.

Please note - insurance will be added to shipments unless noted otherwise on PO, then shipment is sent at customer risk.

REMIT TO ADDRESS

Ever Sharp Tools
10138 Radiance Dr.
Ira Township, MI 48023

BANK INFO

Bank of America
222 Broadway, New York, NY 10038
Account Number: **334046652749**
ABA/Routing Number: 061000052
International Wire Transfer Routing #: 026009593
Swift Code: BOFAUS3N

Accounts Receivable contact:

Kathy Stolz: Kathy@est-us.com; +1-810-824-3323

1. Applicability – These Terms and Conditions of Sale (“Terms and Conditions”) constitute the sole terms and conditions of the agreement between you (“Buyer”) and EST Tools America, Inc. (DBA Ever Sharp Tools, Inc.) hereinafter referred to as “EST” or “Seller”. These Terms and Conditions supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms and Conditions expressly limit acceptance to these provisions. No modification, waiver or addition to any of these Standard Terms and Conditions of Sale shall be binding upon Seller unless agreed to in writing and signed by EST’s President/CEO in a written instrument separate from any purchase order or other printed form of the Buyer.

2. Prices – Seller’s quoted prices are subject to change without notice. Unless otherwise specified, all quotations are valid 90 days from date of issuance. Orders issued for items or services quoted beyond this period must be confirmed at the time an order is placed. Seller reserves the right to correct any errors or omissions in quotations, specifications or prices without liability. Changes to or additional specifications submitted after quotation may also affect prices.

3. Tax/Tariff/Duty - Prices do not include any sales, use, excise, privilege, or other tax, tariff, duty or assessment now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule, or regulation. If Seller pays any such taxes or assessments, Buyer shall, upon demand, immediately reimburse Seller for such amounts.

4. Payment Terms - Payment terms will be approved by Seller. Granting of credit terms is subject to continuing approval of Buyer’s credit by Seller. If Buyer’s credit becomes unsatisfactory to Seller for any reason, Seller may, at its sole discretion, require different payment terms, including, but not limited to, payment in advance of shipment. In addition, Seller, at its discretion, may require advance deposits of up to 100% of the selling price. No discounts shall be taken except as specifically allowed in writing by Seller. All amounts due to Seller from Buyer shall be paid without abatement, deduction, or setoff. If Buyer’s account becomes delinquent, Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, costs of collection, attorneys’ fees, and expenses.

5. Acceptance of Orders - All orders are subject to acceptance by EST at its Michigan, USA office. All orders are subject to final credit approval. All orders must clearly state the name and address of purchaser and include all product or service specifications with which the Buyer expects EST to convey or conform. Orders that do not include specific part requirements, processing, or tolerance specifications will be designed and built using standard processing assumptions, tolerances and specifications. No reproduction or design rights in or to any product are granted to Buyer by EST under any applicable purchase contract. All engineering drawings, order specifications and quotation pricing and details are considered proprietary. Any other information furnished by EST is for Buyer’s (or the prospective Buyer’s) confidential use only and shall not be used to the detriment of EST’s competitive position. A purchase order shall not be assigned in whole or in part by either party without the prior written consent of the other party.

6. Title and Delivery – All shipping and delivery dates are estimates and are based upon prompt receipt of all necessary information from Buyer. Delays in securing Buyer’s approval of necessary product specifications may extend the date of delivery. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery. Delivery is based the date of the transfer of title prior to shipment. Transfer of title occurs and shipment becomes the property of Buyer at the commencement of loading to the carrier. In the event Buyer requests a delay in delivery, Seller will invoice the Buyer for said items immediately and hold the items at Buyer’s risk and expense pending instructions from Buyer.

7. Packaging and Shipment - All shipments shall be F.O.B. shipping point (EST’s Michigan Plant) unless otherwise agreed by Seller in writing. All risk of loss or damage to Goods shall pass to Buyer upon delivery thereof to Buyer, to its designated agent or transport carrier. All products will be shipped in accordance with Buyer’s specific shipping instructions or by means deemed most appropriate by EST and charged to Buyer, if not specified. Buyer shall be responsible for the cost of any special packing requirements. All international shipments shall be Ex Works, shipping point EST’s Michigan Plant.

8. Cancellation - Buyer may cancel an order only upon prior written notice to EST. EST shall confirm cancellation and advise customer of any Cancellation Fees, which are payable upon receipt. Assessment of reasonable and proper cancellation fees will satisfy costs incurred by Seller and shall be assessed as follows, in the sole discretion of EST at the time of cancellation:

After receipt of P.O.; before drawing sent: 10% of P.O. price
After drawing sent, prior to production: 30% of P.O. price
In production, before spline grind = 50% of P.O. price
In production, after spline grind = 80% of P.O. price
After production, up to final inspection = 90% of P.O. price
After final inspection = 100%

9. Force Majeure – Seller shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control.

10. Limited Warranty – Seller warrants to Buyer that at the time of delivery, the products or services (“Goods”) sold by EST will conform to applicable drawings and specifications and will be free from defects in material and workmanship, per acceptable industry norms. With respect to any defect in material or workmanship covered by this Limited Warranty, Buyer is required to notify Seller of any defect or discrepancy in writing within the Warranty Period of ninety (90) days of receipt of Goods.

If Buyer notifies Seller of a defect in writing within the warranty period, Buyer shall afford Seller a reasonable opportunity to inspect the Goods in dispute. Seller will, as its sole option, upon determination of defect, either repair or replace any such Goods or part thereof. This shall be Buyer’s exclusive remedy. Any claims not made within the warranty period are deemed waived by Buyer. Before returning any Goods or part hereunder, Buyer must contact Seller for a Return Goods Authorization number and to arrange for transportation. Any warranty shall be voided if Buyer and/or any other supplier or any other 3rd party sharpens, modifies, repairs or damages products made by EST.

Additional Warranty requirements may apply:

Gauges & Measuring Devices: EST gauges shall be produced within specified tolerances and free from manufacturing defects at the time of delivery. Seller shall provide a Certificate of Inspection with gauges, confirming the measurement of specified attributes by EST’s quality laboratory. Any dispute as to the measurement or performance of EST gauges must be made within the warranty period and must be accompanied by Buyer’s own certified inspection. In the event of a dispute between Seller’s and Buyer’s inspection results, Buyer must provide additional inspection results by an ISO-17025 certified independent 3rd party. Based on those results, EST may rework or replace gauges that do not measure within specified tolerances as confirmed by independent 3rd party inspection. This shall be the sole remedy for any dispute arising from said claim.

11. Broach Tool Sharpening, Maintenance, Diagnosis and Repair: Broach tools sent to Seller for sharpening are processed to inspect for wear, perform face-sharpen to optimal condition, then tools are cleaned and packaged for return to Seller.

Seller inspects all broach tools for face and corner wear prior to sharpening and maintains written records of all tools processed. These proprietary records are used to maintain customer tools at optimal cutting conditions. Buyer is responsible to monitor tool wear so it does not exceed .010” / .25mm prior to requesting sharpening service. Seller is under no obligation to honor a sharpening price quote if, upon inspection, tools received from Buyer have excessive tool wear exceeding .010” / .25mm. Buyer will be advised of excess wear prior to processing and provided with an updated quote, based on added machine time necessary to sharpen to optimal condition.

Broach tools sent to Seller for inspection, diagnosis, and/or repair will be quoted on a case-by-case basis and will not be processed until a purchase order is received from Buyer.

12. Limit of Liability – Seller’s liability for any claim or action of any kind arising out of, connected with or resulting from the manufacture, sale, delivery, resale, use or repair of parts or tools furnished, or services rendered under a purchase order, written or verbal, shall not exceed EST’s price for the product or service which gives rise to such claim or action. In no event shall Seller be liable for special or consequential damages. No penalty clause of any description shall be effective as to Seller, unless approved in a separate document signed by EST President/CEO.

13. Indemnification - Buyer shall defend, indemnify and hold Seller, its affiliates and their respective representatives, agents, employees, successors and assigns harmless from and against all claims, suits, demands, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “Losses”), including death or injury, arising out of or relating to (a) Buyer provided specifications, structure, operation, material, method of manufacture or other directions including, without limitation, any resulting violation of intellectual or proprietary rights; (b) accident, damage or Buyer’s use, abuse, misuse; (c) Buyer’s non-compliance with any federal, state, or local law or regulation; (d) Buyer’s breach of these Terms and Conditions; and (e) Goods being subjected to, in whole or part: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Goods; or (v) any use or application other than or varying in any degree from Seller’s instructions or that for which the Goods were designed.

14. Governing Law - All orders, contracts and transactions shall be interpreted and construed in accordance with the laws of the State of Michigan, the county of St. Clair without regard to any rules on conflicts of laws. Buyer hereby consents to personal jurisdiction in the State of Michigan.

15. Amendment – Seller reserves the right to modify or change the impact or enforcement of the terms listed herein with or without prior notice. Seller may, at its sole discretion, modify or change the impact or enforcement of any of the terms listed herein to the benefit and satisfaction of any one Buyer without prejudice or precedent, in other circumstances, with other Buyers. Any attempt by Buyer to modify, supersede, supplement or otherwise alter these Terms and Conditions will not modify these Terms and Conditions nor be binding on Seller unless expressly agreed upon and signed in writing by Seller stating that these Terms and Conditions are modified, superseded, supplemented or otherwise altered.

Thank you for your business. Direct all questions to:

admin@est-us.com



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. EST Tools America, Inc		
	2 Business name/disregarded entity name, if different from above Ever Sharp Tools		
	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.		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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> 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.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 10138 Radiance Drive		Requester's name and address (optional)
6 City, state, and ZIP code Ira Township, MI 48023			
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									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ January 5, 2025
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General Instructions

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

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

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.



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NEW CUSTOMER INFORMATION

Please complete, sign and return via email to the sender or fax to 810-824-3645

Form with fields for Bill To, Ship To, Address, City, State, ZIP, and Country.

FIRST ORDER PAYMENT

First Order Prepayment Method: ___ Check ___ Credit Card (complete Credit Card Auth form attached)

CONTACT INFORMATION

Accounts Payable:

Form with fields for Name, Phone, E-mail, and Preferred Method for Receiving Invoices.

Contact Person for Questions Regarding Orders:

Form with fields for Name, Title, Phone #, and E-mail.

SHIPPING PREFERENCE

Form with fields for Preferred Ship Method, Carrier Acct #, and Carrier Information.

SALES TAX INFORMATION

Are you exempt from state sales tax? ___ No ___ Yes * If yes, must attach exemption certificate copy.

I acknowledge that I have read and agree to all Terms & Conditions as provided by EST Tools America, Inc.

Form with fields for Printed Name, Signature, and Date.



Customer Credit Card Authorization

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Customer Information
Company Name: _____
Billing Address: _____
City/State/ZIP: _____
Contact Name: _____ Phone: _____
Tax ID: _____
Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX
Cardholder Name (as shown on card): _____
Card Number: _____ CVV Security Code: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): _____
Shipping Information:
Preferred Ship Method*: Your Account: _____ (Provide carrier and account # below) EST Ship & Bill: _____ EST will ship via UPS and bill shipping cost to card above
If you wish to have your order shipped using your carrier and billing account, indicate preference below: Preferred carrier: UPS _____ FEDEX _____ US Postal Service _____ Carrier Acct # _____
*If no shipping option chosen, EST Ship & Bill will be default method with shipping cost billed to card above

I confirm that I am an authorized representative of the company above and authorize EST TOOLS AMERICA, INC. to charge my credit card above for agreed upon purchases. I acknowledge that all orders are accepted in accordance with EST Terms & Conditions, available at www.est-us.com. All credit card purchases are subject to a **4% processing fee**, in addition to prices quoted. I understand that my information will be saved on file for future transactions on my account unless authorization is cancelled.

Customer Signature

Date



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CREDIT APPLICATION

Bank Information

Name: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Account #: _____ Dunn & Bradstreet #: _____

Trade (Credit) References

Company Name: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____

Company Name: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____

Company Name: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____