Sea JEM, LLC dba KGI Trading GA
4575 Atwater Court Buford, GA 30518
T: (470) 589-7685
F: (470) 589-7659

Office Use Only		
Sales Rep:		
Term:	Days:	Net:
Approved: YES / NO	New / Change / Deletion	
Reviewed by:	Date:	

Customer Application

Please fax to (470) 589-7659. Please complete every item (type or Print).

Account Information		
Name of Business:		
Corporate Name:		
Phone:	Fax:	
Shipping Address:		
City:	State:	Zip code:
Resale (Sales Tax) #:	County:	Tax Rate:
Billing Address:		
City:	State:	Zip code:
Web Address:		
Business Hours:	Days:	
Contact (Accounting):	Title:	
Phone:	E-Mail:	
Contact (Order):	Phone:	

Business Information		
Corporation: _____	Partnership: _____	Sole Proprietorship: _____
Years in Business:	Federal Tax Id:	ST Tax ID:
State of Corporation:	Social Security Number:	

Owner Information	
Owner's Name 1:	Home Phone #:
Home Address 1:	
Owner's Name 2:	Home Phone #:
Home Address 2:	

Bank Reference		
Name of Bank:	Acct Type:	Account #:
Contact:	Phone #:	Fax #:

Trade Reference		
Name1:	Phone:	Fax:
Contact:	Address:	
Name 2:	Phone:	Fax:
Contact:	Address:	
Name 3:	Phone:	Fax:
Contact:	Address:	

Terms and Conditions Agreement

As consideration for the advancement of credit, the undersigned applicant(s), A collectively referred to as "customer" Individually, jointly and severally agrees to be bound by the terms and conditions set forth, within are Incorporated by reference herein. Furthermore, the applicant(s) represents the information set forth in this credit application is true and accurate. The under signed applicant(s) for credit authorizes Sea JEM LLC. for further information any and all trade Bank and other reference.

1) No credit Line is established by execution hereof credit may only be granted by Sea JEM LLC sole discretion after review and investigation, until credit is granted, payment will be accepted by wire transfer, certified check or cash.
2) If customer fails to pay any invoice when due, customer hereby agrees to pay monthly late payment charges equal to 1.5% per month (18% per annum) on $ balances overdue from the date of delivery as liquidated damages.
3) Customer agrees to pay all costs and attorneys fee's incurred in the collection of all past due invoice and acts.
4) Claims must be made on receipt of goods. No goods can be returned without proper written authorization by Sea JEM LLC.
5) Any customer checks returned by their bank for the reason of insufficient funds, customer agrees to pay thirty dollars ($30.00) for each check returned to Sea JEM LLC. as a handing charge.
6) Sea JEM LLC. should not be liable for failure to deliver goods or delays in delivery of goods occasioned by Causes beyond its control, including fires, strikes, lockouts, embargos, war or outbreak of hostility, acts of God, delays of carriers or suppliers and governmental acts and regulations.
7) Sea JEM LLC reserves the right at any time to revoke any credit extended to customer because of customers' failure to pay for goods when due or for any reason deemed good.
8) This agreement and subsequent purchases shall be governed by the laws of the State of Georgia and any action brought hereunder shall fall within the Jurisdiction of courts of the State of Georgia. Litigation be instituted, prevailing party shall receive attorney fees & Court cost.
9) Customer certifies that the information presented by the customer in this application is true and correct. Sea JEM LLC. is authorized to contact references contained in this application who are authorized to release any information to its relating customers' credit herein. The undersigned, as owner or an officer of customer, read this application and agrees to be bound by its statements terms and conditions stated heir in.

Print Name/Title _____ Date _____

Authorized Signature _____ Date _____

Personal Guarantee

That as individuals and not as partners, shareholders, directors, employees, or authorized representatives, we, the undersigned and each of us, in consideration of any and all credit granted by Sea JEM LLC. (Seller) to any entity which we own or represent, hereby jointly and severally, guarantee prompt payment when due or any and all indebtedness now due or which may hereafter become due from said entity to Seller, however created, or arising, or evidenced, and waived notice of the acceptance of this guarantee, and/or any and all indebtedness at any time covered by the same, and/or any change In the financial conditions of the entity which we now represent. This shall be a continuing guarantee and shall not be revocable, except upon actual receipt by seller of written notice that we, or any of us, revoke said agreement as to transactions subsequent to the date of such notice is received, and is such event, we shall continue to be responsible for any and all transactions which occur prior to the date sellers actually received said notice. Guarantors further waive any defense arising by reason of disability, or other defense based upon or arising out of bankruptcy, Insolvency, reorganization, liquidation or dissolution of any entity owned or represent. This obligation shall be enforceable before or after proceeding against any entity which we own or represent, and we hereby waive our rights to require seller to proceed against any entity we own or represent, or pursue any other remedy which seller may have.

Print Name/Title _____ Date _____

Authorized Signature _____ Social Security Number _____

ST-5 (Rev. 07/11/22)

STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER

To: Sea JEM LLC dba KGI Trading **GA**
SUPPLIER DATE

4575 Atwater Ct. Buford GA 30518
SUPPLIER'S ADDRESS CITY STATE ZIP CODE

THE UNDERSIGNED HEREBY CERTIFIES that all purchases* made after this date will qualify for the tax-free or tax-exempt treatment indicated below. (Check the Applicable Box) (*The terms "purchase" and "sale" include leases and rentals.)

☐ 1. Purchases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. **TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE**. O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).

☐ 2. Purchases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(A).

☐ 3. Purchases of tangible personal property or services made by any authority created by local law enacted by the General Assembly or local constitutional amendment, which authority provides public water or sewer service. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(B).

☐ 4. Purchases of tangible personal property or services made by the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.

☐ 5. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).

☐ 6. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).

☐ 7. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private carriers. O.C.G.A. § 48-8-3(33)(A).

☐ 8. Purchases of tangible personal property or services made by the Federal Reserve Bank, a federally charted credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: _____ Sales Tax Number: _____ (IF REQUIRED)

Purchaser's Type of Business: _____

Purchaser's Address: _____

Printed Name _____ Title: _____

Signature _____

Telephone Number: _____ Email: _____

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.