



Thank you for purchasing Keyence products! We appreciate your business.

KEYENCE Corp. of America, a subsidiary of KEYENCE Corporation (Osaka, Japan), was established in 1985 and currently has over 35 regional sales offices throughout the United States, along with a centrally-located distribution center in Chicago. KEYENCE is a global leader of innovative industrial automation and research/inspection equipment ranging from sensors, barcode readers, machine vision systems to laser/ink-jet markers, measurement systems, digital microscopes and more.

IMPORTANT: Keyence Corp. of America is a distributor of Keyence Corporation products with no manufacturing facilities or capability.

General Information:

Phone: 888-539-3623

Fax: 855-539-0123

Headquarters Address*:

Keyence Corp. of America
500 Park Blvd., Suite 200
Itasca, IL 60143

**Please do not send payments to this address - see below*

Place order/quotes: CustomerService@Keyence.com

Technical Support: Tech@Keyence.com

Company Profile:

Classification: Large Business

Federal ID Number (FIN/TIN): **33-0087345**

Dun & Bradstreet ID (DUNS): **14-7180418**

SIC Code: **5084**

NAICS Code: **423830**

SAM/CAGE Code: **0VZL5**

Incorporated in 1985 in the state of California

Remittance Information:

Please send remittance advice to:

Email: AR@Keyence.com

Fax: 201-930-0950

WIRE TRANSFER, ACH and EFT payment

Company Name: Keyence Corp. of America

Bank Name: CITIBANK, N.A.

Bank Address: 640 FIFTH AVE., FC BR. #46,
New York, NY 10019

Phone: 1-800-285-1709 (Option 2)

Bank Account #: 63769626 (Checking)

ABA Routing #: 021000089

Swift Code: CITIUS33

Checks:

Please mail checks to the nearest lockbox location:

East/Mid-West

Dept CH 17128

Palatine, IL 60055-7128

West

Dept LA 22198

Pasadena, CA 91185-2198

Return Information:

ALL returns must be authorized and must include an RMA#

To obtain an RMA#, please contact customer service at CustomerService@keyence.com

Shipping Address		Billing Address		<i>Check if same as shipping address</i>
Legal Company Name		Legal Company Name		
Address		Address		
City	State	City	State	
County	Zip Code	County	Zip Code	
Phone	Fax	Phone	Fax	

Accounts Payable Contact Person	Name	Phone
	Email	Fax

Would you like emailed invoices? **Email Address:** _____

***Credit references are required for terms approval. Keyence standard payment terms are Net 30 based upon credit worthiness.**

What is your company's Dun & Bradstreet (DUNS) Number? _____

Trade References

Company Name:	Fax/Email:
Company Name:	Fax/Email:
Company Name:	Fax/Email:

What is your type of business? End User Dealer/Distributor OEM

Tax Status Contact Person	Name	Phone
	Email	Fax

What is your company's sales tax status?

Note: A W-9 is not a form of tax exemption!

- Taxable on all orders
- Tax exempt on all orders *(Tax Exemption or Resale Certificate required)*
- Tax exempt on some orders *(Tax Exemption or Resale Certificate required)*
- Partially exempt on all/some orders *(Partial Exemption Certificate required)*

Alabama only: If taxable, please complete the tax rate breakdown below

AL City rate: _____ % City name: _____

AL County rate: _____ % County name: _____

AL State rate: _____ %

Your total tax rate: _____ %

Email address for order confirmations: _____

Email address for tracking information: _____

Will you accept early shipments? _____

Will you accept partial shipments? _____

How would you like your orders shipped?

**This applies for small package shipments. LTL shipments will be handled separately.*

UPS collect account # : _____

FedEx collect account # : _____

Always prepay & add

Please note, if a UPS or Fedex acct # is not provided, Keyence will automatically prepay & add the shipping cost to your invoice!

I/We certify that the above information is true and correct. I/We agree to pay this account in accordance with the credit terms approved by Keyence. I/We authorize Keyence to verify this information and/or obtain additional information by securing data from a credit agency. I/We have read and accept the Keyence Terms and Conditions provided.

Signature	Date
Printed Name	Title

★ IMPORTANT: If you complete this form and return it to Keyence with your credit references attached, you must still sign above.

Please complete and return to CustomerService@keyence.com or fax: 855-539-0123
Contact our Customer Service Department at 1-888-KEYENCE (539-3623) with any questions.

TERMS AND CONDITIONS

The following terms and conditions will govern KEYENCE products (the "Products") purchased pursuant to an attached Quotation, Order Confirmation, or Invoice. Any terms and conditions in Buyer's purchase orders or other communications contradictory to the following terms and conditions will be void, unless agreed in writing and signed by the Officer of KEYENCE.

1. **DELIVERY; RE-STOCK CHARGE:** Shipments of the Products shall be subject to freight space available, and partial shipments shall be allowed. Each delivery shall be considered a separate sale. Buyer waives the right to assert offsets, defenses or counterclaims. The Products are sold F.O.B. shipping point and, upon delivery to carrier at shipping point, Buyer assumes all risk of loss or damage to the Products. Any return for exchange or credit must be made within fourteen (14) days of the invoiced date, and Buyer must pay a 25% re-stock charge for such return.

2. **PRODUCT MODIFICATION; DISCONTINUANCE:** KEYENCE reserves the right to modify unordered Products from time to time, including the right to discontinue the Products.

3. **PRICES AND PAYMENTS:** All payments are due net 30 days of invoice dates unless otherwise expressly stated in the invoice. Prices and terms of payment stated in the invoice are not subject to any discount, rebate or modification. Buyer shall pay interest at the maximum rate allowed in Illinois on all overdue bills, and Buyer shall be liable for all costs and attorneys' fees incurred by KEYENCE in the collection of delinquent accounts. KEYENCE may alter or suspend credit or stop selling to Buyer, whenever the payment history or financial condition of Buyer warrants such action.

4. **SHORTAGE:** Credit will not be given for shortage in the ordered quantities unless Buyer notifies KEYENCE in writing of such shortage within fourteen (14) days after receipt of the Products.

5. **FORCE MAJEURE:** KEYENCE shall not be liable for any loss or damage due to delayed delivery or non-delivery caused, in part or in whole, by any acts of God, fire, strikes, floods, accidents, riots, lockouts, damages or losses in transportation, quotas, blockage, embargoes, insurrections, mobilization or any other actions of governmental authorities, any non-governmental restrictions, equipment failures, power failures, non-performance of third parties or any other cause beyond KEYENCE's control, whether at shipping point or destination point, in transit or wherever such event takes place or in the country for which the factory manufacturing the merchandise is located, and in any such event, KEYENCE may cancel the sale without liability to Buyer. If KEYENCE, following the happening of any such event beyond KEYENCE's control, elects not to cancel the sale, the time originally specified for the delivery in the invoice shall be deemed extended for a period equal to the period of KEYENCE's inability. In the event of Buyer's inability to accept the delivery of the Products by reasons similar to the above enumerated causes, KEYENCE, at its option, may cancel the sale without liability to Buyer, or extend the time for delivery originally specified for a period equal to the period of Buyer's inability.

6. WARRANTIES AND DISCLAIMERS:

(1) KEYENCE warrants the Products to be free of defects in material and workmanship for one (1) year from shipment. Any Products found to be defective must be shipped to KEYENCE, freight prepaid, or offered to KEYENCE for inspection and examination. Upon examination, KEYENCE, at its sole option, will refund the purchase price of, or repair or replace at no charge, any Products found to be defective. This warranty extends to the original Buyer only, and does not apply to any defects resulting from Buyer's improper or inappropriate installation, interfacing, repair, modification, application and handling, such as exposure to outdoors air, excessive current, heat, coldness, moisture or vibration. Components which wear and tear are not warranted.

(2) The Products are designed and manufactured as a general-purpose product for general industries. KEYENCE may offer suggestions on the use of its various Products, but the assessment of usefulness and suitability of the Products for each application rests solely with Buyer. KEYENCE will not be responsible for any damages that may result from the use of the Products in Buyer's application. The Products and any Trial Units ("Products/Trial Units") supplied to Buyer are not to be used internally in humans, as control devices for nuclear power plants, public utilities, medical treatment equipment, or human transportation, or as safety devices or fail-safe systems, unless their written specifications state otherwise. Should any Products/Trial Units be used in such a manner or misused in any way, Buyer will indemnify KEYENCE and hold KEYENCE harmless from any resulting claim, liability or damage.

(3) OTHER THAN AS STATED ABOVE, THE PRODUCTS/TRIAL UNITS ARE PROVIDED WITH NO OTHER WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL KEYENCE AND ITS AFFILIATED ENTITIES BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OR INACCURACY OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, THE COST OF PROCUREMENT OF SUBSTITUTED GOODS, SERVICES OR TECHNOLOGIES, OR FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF SUCH PARTY OR ONE OF ITS AFFILIATED ENTITIES WAS ADVISED OF A POSSIBLE THIRD PARTY'S CLAIM FOR DAMAGES OR ANY OTHER CLAIM AGAINST BUYER. In some jurisdictions, some of the foregoing warranty disclaimers or damage limitations may not apply.

7. **EXPORT CONTROL LAWS:** The Products/Trial Units are subject to the export laws and regulations of the United States and other countries. Any diversion or re-export contrary to, or any violation of, applicable export control laws and regulations is prohibited.

8. **ARBITRATION:** Any controversy, dispute or claim in connection with or in relation to the terms and conditions herein (except pertaining to the payment for the Products/Trial Units), including without limitation, their interpretation, construction, coverage, scope, performance, non-performance, breach, termination, validity or enforceability shall be settled, at the request of any party, by arbitration conducted in accordance with the Federal Rules of Civil Procedure, by a sole neutral arbitrator agreed upon by the parties. The arbitration of such issues, including, without limitation, the determination of any amount of damages suffered by any party hereto by reason of the acts or omissions of any party, shall be final and binding upon the parties to the maximum extent permitted by law. The parties intend that this Section shall be valid, binding, enforceable and irrevocable. The place of arbitration shall be Los Angeles, California. No party shall seek punitive damages. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

9. **BUYER'S TRANSFER OBLIGATIONS:** If the Products/Trial Units purchased by Buyer are to be resold or delivered to a third party, Buyer must provide such third party with a copy of this document, all specifications, manuals, catalogs, leaflets and written information provided to Buyer pertaining to the Products/Trial Units.

10. **NON-WAIVER AND SEPARABILITY:** KEYENCE's failure to exercise any right or provision of the terms and conditions herein shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of these terms and conditions to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of these terms and conditions remain in full force and effect.

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.

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

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.
669 River Drive, Suite 403

6 City, state, and ZIP code
Elmwood Park, NJ 07407

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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	3	-	0	0	8	7	3	4	5

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 ▶ 10/7/2021
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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.