



**RESALE CERTIFICATE FOR GOODS
GENERAL FORM 1**

(PLEASE PRINT OR TYPE)

To Williams-Sonoma DTC, Inc./Williams-Sonoma Stores, Inc.

Name of Seller

3250 Van Ness Avenue

Address of Seller

Date of this Certificate

San Francisco

CA

94109

City

State

Postal/ZIP Code

The undersigned hereby certifies the following under the penalties set forth in section 231-36, Hawaii Revised Statutes (HRS), as Purchaser or as an authorized agent or representative of the named Purchaser:

That the Purchaser is the holder of Hawaii Tax Identification No. **GE**----- under the General Excise Tax Law and subject to the taxing jurisdiction of the State.

That the nature and character of the Purchaser's business is:

That this Certificate, until revoked by notice in writing, shall apply to all purchases of tangible personal property which the Purchaser shall purchase from the Seller named above except those orders which the Purchaser specifies by notice in writing that this Certificate does not apply.

That all of the purchases of tangible personal property to which this Certificate applies:

- are purchases for resale at retail or leases under Chapter 237, HRS; **and/or**
- are purchases for resale at wholesale under Chapter 237, HRS;

That the Purchaser, pursuant to section 237-13(2)(F)(i), HRS, and section 18-237-13-02(d)(2)(B), Hawaii Administrative Rules, shall pay to the seller the amount of any additional tax imposed upon the seller with respect to any transactions covered by this certificate.

I declare that the information provided herein is complete and accurate to the best of my knowledge. In addition, by signing this tax exemption form below, I am acknowledging and representing my understanding and acceptance of, and to be bound by, the additional tax terms and conditions set forth below.

Name of Purchaser

Signature

Address of Purchaser

Print Name of Signatory

City State Postal/ZIP Code

Title (Owner, Partner or Member, Officer, or Duly Authorized Agent) Date



Tax Terms & Conditions

For purposes of these Terms and Conditions, “Customer” shall mean the buyer of the products referenced in this tax exemption form.

Taxes

Customer shall comply with all applicable state laws including sales and use tax.

Indemnification

Customer shall indemnify Williams-Sonoma DTC, Inc. (“WSDTC”) or Williams-Sonoma Stores, Inc. (“WSS”), or any of its affiliates, subsidiaries, parent companies, directors, officers, employees and agents for any tax, interest and penalties that are assessed by a taxing or other governmental authority arising from or related to any failure on the Customer’s part to collect and remit legally required tax on tax-exempt purchases.

Invoicing – Sales Tax Billing Errors

If Customer is invoiced sales tax incorrectly, Customer shall claim a tax paid purchase (or similar) credit on their state specific sales tax return for those states which permit the claiming of such credits.

If Customer requires a sales tax refund related to any previous purchases from WSDTC or WSS, a written request including a statement of facts, along with all relevant supporting documentation (e.g., Resales Certificate, etc.), must be submitted within three (3) months of the original invoice date.

Audit Requirements

Customer shall comply with all reasonable requirements and requests of Williams-Sonoma, Inc. (“WSI”), including but not limited to the submission of the state sales tax registration numbers for those states where Customer is sales tax registered and doing business.

In the event that WSI, WSDTC, WSS or any of their affiliates is subjected to any tax audits related to previous sales to the customer on a tax-exempt basis, customer will fully cooperate with WSI in providing all appropriate information, as well as any required documentation, in an effort to meet the tax audit requirements of all tax authorities.

Clear Form

FORM G-17