



## Sales and Use Tax Unit Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

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

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

***Purchaser must state a valid reason for claiming exception or exemption.***

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.

\_\_\_\_\_  
Purchaser's name

\_\_\_\_\_  
Purchaser's type of business

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, state, ZIP code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either Administrative Code Rule 5703-9-10 or 5703-9-25.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with Administrative Code Rule 5703-9-14.

## **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.