



NY Branch

55 Wildcat Way  
Linden, NJ 07036  
Tel: (908) 525-4400 Fax: (908) 474-0401

**CREDIT APPLICATION FORM**

Date: \_\_\_\_\_

Please complete every item (Type or Print)

OFFICE USE ONLY	
SALESPERSON	FOOD N-
BEER N-	WINE N-

Bill To Address	Ship To Address (If Same as bill to, leave it blank)
Name	Trade Name of Business
Address	Address
City State Zip Code	City State Zip Code
Business Phone Number Fax Number	Business Phone Number Fax Number
Contact Person E-Mail Address	Contact Person E-Mail Address

**Business Information**

Applicant is a:

- 1) Corporation                      a) Federal Tax ID No. \_\_\_\_\_                      b) State/Date of Incorporation: \_\_\_\_\_
- 2) Partnership                      Social Security No. \_\_\_\_\_
- 3) Sole Proprietorship              Social Security No. \_\_\_\_\_
- 4) Other (Please describe) \_\_\_\_\_

Type of Business:

Grocery Chain      Grocery      Restaurant      Fast Foods      Institutional      Others (Please describe) \_\_\_\_\_

Business License No. (copy must be attached)      Liquor License No. (copy must be attached)      Beer      Wine      Distilled Spirits

Premises      Name and Address of Landlord      Phone No. of Landlord  
Own      Rent

**Complete the following information for all corporate officers, partners, or an individual**

Name & Title	Name & Title
Home Address	Home Address
City State Zip Code	City State Zip Code
Home Phone No. Fax No.	Home Phone No. Fax No.
Driver's License No. (copy attached) E-mail address	Driver's License No. (copy attached) E-mail address

**Bank Reference (please list additional information on separate sheet)**

Bank Name, Address, City, State & Zip Code	Checking Account No. Savings Account No. Name Shown on Bank Account
Bank Name, Address, City, State & Zip Code	Checking Account No. Savings Account No. Name Shown on Bank Account

**Trade Reference (Please list additional information on separate sheet)**

Name: _____	Street Address: _____	Amount of Credit Line: _____
Contact Person: _____	Phone No: _____	Fax No: _____
Name: _____	Street Address: _____	Amount of Credit Line: _____
Contact Person: _____	Phone No: _____	Fax No: _____

**Office Use Only**

Credit Terms: NET _____ Days	Credit Limit: _____	Approved By: _____	H.O. A/R MGR: _____	Date _____
or C.O.D. _____	Limit: _____	Approved By: _____		Date _____
a) Personal Guarantor Signature: _____	Yes _____	No _____		
b) Guarantor's Social Security Number: _____	Yes _____	No _____		
c) Must list D&B Number if credit terms are given without "Yes" to both a) and b).: _____				
d) Copy of Business License: _____	Yes _____	No _____		
e) Copy of Driver License: _____	Yes _____	No _____		
f) Copy of Resale Certificate: _____	Yes _____	No _____		

**TERMS AGREEMENT**

The undersigned ("Buyer") agrees that all of Buyer's purchases from JFC International Inc. ("Seller") are subject to the following terms and conditions:

1. Buyer will pay Seller all amounts due at Seller's distribution facility from which the goods and services are delivered. No amounts are payable in installments; all amounts are payable in full.
2. Buyer will pay all amounts due to Seller according to the payment terms granted by Seller's credit department, and those terms may be changed or revoked at any time. A Late Charge will be added to any past due amount, which will equal the sum obtained by multiplying the delinquent balance by the lesser of (1) one and one-half percent (1½%) per month or (b) the highest lawful rate permitted under applicable law. Seller can revoke all credit and demand COD or other terms if Buyer's account balance is more than 30 days past due. If Buyer's account becomes delinquent and remains so after 30 days, then, to the greatest extent possible, this Agreement will be recognized as a Security Agreement, and Buyer hereby grants Seller a security interest in all goods purchased by Buyer from Seller.
3. Buyer will pay Seller a Service Charge of \$25 per check for each check returned by Buyer's bank; provided, however, that the Service Charge will not be payable where it would violate applicable usury or other laws.
4. If there is an action or proceeding between Buyer and Seller to enforce this Agreement or any other rights of the parties, including payment of any obligation, the prevailing party will be entitled to recover reasonable attorneys' fees in addition to all other amounts
5. Buyer will immediately notify Seller of any change of ownership of Buyer. Buyer warrants to Seller that all information provided on this form and all financial information provided in order to obtain credit is true, correct, and complete in all material respects, and Buyer authorizes Seller to investigate all references given that pertain to the credit and financial responsibility of Buyer
6. By signing this document, Buyer authorizes the Bank References listed on page 1 to disclose to Seller information regarding the account(s) listed.

"Buyer" \_\_\_\_\_ Credit Terms Requested: \_\_\_\_\_ Buyer Credit Limit Requested: \_\_\_\_\_

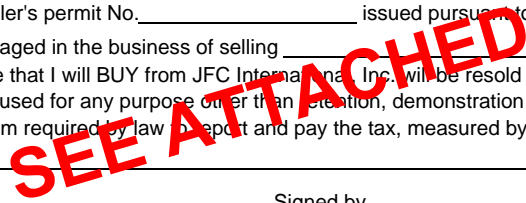
Date \_\_\_\_\_ Print Name \_\_\_\_\_ Signed by \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Print Name \_\_\_\_\_ Signed by \_\_\_\_\_ Title \_\_\_\_\_

**BUYER'S RESALE CERTIFICATE**

I HEREBY CERTIFY that I hold valid seller's permit No. \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law of the state of \_\_\_\_\_, that I am engaged in the business of selling \_\_\_\_\_, that the tangible property described here that I will BUY from JFC International, Inc. will be resold by me in the form of tangible personal property PROVIDED, that if any such property is used for any purpose other than attention, demonstration or display while holding it for sale in the regular course of business, I understand that I am required by law to report and pay the tax, measured by the purchase price of such property.

Property to be purchased: \_\_\_\_\_



Date \_\_\_\_\_ Print Name \_\_\_\_\_ Signed by \_\_\_\_\_ Title \_\_\_\_\_

**INDIVIDUAL PERSONAL GUARANTY**

I, \_\_\_\_\_, in consideration of your extending credit at my request to \_\_\_\_\_ ("Buyer"), personally guarantee prompt payment of any obligation (the "Debt") of Buyer to JFC International, Inc. ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by Buyer to Seller whenever Buyer fails to pay same, it is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for the Debt of Buyer.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default of nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed Debt already or hereinafter contracted for/by Buyer, notice of any modification or renewal of any credit agreement evidencing the Debt hereby guaranteed, notice on any renewal or extension of such Debt, and I expressly consent to any modification or renewal of a credit agreement evidencing the Debt hereby guaranteed and to all renewals or extensions of such Debt. I further waive any right to require Seller to proceed against, or may any effort at collection of the Debt from the Buyer or any other party liable for such Debt.

If there is an action or proceeding among the parties hereto to enforce this Agreement or any other rights of the parties, including payment of any obligation, the prevailing party will be entitled to recover reasonable attorneys' fees in addition to all other amounts. If more than one party signs this Guaranty as guarantor, each guarantor shall be jointly and severally liable for the Debt, and, in all instances herein, the singular shall be construed to include the plural.

EXECUTED AT \_\_\_\_\_ ON \_\_\_\_\_  
City & County Date

GUARANTOR  \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

GUARANTOR  \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_



New York State Department of Taxation and Finance  
**New York State and Local Sales and Use Tax**  
**Resale Certificate**

**ST-120**  
(1/11)

Name of seller			Name of purchaser		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code

Mark an **X** in the appropriate box:  Single-use certificate  Blanket certificate  
 Temporary vendors must issue a single-use certificate.

**To the purchaser:**

You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

**Purchaser information** – *please type or print*

I am engaged in the business of \_\_\_\_\_ and principally sell \_\_\_\_\_  
 (Contractors may not use this certificate to purchase materials and supplies.)

**Part 1 – To be completed by registered New York State sales tax vendors**

**I certify that I am:**

- a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is \_\_\_\_\_
- a New York State temporary vendor. My valid *Certificate of Authority* number is \_\_\_\_\_ and expires on \_\_\_\_\_

**I am purchasing:**

- A.** Tangible personal property (other than motor fuel or diesel motor fuel)
- for resale in its present form or for resale as a physical component part of tangible personal property;
  - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service; or
- B.** A service for resale, including the servicing of tangible personal property held for sale.

**Part 2 – To be completed by non-New York State purchasers**

**I certify that I am** not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction \_\_\_\_\_ and have been issued the following registration number \_\_\_\_\_ (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write **not applicable** on the line requesting the registration number.)

**I am purchasing:**

- C.** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- D.** Tangible personal property for resale that will be resold from a business located outside New York State.

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser	
Signature of owner, partner, or authorized person of purchaser	Date prepared

**Substantial penalties will result from misuse of this certificate.**

# Instructions

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate.

**This certificate is only for use by a purchaser who:**

- A** – is registered as a New York State sales tax vendor and has a valid *Certificate of Authority* issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, or
- B** – is not required to be registered with the New York State Tax Department;
- is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
  - is purchasing items for resale that will be either:
    - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
    - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

**Note:** For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

## Non-New York State purchasers: registration requirements

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered for New York State sales tax.

A business must register (unless the business can rebut the statutory presumption as described in TSB-M-08(3.1)S, *Additional Information on How Sellers May Rebut the New Presumption Applicable to the Definition of Sales Tax Vendor as Described in TSB-M-08(3)S*) for New York State sales tax if the business enters into agreements with residents of New York State under which the residents receive consideration for referring potential customers to the business by links on a Web site or otherwise, and the value of the sales in New York State made by the business through those agreements totals more than \$10,000 in the preceding four sales tax quarters. See TSB-M-08(3)S, *New Presumption Applicable to Definition of Sales Tax Vendor*, and TSB-M-08(3.1)S.

Also see TSB-M-09(3)S, *Definition of a Sales Tax Vendor is Expanded to Include Out-of-State Sellers with Related Businesses in New York State*, for information on sales tax registration requirements for out-of-state businesses with New York affiliates.

A purchaser who is not otherwise required to be registered for New York State sales tax may purchase fulfillment services from an **unaffiliated** New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered for sales tax in New York State.

If you need help determining if you are required to register because you engage in activity in New York State, contact the department (see *Need help?*).

If you meet the registration requirements and engage in business activities in New York State without possessing a valid *Certificate of Authority*, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

## Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractor Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

## To the Purchaser

Enter all the information requested on the front of this form.

You may mark an **X** in the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not mark an **X** in the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary vendors may not issue a blanket certificate. A *temporary vendor* is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

## Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

## To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith;
- in the vendor's possession within 90 days of the transaction; and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

**Invalid exemption certificates** – Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

**Retention of exemption certificates - You must keep this certificate for at least three years** after the due date of the return to which it relates, or the date the return was filed, if later.

## Need help?



**Internet access: [www.tax.ny.gov](http://www.tax.ny.gov)**  
(for information, forms, and publications)



**Sales Tax Information Center:** (518) 485-2889  
To order forms and publications: (518) 457-5431



**Text Telephone (TTY) Hotline**  
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082