

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

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

Office Use Only

H.O. A/R MGR :

Credit Terms: NET _____ Days	Credit Limit: _____	Approved By: _____	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: _____

SEE ATTACHED

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 _____

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: JFC International Inc.

Address: 55 Wildcat Way, Linden, NJ 07036

I certify that:
 Name of Firm (Buyer): _____
 Address: _____

- is engaged as a registered
- Wholesaler
 - Retailer
 - Manufacturer
 - Seller (California)
 - Lessor (see notes on pages 2-4)
 - Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
 (Owner, Partner or Corporate Officer)

Title: _____

Date: _____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as a ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
2. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.
3. California:
 - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
4. The state of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
5. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and an regulations and administrative pronouncements pertaining to resale certificates.
6. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
7. Florida: The Department of Revenue no longer accepts out-of-state sales tax exemption certificates.
8. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
9. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate

or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.

10. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

11. Kentucky: 1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
2. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
3. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.
12. Maine does not have an exemption on sales of property for subsequent lease or rental.
13. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.
14. Michigan: Effective for a period of four years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.
15. Minnesota: A. Does not allow a resale certificate for purchases of taxable services for resale in most situations.
B. Allows an exemption for items used only once during production and not used again.
16. Missouri: A. Purchases who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
17. Nebraska: A blanket certificate is valid 3 years from the date of issuance.
18. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:
a) this certificate was not issued by the State of New Mexico;
b) the buyer is not required to be registered in New Mexico; and
c) the buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component part into a manufactured product.
19. North Carolina: This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.
20. Ohio: A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.

B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.

21. Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-65-7-6 is:

A) Sales tax permit information may consist of:

(i) A copy of the purchaser's sales tax permit; or

(ii) In lieu of a copy of the permit, obtain the following:

(I) Sales tax permit number; and

(II) The name and address of the purchaser;

B) A statement that the purchaser is engaged in the business of reselling the articles purchased;

C) A statement that the articles purchased are purchased for resale;

D) The signature of the purchaser or a person authorized to legally bind the purchaser; and

E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

22. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.

23. Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.

24. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:

(1) The service is purchased for or on behalf of a current customer;

(2) The purchaser of the service does not use the service in any manner; and

(3) The service is delivered or resold to the customer without any alteration or change.

25. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.

26. Washington: A. Blanket resale certificates must be renewed at intervals not to exceed four years;

B. This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."

C. Buyer acknowledges that the misuse of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

27. Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.