

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 <i>(If Same as bill to, leave it blank)</i>
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 <i>(Please describe)</i> | _____ | |

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. <i>(copy attached)</i> E-mail address	Driver's License No. <i>(copy attached)</i> 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

H.O. A/R MGR : _____

Credit Terms: <u>NET</u> Days	Credit Limit: _____	Approved By: _____	Date _____
or <u>C.O.D.</u>	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 _____

State of New Jersey
DIVISION OF TAXATION

SALES TAX
FORM ST-3

PURCHASER'S NEW JERSEY
TAXPAYER REGISTRATION NUMBER*

The seller must collect the tax on a sale of taxable property or services unless the purchaser gives him a fully completed New Jersey exemption certificate.

RESALE CERTIFICATE

To be completed by purchaser and given to and retained by seller. See instructions on back.
Seller should read and comply with the instructions given on both sides of an exemption certificate.

TO _____ Date _____
(Name of Seller)

_____ Address _____ City _____ State _____ Zip _____

The undersigned certifies that:

- (1) He holds a valid Certificate of Authority (number shown above) to collect State of New Jersey Sales and Use Tax.
- (2) He is principally engaged in the sale of (indicate nature of merchandise or service sold):

- (3) The merchandise or services being herein purchased are described as follows:

- (4) The **merchandise** described in (3) above is being purchased: *(check one or more of the blocks which apply)*
 - (a) For resale in its present form.
 - (b) For resale as converted into or as a component part of a product produced by the undersigned.
 - (c) For use in the performance of a taxable service on personal property, where the property which is the subject of this Certificate becomes part of the property being serviced or is later transferred to the purchaser of the service in conjunction with the performance of the service.
- (5) The services described in (3) above are being purchased: *(check the block which applies)*
 - (a) By a seller who will either collect the tax or will resell the services.
 - (b) To be performed on personal property held for sale.

I, the undersigned purchaser, have read and complied with the instructions and rules promulgated pursuant to the New Jersey Sales and Use Tax Act with respect to the use of the Resale Certificate, and it is my belief that the seller named herein is not required to collect the sales or use tax on the transaction or transactions covered by this Certificate. The undersigned purchaser hereby swears under the penalties for perjury and false swearing that all of the information shown in this Certificate is true.

NAME OF PURCHASER* (as registered with the New Jersey Division of Taxation)

(Address of Purchaser)*

Type of Business*

By _____
(Signature of owner, partner, officer of corporation, etc.)* (Title)

INSTRUCTIONS FOR USE OF RESALE CERTIFICATES - ST-3

1. Registered sellers who accept fully completed exemption certificates within 90 days subsequent to the date of sale are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate. The following information must be obtained from a purchaser in order for the exemption certificate to be fully completed:
 - Purchaser's name and address;
 - Type of business;
 - Reasons(s) for exemption;
 - Purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number;
 - If a paper exemption certificate is used (including fax), the signature of the purchaser.

The seller's name and address are not required and are not considered when determining if an exemption certificate is fully completed. A seller that enters data elements from paper into an electronic format is not required to retain the paper exemption certificate.

The seller may, therefore, accept this certificate as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption. If it is determined that the purchaser improperly claimed an exemption, the purchaser will be held liable for the nonpayment of the tax.

2. **Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection.
3. **Acceptance of an exemption certificate in an audit situation** – On and after October 1, 2011, if the seller either has not obtained an exemption certificate or the seller has obtained an incomplete exemption certificate, the seller has at least 120 days after the Division's request for substantiation of the claimed exemption to either:
 1. Obtain a fully completed exemption certificate from the purchaser, taken in good faith, which, in an audit situation, means that the seller obtain a certificate claiming an exemption that:
 - (a) was statutorily available on the date of the transaction, and
 - (b) could be applicable to the item being purchased, and
 - (c) is reasonable for the purchaser's type of business; OR
 2. Obtain other information establishing that the transaction was not subject to the tax.

If the seller obtains this information, the seller is relieved of any liability for the tax on the transaction unless it is discovered through the audit process that the seller had knowledge or had reason to know at the time such information was provided that the information relating to the exemption claimed was materially false or the seller otherwise knowingly participated in activity intended to purposefully evade the tax that is properly due on the transaction. The burden is on the Division to establish that the seller had knowledge or had reason to know at the time the information was provided that the information was materially false.

4. **Additional Purchases by Same Purchaser** - This certificate will serve to cover additional purchases by the same purchaser of the same general type of property. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and New Jersey, Federal, or out of state registration number for purpose of verification.
5. **Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 90th day following the date of the transaction to which the certificate relates.

EXAMPLES OF PROPER USE OF RESALE CERTIFICATE

- a. A retail household appliance store owner issues a Resale Certificate when purchasing household appliances from a supplier for resale.
- b. A furniture manufacturer issues a Resale Certificate to cover the purchase of lumber to be used in manufacturing furniture for sale.
- c. An automobile service station operator issues a Resale Certificate to cover the purchase of auto parts to be used in repairing customer cars.

EXAMPLES OF IMPROPER USE OF RESALE CERTIFICATE

In the examples below, the seller should not accept Resale Certificates, but should insist upon payment of the sales tax.

- a. A lumber dealer can not accept a Resale Certificate from a tire dealer who is purchasing lumber for use in altering his premises.
- b. A distributor may not issue a Resale Certificate on purchases of cleaning supplies and other materials for his own office maintenance, even though he is in the business of distributing such supplies.
- c. A retailer may not issue a Resale Certificate on purchases of office equipment for his own use, even though he is in the business of selling office equipment.
- d. A supplier can not accept a Resale Certificate from a service station owner who purchases tools and testing equipment for use in his business.

REPRODUCTION OF RESALE CERTIFICATE FORMS: Private reproduction of both sides of Resale Certificates may be made without the prior permission of the Division of Taxation.

FOR MORE INFORMATION: Call the Customer Service Center (609) 292-6400. Send an e-mail to: nj.taxation@treas.state.nj.us. Write to: New Jersey Division of Taxation, Information and Publications Branch, PO Box 281, Trenton, NJ 08695-0281.