



Credit Application

200 Paris Avenue
 Northvale, New Jersey 07647 USA
 Tel: (201) 750-1040
 Toll Free: (800) BUY-RIVET (USA)
 Credit Fax: (201) 750-1050

Your cooperation in providing this information is greatly appreciated; we look forward to a long and prosperous relationship. Please Print Legibly.

Legal Business Name		Phone Number	
DBA		Fax Number	
Billing Address			
City		State	Zip
Corporate Data			
Officers Names: _____		Year Established	Federal ID Number
AP Contact:	UPS Account # (for collect shipments)	Sales Tax Exempt #	Dun & Bradstreet (DB)Number
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other <input type="checkbox"/> _____			

TRADE REFERENCES:

Company Name		Account Number	Phone Number
Address		Fax Number	
City	State	Zip	
Company Name		Account Number	Phone Number
Address		Fax Number	
City	State	Zip	
Company Name		Account Number	Phone Number
Address		Fax Number	
City	State	Zip	

BANKING INFORMATION:

Bank Name			Phone Number
Address			Fax Number
City		State	Zip
Account Officer / Contact	Checking Account Number	Savings Account Number	Loan Number

Signature of Officer _____	Title _____	Date: _____
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This application must be completed in full in order to be processed.

In making this application for credit, the customer agrees to pay all invoices within 30 days from date of invoice. In the event a suit is necessary to collect any amount, the Customer agrees to pay the Seller's reasonable Attorney fees and costs including any Attorney's fees for appeal.



INDUSTRIAL RIVET & FASTENER CO.

MANUFACTURING - IMPORT - DISTRIBUTION - LOGISTICS

Credit Policy and Terms of Sale

TERMS

PAYMENT: NET 30 DAYS FROM INVOICE DATE

DELIVERY: F.O.B. Industrial Rivet & Fastener Co. Warehouse

CLAIMS: Industrial Rivet & Fastener Co. (IRF) does not accept responsibility for material sent directly to our customer's platers or picked up by the platers or any heat treating and/or other secondary operation. IRF is not responsible for any costs relating to secondary operations.

All claims must be in writing within 10 days from receipt of material and are limited to the amount of invoice.

It is the customer's responsibility to inspect the material for production quality, shortages, mixture of sizes, etc. before it is processed.

IRF will not accept the return of any goods without an approved return authorization issued by Industrial Rivet.

Material must be returned in IRF's original container.

Returns, at no fault of IRF, are subject to a restocking charge and any prepaid freight charges.

No deductions or adjustments are permitted without IRF's prior authorization.

LIABILITY: Material that was shipped by Industrial Rivet and is found to be defective or incorrectly shipped by IRF will be replaced if available from IRF's inventory. Amount of the claim is limited to the invoice value. Claims for labor, alternate purchase, extra freight or other expenditures will not be accepted by IRF.

By signing below, your company understand the Terms and Conditions of sale offered by IRF.

The above terms and conditions may only be amended or modified by an instrument in writing executed by both parties. Any other Terms and Conditions that are expressed or implied by your company or through any purchase order acknowledgements your company may require may not be accepted by IRF. It is understood that any Terms and Conditions other than the Terms and Conditions expressed in this document must be submitted in writing. IRF will only acknowledge a change to these Terms and Conditions if agreed to in writing by an officer of IRF.

A waiver by IRF related to any of the above Terms and Conditions under this agreement shall not be deemed to be a waiver of any other Terms and Conditions expressed in this document.

Acknowledged by: _____

Title: _____

Signature: _____

Date: _____



**State of New Jersey
DIVISION OF TAXATION**

**SALES TAX
FORM ST-3**

RESALE CERTIFICATE

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

PURCHASER'S NEW JERSEY
TAXPAYER REGISTRATION NUMBER

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)

By

(Signature of owner, partner, officer of corporation, etc.)

(Title)

INSTRUCTIONS FOR USE OF RESALE CERTIFICATES - ST-3

- 1. Good Faith** - To act in good faith means to act in accordance with standards of honesty. In general, registered sellers who accept exemption certificates in good faith are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate.

In order for good faith to be established, the following conditions must be met:

- (a) Certificate must contain no statement or entry which the seller knows is false or misleading;
- (b) Certificate must be an official form or a proper and substantive reproduction, including electronic;
- (c) Certificate must be filled out completely;
- (d) Certificate must be dated and include the 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; and
- (e) Certificate or required data must be provided within 90 days of the sale.

The seller may, therefore, accept this certificate in good faith 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.

- 2. Improper Certificate** - Sales transactions which are not supported by properly executed exemption certificates are deemed to be taxable retail sales. In this situation, the burden of proof that the tax was not required to be collected is upon the seller.
- 3. Correction of Certificate** - In general, sellers have 90 days after date of sale to obtain a corrected certificate where the original certificate lacked material information required to be set forth in said certificate or where such information is incorrectly stated.
- 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.