

Fittings That Fit Inc.

615 N. Third Ave., Covina, CA. 91723
Phone: (626)859-2325, FAX: (626)859-2374

RESELLER CREDIT APPLICATION

Legal Business Name _____ Trade Name – DBA _____

Phone # _____ Fax # _____

Billing Address _____ City, State, Zip _____

Shipping Address _____ City, State, Zip _____

Business is a: Corporation LLC Partnership Proprietorship Year Started _____ State of Org. _____

Federal I.D. # _____ Dun & Bradstreet # _____ Website Address _____

Main Business Focus: Contractor Distributor Project Bidder

Manufacturer/OEM Retail Wholesaler Other _____

Are you a: Subsidiary Division

Parent Company Name _____

Address _____

City _____ State _____ Zip Code _____

Do you require a purchase order # before we accept an order? Yes No

A/P Contact Name and Phone # _____

E-mail Address _____

Estimated Monthly Purchases \$ _____

Terms Requested COD Company Check Credit Card (Visa, Master Card, American Express only)

(Indicate Preference) COD Post Dated Check Net Terms – Credit Line Requested \$ _____

BANK AND TRADE REFERENCES MUST BE COMPLETED TO BE CONSIDERED FOR NET TERMS

*****CURRENT YEAR END FINANCIAL STATEMENTS REQUESTED WHEN OVER \$20,000 CREDIT LINE ISSUED*****

Financial statements must include a balance sheet and income statement and unaudited statements must be signed and dated by an owner/officer.

Check One Principal Partner Proprietor

Name _____ Social Security # _____

Home Address _____ Driver's License # _____

City _____ State _____ Zip Code _____

Home Phone _____ E-mail Address _____

Have you ever filed for bankruptcy? Yes No If yes, please attach explanation

Information should be supplied for each Principal or Partner on separate attached sheets.

Bank References

Name _____ Contact Name _____ Phone # _____

Address _____ City, State, Zip _____ Date Opened _____

Checking # _____ Savings # _____ Loan # _____

Separate Financial Authorization to Release Confidential Information must be completed, signed and submitted in order for application to be complete.

Trade References (Major Suppliers)

1. Name _____	Contact _____	Phone # _____
Credit Terms _____	Credit Limit _____	Fax # _____
2. Name _____	Contact _____	Phone # _____
Credit Terms _____	Credit Limit _____	Fax # _____
3. Name _____	Contact _____	Phone # _____
Credit Terms _____	Credit Limit _____	Fax # _____

By submitting this application and agreement, including any financial statements and additional information, the entity identified above ("Customer") is applying to Fittings That Fit Inc. ("FTF") to obtain trade credit. By your signature below, you represent that Customer is a valid business entity and that you are an authorized representative of Customer with authority to enter into contractual agreements. You agree to the credit policies established from time to time by FTF and further agree that all sales of FTF products to Customer shall be governed by FTF's terms and conditions. Customer agrees to make payment in full to FTF for all amounts due according to FTF's invoice on or before the net due date. Customer hereby grants FTF a perfected security interest in any and all goods purchased by Customer from FTF (and all proceeds thereof) to secure any and all obligations of Customer to FTF, including but not limited to any obligation of payment. Customer hereby appoints FTF as its attorney-in-fact to make, execute and endorse any note, check, draft, money order, instrument, or other medium of payment and authorizes FTF to affix Customer's name to any other document to enforce this security interest. FTF is authorized to file and record any financing statements in its discretion. You acknowledge that if Customer should default in any payment(s), FTF reserves the right to declare all invoice amounts due and payable without notice to Customer and shall have the right to charge a finance fee of 1-1/2% (or the highest rate allowed by law, if less) per each 30 day period, or part thereof, for any invoice that is past due. In the event FTF should commence any action or actions, or otherwise seek to enforce this agreement against Customer, Customer agrees to pay reasonable attorney(s) fees, court and other collection expenses incurred by FTF, whether or not suit is filed. This agreement is not transferable or assignable without prior written consent of FTF and you agree to inform FTF in writing prior to any changes in the legal name and form of Customer. On behalf of Customer, you certify that all information provided in connection with this application is, and that all information subsequently provided to in connection with this application or the credit extended to Customer by FTF shall be, true and correct in all material respects and you acknowledge that FTF will be relying on such information with respect to making decisions regarding Customer's terms of credit. You hereby consent to FTF obtaining information about you personally and Customer from credit reporting agencies and other sources FTF deems appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting Customer's account. You acknowledge FTF reserves the sole discretion and right to decline, change or revoke the terms of credit provided to Customer. You agree to provide FTF with a valid and correct tax exemption certificate applicable to the product ship-to location prior to acceptance by FTF of any order and to indemnify FTF against liability for any and all sales or other similar taxes, however designed, associated with any order.

Authorized Individual (Print Name)	Signature	Title	Date
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INDIVIDUAL PERSONAL GUARANTEE

I, _____, residing at _____
(Guarantor's name) (Home address)

For good and valuable consideration, including the extension of credit to the Customer identified on this application from which I will benefit, do hereby unconditionally guarantee and promise to pay in full on demand any and all obligations of Customer to FTF without regard for any claim of setoff, counterclaim or defense. I hereby waive notice of sales to Customer, and of the terms thereof, and of non-payment or other default or dispute with Customer. I hereby waive any right to a jury trial and consent to all renewals and modifications of terms of sale or credit. This is a continuing and irrevocable guaranty that shall remain effective and enforceable regardless of any change in the form, composition, nature, personnel or location of Customer and I hereby subordinate any indebtedness of Customer to me to that of Customer to FTF. I recognize that my individual credit history may be a necessary factor in the evaluation of this Guaranty and hereby consent to and authorize the use of a consumer credit report on me by FTF, as a business credit grantor, from time to time as needed in the ongoing credit evaluation process. In the event FTF should commence any action or actions, or otherwise seek to enforce this Guaranty against me, I agree to pay reasonable attorney(s) fees, court costs and other expenses incurred by FTF in said action, whether or not suit is filed. I agree that a facsimile copy of this Guaranty shall be considered an original and admissible in a court of law to the same extent as the original document. This Guaranty shall inure to the benefit of FTF and its successors and assigns and shall bind my heirs, executors, personal representatives, administrators and other successors.

Date _____ Signature _____

SSN _____ Birth date _____

Fittings That Fit Inc.
615 N. Third Ave., Covina, CA. 91723
Phone: (626)859-2325, FAX: (626)859-2374

FINANCIAL AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

Dear Customer,

In order for us to check your bank references, please complete this form to release the following information to Fittings That Fit Inc. for the purpose of extending credit.

The information will be kept in the strictest confidence. Please complete the form along with your signature and fax back to Fittings That Fit Inc.

Thank you for your cooperation.

Company Name _____

Company Address _____

Bank Name _____

Bank Address _____

Bank Phone # _____ Contact Person _____

Bank Fax # _____

Bank Account # 1. _____

Loan Account # 2. _____

Authorized Signature _____ Date _____

Print Name _____ Title _____

Fittings That Fit Inc.
615 N. Third Ave., Covina, CA. 91723
Phone: (626) 859-2325, FAX: (626)859-2374

NOTE: This form is **NOT VALID** for the following states: IN, LA*, NY, VA, WY
 (*LA not valid for wholesalers)
 Please request a valid form by calling 800-200-0274

Uniform Sales & Use Tax Certificate

Customer # _____

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: Fittings That Fit inc.

I Certify that

Legal Name of Firm _____

Is engaged as a registered:

Doing Business As _____

Wholesaler _____

(Buyer)

Retailer _____

Address _____

Manufacturer _____

Seller (CA) _____

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 service 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** _____

*****IF NOT COMPLETED – FORM WILL NOT BE ACCEPTED*****

General description of tangible property or taxable services to be purchased from the seller – **All computer related equipment and software**

State – State Registration, Seller's Permit or ID Number of Purchaser.		
AK _____	KS _____	NY <u>State Form ST-120 Required</u>
AL ² _____	KY ²⁴ _____	OH ²⁵ _____
AR _____	LA _____	OK ¹⁶ _____
AZ ²² _____	MA _____	OR <u>No State Sales Tax</u>
CA ³ _____	MD ¹⁰ _____	PA ² _____
CO ¹ _____	ME ⁹ _____	RI ¹⁷ _____
CT ⁴ _____	MI ¹¹ _____	SC _____
DC ⁵ _____	MN ¹² _____	SD ¹⁸ _____
DE <u>No State Sales Tax</u>	MO ¹² _____	TN _____
FL ²³ _____	MS _____	TX ¹⁹ _____
Signed FL Annual Resale Certificate Must Be Attached	MT <u>No State Sales Tax</u>	UT _____
GA ⁶ _____	NC ²⁵ _____	VA <u>State Form ST-10 Required</u>
HI ^{1,7} _____	ND _____	VT _____
IA _____	NE ¹⁴ _____	WA ²⁰ _____
ID _____	DE <u>No State Sales Tax</u>	WI ²¹ _____
IL ^{1,8} _____	NM ^{1,15} _____	WV _____
IN <u>State Form ST-105 Required</u>	NE ¹⁴ _____	WY _____
	NJ _____	

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 cancelled 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.

Phone _____ Authorized Signature _____

(Owner, Partner or Corporate Officer)

Fax _____ Title _____

Date _____

THIS MUST BE RETURNED!

Instructions Regarding Uniform Sales & Use Tax Certificates

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 an 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, lessor, buyer, lessee or the representative thereof may be punished by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes

1. The States of Colorado, Hawaii, Illinois and New Mexico do not permit the use of the certificate to claim a resale exemption for the purchase of a taxable service for resale.
2. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
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, §1668 (Sales and Use Tax Regulation 1668, Resale Certificates.)
 - B. By the 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 the 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. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. Stat. §§ 12-410(5) and 12-411 (14) and any regulations and administrative pronouncements pertaining to resale certificates.
5. 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.
6. 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.
7. 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 to 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.
8. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch. 1, § 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 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.

9. Maine does not have an exemption on sales of property for subsequent lease or rental.
10. 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 organization 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.
11. Michigan: effective for a period of three 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.
12. Minnesota:
 - A. Does not allow a resale exemption 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.
13. Missouri:
 - A. Purchasers 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 paragraphs of the above instructions.
14. Nebraska: A blanket certificate is valid 3 years from the date of issuance.

15. New Mexico: For transaction 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 of 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 incorporation as an ingredient or component part into a manufactured product.

16. 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 documentation", which is one of the three requirements that must be met prior to the vendor being relieved of liability. The two other 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 710:65-7-9 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:
 - a) Sales tax permit number, and
 - b) 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 a 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.

17. 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.

18. South Dakota: Services that 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 considered 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 furnished a resale certificate that the seller accepts in "good faith". In order for the transaction to be a sale for resale, the following conditions must be present:
 - A. The service is purchased for or on behalf of a current customer,
 - B. The purchaser of the service does not use the service in any manner, and
 - C. The service is delivered or resold to the customer without any alteration or change.

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

20. 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 misuse of the resale privilege claimed on the certificate is subject to the legally prescribed penalty of fifty percent of the tax due, in addition to the tax, interest and any other penalties imposed by law.

21. 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.

22. Arizona: This certificate is not valid as an exemption certificate. This certificate is for use when making sales of tangible personal property for resale in the ordinary course of business, pursuant to A.R.S § 42-1238, burden of providing sale not at retail.

23. Florida: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Florida sales and use tax registration number. A purchaser cannot extend this certificate to seller for transactions occurring prior to the date of the purchaser's registration in Florida. The effective date of the purchaser's registration in Florida must be noted on the face of the certificate.

24. Kentucky:
 - A. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
 - B. 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").
 - C. 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.

25. 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.

26. Ohio:
 - A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling 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.

27. 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.