



PO Box 11727 | Syracuse, NY 13218-1727
Phone: 315 478-5761 or 800 627-1660
Fax: 315 478-4926 or 888 478-4926

ACCOUNT CREDIT APPLICATION

THIS FORM MUST BE FILLED OUT COMPLETELY

DATE: _____

The undersigned company is applying for credit with and agrees to abide by the standard terms and conditions of as printed on page 2.

Company Name: _____

DBA (If different): _____

Contact Person: _____ Owner: _____ Office Manager: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email: _____ Phone: _____ Fax: _____

Federal Tax ID: _____ State Tax ID: _____

Type of Business: _____ No. of Employees: _____ Date Est.: _____

Types of Products You Will Purchase: _____

Type of Account: Credit Card (Use Credit Card Authorization Form)

Kimber's Credit Account (Use Page 2 of this Form)

 Requested Credit Amount: \$ _____

Type of Business: Corporation Partnership Sole Proprietorship

State of Incorporation: _____

Names, Titles, and Addresses of Your Three Chief Corporate Officers/Partners:

Have you ever had credit with us before? Yes No

If Yes, Under What Name?: _____

Authorized Purchasers: _____

Purchase Order Required?: Yes No



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Trade Reference 1 Name: _____

Address: _____

Phone: _____

Trade Reference 2 Name: _____

Address: _____

Phone: _____

Trade Reference 3 Name: _____

Address: _____

Phone: _____

Bank Reference Name of Bank: _____ Account Number: _____

Phone: _____

Contact Person: _____

Address: _____

I represent that the above information is true and is given to induce to extend credit to the applicant. My company and I authorize to make such credit investigation as sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and on page 3 and agree to all of these terms and conditions.

Printed Name: _____ Authorized Signature: _____

Title: _____ Date: _____

General Terms and Conditions and Personal Guarantee

I hereby personally guarantee payment to Kimber's, Inc. and its divisions, of any obligation of the Company and we hereby agree to bind ourselves to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed. We also agree and consent that jurisdiction and venue for all claims of either Kimber's, Inc. or dealer or guarantor with respect to each other shall be in Onondaga County, New York

Signature (Owner): _____ Witness: _____



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CREDIT CARD AUTHORIZATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY **DATE:** _____

By signing this form, I authorize Kimber’s, Inc. to charge my credit card by the terms checked below. This authorization will stay in effect until I cancel it in writing.

- COD:** To be charged each day as purchases are made.
- Weekly:** To be charged weekly if previous approval has been granted.
- Monthly:** On approved credit terms. To be billed on the _____ of each month.
- Past Due:** To be charged in the event my account is past due.

CREDIT CARD INFORMATION

Type of Card: VISA Master Card Discover American Express

Name as Appears on Card: _____

Credit Card Number: _____

Expiration Date: _____ Security Code: _____

American Express: 4-digit number on the front of card.
Master Card, VISA, Discover: 3-digit number on back

Billing Address: _____

City: _____ State: _____ ZIP: _____

Card Holder’s Authorized Signature: _____



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IN CONSIDERATION OF CREDIT EXTENDED OR TO BE EXTENDED BY KIMBER'S TO DEALER UNDER GENERAL CREDIT TERMS AND UNDER EXTENDED CREDIT TERMS. (PURSUANT TO SEASONAL STOCKING PLANS), THE PARTIES AGREE.

1. Subject to the terms and conditions hereof, Kimber's will sell merchandise to Dealer pursuant to Dealer's orders which must be accepted by Kimber's at its home office. Kimber's may reject any order or any portion thereof. Kimber's shall endeavor to ship promptly such orders as it shall accept, but it shall not be liable for delay or failure to ship for any reason.
2. To secure the payment of all obligations now or hereafter due by Dealer to Kimber's, Dealer hereby grants Kimber's a purchase money security interest in and to all merchandise purchased from Kimber's, hereinafter referred to as "Collateral".
3. Unless in default hereunder, Dealer may retain possession of the Collateral and may sell same in the ordinary course of its business, cash or credit; provided, however, that the invoice amount due for each item sold shall be promptly remitted to Kimber's in strict accord with invoice terms, and for credit against Dealer's account balance.
4. Dealer agrees, so long as it is indebted to Kimber's, that:
 - a) For open accounts, the Due Date on all invoices shall be the 10th day of the following month. Special term orders will be listed on the invoice and monthly statement only. They are due as indicated with no offsets.
 - b) Dealer shall pay all sums due to Kimber's on or before invoice "due date", and upon default thereof, Dealer will pay Kimber's a finance charge of 2% per month computed on any overdue balance. (No delinquency charge will be imposed upon amounts paid in accord with the billing Due Date listed above.)
 - c) Dealer shall maintain insurance on the collateral insuring against loss due to theft, fire and casualty and shall provide evidence of such insurance upon request by Kimber's.
 - d) Dealer shall pay all taxes and assessments upon the collateral and shall keep the Collateral free of liens and encumbrances.
 - e) In addition, Dealer will, on request, report to Kimber's on the status of any Collateral purchased under any Seasonal Stocking Plan.
 - f) Dealer shall keep all collateral in new condition and shall not remove the Collateral from its place of business. Dealer will notify Kimber's promptly of any move or additional place of business.
5. The following shall constitute default hereunder: maintenance by Dealer of any overdue balance to Kimber's; Dealer's failure to observe or perform any agreement referenced in paragraph (4) above; finding by Kimber's that any information furnished by Dealer was materially false or misleading; institution of any bankruptcy or insolvency proceeding by or against Dealer; or if Kimber's deems its security inadequate or its prospect of payment insecure. In such event Kimber's shall have the right, at its election, to declare the unpaid balance of any amount due Kimber's immediately due and payable in such event Kimber's may take possession of any Collateral and may sell same in accordance with the terms of the Uniform Commercial Code. Upon default Dealer shall pay all reasonable expenses (including attorney fees) incurred by Kimber's in preserving or liquidating the Collateral or in connection with the collection of any sums due by Dealer.
6. KIMBER'S WARRANTS TITLE TO ALL PRODUCTS WHICH IT SELLS, BUT MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED. KIMBER'S SHALL HAVE NO RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCURRED BY DEALER FOR LOSS OF REVENUE, TIME OR INCONVENIENCE, OR FOR ANY OTHER REASON, DUE TO THE FAILURE OF ANY PRODUCT TO PERFORM AS REPRESENTED. It is agreed and understood by Dealer that all merchandise purchased from Kimber's is for the purpose of resale; that all such merchandise bears the written warranty of others; and that Dealer will look solely to the manufacturer or other warrantor for satisfaction of all warranty claims.
7. This agreement shall be governed by and construed in accordance with the laws of New York.

Resale Certificate



Single-use certificate **Blanket certificate** Date issued _____

Temporary vendors must issue a single-use certificate.

Seller information - please type or print

Seller's name		
Address		
City	State	ZIP code

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.

Part 3 - Certification

I, the purchaser, understand that:

- I may not use this certificate to purchase items or services that are not for resale.
- If I purchase tangible personal property or services for resale, but I use or consume the tangible personal property or services myself in New York State, I must report and pay the unpaid tax directly to New York State.
- I will incur tax liabilities, in addition to penalty and interest, for any misuse of this certificate.

Please type or print

Purchaser's name as it appears on the sales tax registration		Name of owner, partner, or officer of corporation, authorizing the purchase	
Street address		Purchaser's signature	
City	State	ZIP code	Title

Substantial penalties will result from misuse of this certificate.

Instructions For Use of Resale Certificates

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.

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 in New York State. If you need help determining if you are required to register because you engage in some other activity in the State, contact the Department (see the **Need Help** section). However, a purchaser who is not otherwise required to be registered in New York 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 in New York State.

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, *Contractors 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 check the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not check 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.

If you intentionally issue a fraudulent exemption certificate, you will become liable for penalties and interest, in addition to the sales tax initially due. Some penalties that may apply:

- 100% of the tax due
- \$50 for each fraudulent exemption certificate issued
- a misdemeanor penalty consisting of fines not to exceed \$10,000 for an individual or \$20,000 for a corporation
- loss of your Certificate of Authority

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?

Tax information: 1 800 972-1233
 Forms and publications: 1 800 462-8100
 From outside the U.S. and outside Canada: (518) 485-6800
 Fax-on-demand forms: 1 800 748-3676
 Internet access: <http://www.tax.state.ny.us>
 Hearing and speech impaired: 1 800 634-2110