



**Archtech Electronics Corporation**

[www.archtech.net](http://www.archtech.net)

117A Docks Corner Rd., Dayton, NJ 08810

Tel: (732) 355-1288

Fax: (732) 355-1008

Outside N.J. (800) 288-1688 Tel:

## BUSINESS CREDIT APPLICATION

Date: \_\_\_\_\_

Credit Line / Term Requested: \_\_\_\_\_

### INSTRUCTIONS:

1. Complete all sections (missing information will delay processing).
2. Sign appropriate sections on the form.
3. Provide financial statement.
4. ATTACH A COPY OF A VOIDED COMPANY CHECK.

Legal Name of Business: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_  
STREET P.O. BOX CITY/STATE ZIP

Business Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_ Fed Tax I.D. #: \_\_\_\_\_

Corporation       Sole Prop       Partnership

Name and Address of Headquarters: \_\_\_\_\_

Nature of Business: Date Started: \_\_\_\_\_

Invoices Required?  Yes  No Monthly Statement Required?  Yes  No

Your estimated annual sales/revenue? \$ \_\_\_\_\_

Number of Employees: Office: \_\_\_\_\_ Field: \_\_\_\_\_

Duns#: \_\_\_\_\_ SIC#: \_\_\_\_\_

Taxable       Non-taxable      If tax-exempt, tax exempt certificate must be provided.

Are the owners also involved in any other business?       Yes       No

If yes, Name(s) of Business(es): \_\_\_\_\_

Who should AEC contact regarding purchasing?: \_\_\_\_\_

Special Billing Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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PRINCIPALS:

Full Name	Home Address & Phone #	Position	SS#
1). _____	_____	_____	_____
2). _____	_____	_____	_____
3). _____	_____	_____	_____

SUPPLIERS REFERENCES:

*Please do not use the following companies as trade references: Tech Data, Merisel, Ingram Micro, Cisco, Dell, Toshiba. These companies will not offer trade references.*

Name	Address & Phone #	Account #
1). _____	_____	_____
2). _____	_____	_____
3). _____	_____	_____

Bank (Checking): \_\_\_\_\_

ENCLOSE VOIDED COMPANY CHECK

**TERMS AND CONDITIONS OF SALE**

1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or through Archtech Electronics Corporation whether or not materials are delivered by or through Archtech Electronics Corporation and sales billed to separate job accounts.
2. Archtech Electronics Corporation hereby sells to purchaser and purchaser hereby purchases all items, subject to the terms set forth herein below. All orders are based on the quotation and, if placed within 30 (thirty) days from date of quotation, and accepted by Archtech Electronics Corporation, will be billed at the prices quoted. All prices are FOB shipping point unless otherwise specified in writing by an agent of Archtech Electronics Corporation. The prices quoted are subject to additional Federal, State, or Local taxes.
3. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer's shipping error, or any other error, purchaser agrees to hold Archtech Electronics Corporation harmless for any delay and agrees to make payment in full for said goods.
4. All materials delivered must be examined and inspected by the purchaser upon receipt. For all materials examined and inspected upon receipt any claim of shortage and/or damage must be made at time of delivery. Where purchaser and/or his agent cannot examine and inspect material upon receipt, any and all claims must be made within 3 (three) working days of delivery. Any claims made after the prescribed time period shall be honored as determined by Archtech Electronics Corporation.
5. Stocked and non-stocked items, which are defective, may not be returned without prior authorization for credit or replacement. Credit for properly returned stock items will be given when material is received. Non-stock items cannot be returned without a restock fee. Restocking charges imposed by the manufacturer will be charged to the customer. Credit for properly returned non-stock items shall be given when Archtech Electronics Corporation receives credit from the manufacturer. Material ordered by Archtech Electronics Corporation incorrectly and/or shipped incorrectly by the manufacturer and returned to Archtech Electronics Corporation will not be subject to restocking charge. All returns must be accompanied with the original invoice number of purchase for reference. Archtech Electronics Corporation must be furnished with the reason for return of any item.
6. Purchaser agrees that his/her sole remedy available for any default arising out of the sale and/or use of any and all materials purchased shall be the return of said materials purchased for a full refund. Purchaser acknowledges that no suit will be brought against, or shall



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include, Archtech Electronics Corporation where either consequential or incidental damages are sought.

7. At the election of Archtech Electronics Corporation any claim or controversy shall be settled by either binding arbitration or by any court of competent jurisdiction located for New Jersey customers in Middlesex County.

8. On all matters referred by Archtech Electronics Corporation to their attorneys for collection and as to any disputes arising herein, purchaser agrees to pay 33 1/3% of the principal amount due for attorney's fees, plus costs, and expert witness fees.

9. Purchaser agrees that Archtech Electronics Corporation shall not be responsible for any manufacturer's shipping defect. Purchaser further agrees to hold Archtech Electronics Corporation harmless for any manufacturer's shipping defect or any injury to person(s) due to said defects.

10. Archtech Electronics Corporation makes NO WARRANTIES express or implied, including without limitation, WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of such materials. Further, all MATERIALS DELIVERED ARE DELIVERED "AS IS" AND "WITH ALL FAULTS." Any contradictory statement made by an employee of the Archtech Electronics Corporation shall have no effect or bearing, and the terms contained herein shall control.

11. Title for all goods and/or materials remains with Archtech Electronics Corporation until paid for in full by the purchaser. Should purchaser take action under Title 11 of the United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid for in full. Purchaser agrees to keep the materials fully insured until paid for in full.

12. The risk of loss of any goods and/or materials shall pass to the purchaser as soon as the said goods and/or materials are delivered to the purchaser at its place of business or any other place designated by the purchaser for delivery.

13. Purchaser agrees that any unpaid balance 30 (thirty) days past due from statement date shall be charged 2% per month interest (24% per annum). Terms of sale are 10th prox n/25th.

14. Purchaser represents and warrants that the information provided herein is true and complete. Further, purchaser authorizes Archtech Electronics Corporation to make all inquiries it deems necessary to verify the information provided above, including credit report information, with regard to each and every person or entity that is a party to this transaction and the principals of the entity applying for credit.

15. Purchaser agrees that the materials sold on account constitute a single interdependent contract.

16. Purchaser waives his/her/its homestead exemption as well as all requirements or rights with regard to notice, demand, presentation or protest and, further appoint any attorney at law to appear in any court of record, for the purpose of confessing judgment in any court of competent jurisdiction in favor of Archtech Electronics Corporation for the unpaid balance on purchaser's account, including interest, costs and attorney's fees in the amount of thirty-three and one-third percent (33 1/3%) of the principal amount due, and further consents to immediate execution of said judgment.

**IMPORTANT NOTICE**

**THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION, WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE.**

Purchaser acknowledges that he/she has read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_



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**GUARANTY**

In order to induce Archtech Electronics Corporation (Company) to extend credit to, or otherwise become the creditor of the person or business applying for credit herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/WE hereby unconditionally PERSONALLY GUARANTEE to the Company the prompt payment of every claim of the Company that may hereafter arise.

I/WE do also unconditionally PERSONALLY GUARANTEE payment of all reasonable costs of collection, including but not limited to, thirty-three and one-third percent (33 1/3%) attorney's fees, court costs, and 2% per month (24% per annum) interest on the unpaid balance of any Thirty (30) days past due.

This is a continuing GUARANTY and shall remain in full force until revoked by Guarantor by notice in writing by certified mail/return receipt requested to the Company. Such revocation shall be effective only as to claims of the Company that arise out of transactions entered into after the Company's receipt of said notice. This GUARANTY shall cover the renewals of any claims guaranteed by this instrument or extensions of time for payment hereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. The GUARANTY is, and shall remain, binding upon the heirs, estate representatives, successors, and assigns of Guarantor(s).

This GUARANTY is independent of any other guaranty or rights that Archtech Electronics Corporation may have with respect to the above noted debt. The undersigned hereby agrees to the terms contained in the Business Credit Application completed on behalf of the person or business applying for credit and consents to any modifications or renewals of the terms of credit between the Company and the person or business applying for credit.

The Guarantors hereby waive his/her/its homestead exemption as well as all requirements or rights with regard to notice, demand, presentation, or protest and further appoint any attorney at law to appear in any court of record to appear in the circuit court for Middlesex County for the purpose of confessing a judgment in favor of Archtech Electronics Corporation for the balance due, costs, interest at 24% per annum, attorney's fees in the amount of thirty-three and one-third percent (33 1/3%) of the principal amount due, and further consents to immediate execution of said judgment.

**IMPORTANT NOTICE**

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Guarantor acknowledges that he/she has read and AGREES TO ALL OF THE ABOVE TERMS SET FORTH HEREIN.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ SS# \_\_\_\_\_  
No Titles

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ SS# \_\_\_\_\_  
No Titles

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ SS# \_\_\_\_\_  
No Titles

State of New Jersey  
DIVISION OF TAXATION

SALES TAX  
FORM ST-3

RESALE CERTIFICATE

PURCHASER'S NEW JERSEY  
CERTIFICATE OF AUTHORITY NUMBER

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.

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 vendor 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** - In general, a seller or lessor who accepts an exemption certificate in "good faith" is relieved of liability for collection or payment of tax upon transaction covered by the certificate. The question of "good faith" is one of fact and depends upon a consideration of all the conditions surrounding the transaction. A vendor is presumed to be familiar with the law and the regulations pertinent to the business in which he deals.

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

- (a) The certificate must contain no statement or entry which the seller or lessor knows, or has reason to know, is false or misleading.
- (b) The certificate must be an officially promulgated certificate form or a substantial and proper reproduction thereof.
- (c) The certificate must be dated and executed in accordance with the published instructions, and must be complete and regular in every respect.

The vendor may, therefore, accept this "good faith" Resale Certificate as a basis for exempting sales to the signatory purchaser provided that:

- (d) The purchaser's Certificate of Authority number, indicating that the purchaser is registered with the New Jersey Division of Taxation, is entered on the face of the Certificate.
  - (e) The purchaser has entered all other information required on the form.
  - (f) The vendor has no reason to believe that the property to be purchased is of a type not ordinarily used in the purchaser's business for the purpose described in this Certificate.
- 2. Improper Certificate** - Sales transactions which are not supported by properly executed 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.
  - 3. Correction of Certificate** - In general, sellers have 60 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 Certificate of Authority number for purpose of verification.
  - 5. Retention of Certificates** - Certificates must be retained by the seller for a period of not less than three years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the vendor and available for inspection on or before the 60th 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 to customer cars.

### EXAMPLES OF IMPROPER USE OF RESALE CERTIFICATE

In the examples below, the vendor 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.

Have a question? Write: **DIVISION OF TAXATION, Taxpayer Information Service, CN-269, Trenton, NJ 08646-0269.**



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**BANK INFORMATION RELEASE FORM**

I hereby authorize a representative of \_\_\_\_\_  
(Bank) to release requested information concerning our company checking  
Account(s) # \_\_\_\_\_ and # \_\_\_\_\_ to  
Archtech Electronics Corporation for the purpose of establishing a company  
Check payment relationship.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Bank Phone # : \_\_\_\_\_

Bank Fax # : \_\_\_\_\_

ENCLOSE VOIDED COMPANY CHECK