



www.merrimacindustrial.com

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## Credit Application

\*Please print or type

\*Incomplete forms will not be processed

Company Name: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone: _____	Fax: _____	
Ship To: _____		
City: _____	State: _____	Zip: _____
Type of Business:	<input type="radio"/> Sole Ownership	<input type="radio"/> Partnership <input type="radio"/> Corporation
Years in Business: _____		
A/P Contact: _____	Phone: _____	

Partners or Corporate Officers	
1 - Name, Title, Phone:	_____
2 - Name, Title, Phone:	_____
3 - Name, Title, Phone:	_____

Bank Reference	
Bank: _____	Phone: _____
Address: _____	
Contact: _____	Acct#: _____

Trade References				
*Your Trade References sheet is acceptable, <b>provided it includes a Fax# and Contact.</b>				
Company	Town/City, State	Contact	Fax#	Phone#
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

**MERRIMAC INDUSTRIAL SALES  
STATEMENT OF TERMS AND AGREEMENT**

I (We) the undersigned, agree to the following conditions:

1. I (We) warrant that the information provided on this application is true and correct.
2. I (We) will notify you immediately of any changes in our business structure as stated here.
3. I (We) will pay all invoices according to your stated terms – Net 30 days.
4. I (We) agree to pay a late charge of 1.5% per month if there is a delinquency in payment.
5. I (We) will, if collection is required, pay attorney fees, court costs or collection agency fees incurred.
6. I (We) agree to pay a \$25.00 service fee for any checks returned as uncollectible.
7. I (We) agree that unless goods are returned within seven (7) days of delivery, said goods are deemed accepted by me (us).
8. I (We) agree that Massachusetts law applies to this agreement and we agree to submit to the jurisdictions of Massachusetts should collection be required.
9. I (We) agree to remit sales tax (if any) directly to the State, except MA and CT.

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

Applicant's Signature : \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**PERSONAL GUARANTEE**

To induce you to sell merchandise and extend credit on an open account to the applicant named, I hereby personally and unconditionally guarantee the payment of any indebtedness which may from this date forward or any time thereafter be owed to you by the said applicant.

I understand that in consideration for and in reliance on this personal guarantee, you will extend credit on an open account to the applicant.

In return for the above stated consideration, I acknowledge that this personal guarantee of credits is binding upon me as an individual and I do sign this as an individual not in any representative capacity.

All prior notice of default and demand for payment are hereby waived.

This guarantee shall continue in full force and effect until such time as I give you written notice of revocation by certified mail. Such notice of revocation shall be ineffective as to any existing indebtedness or as to any transaction commitment previously undertaken by you in reliance upon this guarantee.

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

Guarantor's Signature : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Guarantor's Address : \_\_\_\_\_

Social Security No : \_\_\_\_\_

Witness : \_\_\_\_\_

\* Application is incomplete unless the Statement of Terms and Agreement is signed.



# Form ST-4 Sales Tax Resale Certificate

Name of purchaser \_\_\_\_\_ Social Security or Federal Identification number \_\_\_\_\_

Address \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of business in which purchaser is engaged: \_\_\_\_\_

Type of tangible personal property or service being purchased (be as specific as possible): \_\_\_\_\_

Name of vendor from whom tangible personal property or services are being purchased: \_\_\_\_\_

**Merrimac Industrial Sales**

Address **111 Neck Road** City/Town **Haverhill** State **MA** Zip **01835**

I hereby certify that I hold a valid Massachusetts Vendor's Registration, issued by the Commissioner of Revenue, pursuant to Massachusetts General Laws, Chapter 64H, section 7, and that I am in the business of selling the kind of tangible personal property or services being purchased under this certificate, and that I intend to sell such property or services in the regular course of my business.

**Signed under the penalties of perjury.**

Signature of purchaser \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Check applicable box:**  Single purchase certificate  Blanket certificate

### Notice to Vendors

1. Massachusetts General Laws assume that all gross receipts of a vendor from the sale of tangible personal property and services are from sales subject to tax, unless the contrary is established. The burden of proving that a sale of tangible personal property or service by any vendor is not a retail sale is placed upon the vendor unless he/she accepts from the purchaser a certificate declaring that the property or service is purchased for resale.
2. A resale certificate relieves the vendor from the burden of proof only if it is taken in good faith from a purchaser who is engaged in the business of selling tangible property or services and who holds a valid Massachusetts sales tax registration.
3. The good faith of the vendor will be questioned if he/she has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property or services. For example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling the kind of merchandise or service he/she is purchasing under this certificate would constitute grounds to question the good faith of the vendor.
4. The vendor must make sure that the certificate is filled out properly and signed before accepting it.
5. The vendor must retain this certificate as part of his/her permanent tax records.

If you have any questions about the acceptance or use of this certificate, please contact: **Massachusetts Department of Revenue, Customer Service Bureau, PO Box 7010, Boston, MA 02204, or call (617) 887-MDOR or toll-free, in-state 1-800-392-6089.**

### Notice to Purchasers

1. This certificate is to be used when the purchaser intends to resell the tangible personal property or service in the regular course of business. Manufacturers claiming an exempt use of the materials, tools and fuel which will be used in the manufacture, processing or conversion of tangible personal property should use Form ST-12, Exempt Use Certificate. Tax-exempt organizations making purchases for other than resale are to use Form ST-5, Exempt Purchaser Certificate.
2. The purchaser must hold a valid Massachusetts vendor registration. If you need to apply for a registration, go to [www.mass.gov/dor](http://www.mass.gov/dor) and click on WebFile for Business to complete an online application for registration.
3. This certificate must be signed by and bear the name and address of the purchaser and his/her Federal Identification number. This certificate must also indicate the type of tangible personal property purchased and resold by the purchaser.
4. If a purchaser who gives a certificate makes any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business, such property will be subject to the Massachusetts sales or use tax, as of the time the property is first used by him/her.
5. If you are engaged in a service activity, and are unsure as to the eligibility of the tangible personal property being purchased for resale, see the regulation on Service Enterprises, 830 CMR 64H.1.1.
6. For further information about the use of resale certificates, see the regulation on Resale and Exempt Use Certificates, 830 CMR 64H.8.1.

**Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.**

**This form is approved by the Commissioner of Revenue and may be reproduced.**