



Credit Application

Fax to: 215.618.0786

Email to: creditapps@pjponline.com

CUSTOMER

TRADE NAME _____ FULL LEGAL BUSINESS NAME _____
 PHYSICAL ADDRESS _____ CITY _____ STATE _____ ZIP _____
 Federal Tax I.D. #: _____
 MAILING ADDRESS _____ CITY _____
 STATE _____ ZIP _____
 PHONE _____ FAX _____ EMAIL _____
 PJP SALES REP # _____ SALES REP NAME _____ EST. PURCHASE VOLUME _____ PER
 MONTH [] YEAR []

PRINCIPALS

If Corporation, Name Officers / If Partnership Name All Partners / If LLC, Name All Members / If Sole Proprietorship, Name Owner
 NAME, TITLE SSN / DATE OF BIRTH / DRIVERS LICENSE # RESIDENCE ADDRESS PHONE

TRADE REFERENCES

Please List 4 References

SUPPLIER NAME ADDRESS ACCOUNT # PHONE

CONTACT PERSON FOR BILLING

NAME _____ TITLE _____
 PHONE _____ FAX _____ EMAIL _____

HOW LONG IN OPERATION _____ HOW LONG AT CURRENT LOCATION _____

ANY OTHER LOCATIONS/BUSINESSES: YES [] NO [] IF LESS THAN 3 MONTHS, PRIOR
 BUSINESS _____

YEAR OPENED _____ UNTIL _____ LIST REFERENCES ABOVE FOR PREVIOUS BUSINESSES

BUILDING OWNED [] LEASED [] TYPE OF BUSINESS: [] CORPORATION [] PARTNERSHIP [] LLC
 [] PROPRIETORSHIP

NAME OF LANDLORD / MORTGAGE CO _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BANK INFORMATION

NAME / ADDRESS OF BUSINESS BANK _____

CITY _____ STATE _____ ZIP _____ PHONE _____ FAX _____

[] CHECKING [] SAVINGS [] LOAN ACCOUNT # _____

PERSONAL GUARANTEE

The undersigned guarantor(s), in consideration of the extension of credit terms by Penn Jersey to the above named Customer, and intending to be legally bound hereby, do(es) hereby consent to all Terms and Conditions of the Credit Agreement which are incorporated herein by reference, and irrevocably guarantees payment in full of all present and future indebtedness of the above named Customer to Penn Jersey, including any and all charges, costs and attorney's fees, as specified in the foregoing Credit Agreement, and waives any presentment, demand, protest and any other form of notice from Penn Jersey regarding Customer's obligation to Penn Jersey. Further, I/we understand that this is a personal guarantee. Any indication after my/our name which indicates that I/we are signing this Guarantee in anything other than my/our personal capacity shall have no effect on my/our personal responsibility to Penn Jersey and shall be deemed a nullity.

Guarantor Signature: _____

Address: _____

Print Name: _____

CREDIT AND GUARANTEE AGREEMENT

THIS CREDIT AND GUARANTEE AGREEMENT (“Credit Agreement” or “Agreement”) is made between Penn Jersey Paper Co.(hereinafter “Penn Jersey”) and Customer (as identified in the Credit Application) (hereinafter collectively the “parties”). Customer agrees that all purchases made by Customer on and after the date hereof are subject to the following terms and conditions (hereinafter “Terms and Conditions”):

1. Penn Jersey hereby extends to Customer credit in the amount of all invoices to customer for which advance or C.O.D. payment is not required. Customer agrees that all amounts due Penn Jersey shall be payable to it per the stated terms on each invoice. All sums not paid within invoice terms are subject to a delinquency charge of 1 1/2% per month (18% per annum) of the unpaid balance. All Customer payments returned as unpaid are subject to a \$30.00 charge.
2. Customer shall pay all collection agency fees and costs, plus the greater of Penn Jersey’s actual attorney fees or 25% of all sums due Penn Jersey, plus costs.
3. Customer certifies the accuracy of all information in the Credit Application. The decision to grant or deny credit to Customer in any amount is within the sole discretion of Penn Jersey. Customer authorizes Penn Jersey to contact and verify all bank and credit references.
4. Pennsylvania law governs this Agreement. All actions to enforce this Agreement, for breach of this Agreement, or for any disputes between Customer and Penn Jersey shall be brought in the federal or state courts of Pennsylvania, County of Philadelphia, and the parties consent to personal jurisdiction in Pennsylvania.
5. The parties hereby waive their right to a jury trial.
6. This Agreement may not be assigned by Customer without the prior written authorization of Penn Jersey.
7. Each party represents and warrants that the individual signing this Agreement is fully authorized to do so and to bind it/him/her hereby, and that a copy shall have the same force and effect as an original signature.
8. This Agreement contains the entire agreement between the parties, and the terms of this Agreement are contractual and not recitals. No statements, inducements or representations, oral or written, not expressed herein have been relied upon by any party hereto. This Agreement may not be amended except by a writing signed by all parties.

IN WITNESS WHEREOF, and intending to be legally bound the parties hereto have set their respective hands and seals this ____ day of _____, 2____.

CUSTOMER:

BY: _____

*For: Penn Jersey Paper Co.
9355 Blue Grass Road
Philadelphia, PA 19114*

BY: _____

*Printed name: _____
Title, if any: _____*

**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
CERTIFICATE OF AUTHORITY 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 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 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, Technical Services, Taxpayer Services Branch/OCE, PO Box 281, Trenton, NJ 08695-0281



**9355 Blue Grass Road
Philadelphia, PA 19114
Phone: 800-992-3430 • Fax: 215-618-0786
www.pjponline.com**

BANK AUTHORIZATION FORM

ACCOUNT # _____

BANK NAME _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____

I, _____ hereby authorize the above mentioned bank to disclose the following account information for the sole purpose of establishing credit terms with Penn Jersey Paper Company.

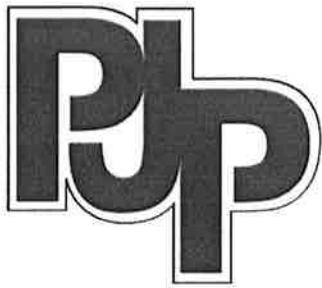
Request for bank credit information.

The above account has given your bank as a reference in applying for credit. All information will be held in strict confidence.

We would greatly appreciate your assistance in completing the information above.

Regards,

Lisa Furia-Cruz
Controller
Penn Jersey Paper Company
9355 Blue Grass Road
Philadelphia, PA 19114



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Philadelphia, PA 19114
Phone: 800-992-3430 • Fax: 215-618-0786
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CREDIT CARD AUTHORIZATION FORM

I hereby give the written authorization to Penn Jersey Paper Company to use the following credit card information for the sole purpose of processing outstanding invoices incurred from purchases made.

COMPANY NAME _____

OWNER/PRINCIPAL SIGNATURE _____

TITLE _____

DATE _____

CREDIT CARD

CREDIT CARD NUMBER _____

EXPIRATION DATE _____ CVV # _____

NAME ON CARD _____

CARD TYPE: AMERICAN EXPRESS VISA MASTERCARD DISCOVER

SUBJECT to 3.5%
Processing Fee

SUBJECT to 3.0%
Processing Fee