



WEISS BROS. of Hagerstown, Inc.

18038 Oak Ridge Drive – Hagerstown MD 21740

Phone 301-739-3069 – 800-878-9347 – Frederick Area 301-663-5234

Fax 301-739-3157 www.weissbros.com

APPLICATION FOR CREDIT

Date: _____

Weiss Bros Sales Rep: _____

Business Name: _____

Trade Name (if different): _____

BILLING ADDRESS

SHIPPING ADDRESS

Street: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

OWNERSHIP

Type of Ownership (circle): Sole Proprietor Partnership Corporation LLC LLP Non-Profit Gov't

Tax Payer Identification Number: _____

State Tax #: _____ Tax Exempt #: _____

Owner's Name #1: _____

Home Address: _____

E-mail: _____

Owner's Name #2: _____

Home Address: _____

E-mail: _____

Purchasing Agent: _____ E-mail: _____

Payables Contact: _____ E-mail: _____

SIC Code: _____

If you would like to request an open line of credit with Weiss Bros, please complete the following information.

TRADE REFERENCES (OTHER THAN BANKS, CREDIT CARD CO.'S OR UTILITIES)

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact: _____ Acct#: _____

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact: _____ Acct#: _____

Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Contact: _____ Acct#: _____

BANK REFERENCE

Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Contact: _____ Acct#: _____

Days and hours of operation: _____
In business since: _____ Estimated monthly purchases: _____
Invoicing preference (circle one): Fax Email
Fax #: _____ E-mail address: _____

TERMS OF SALE

- The undersigned (Customer) agrees to the following terms of sale:
1. Orders to be delivered have a \$200.00 minimum (subject to change without notice);
 2. With approved credit, the Customer agrees to pay for invoices within 30 days from the invoice date;
 3. Orders for amounts that exceed the Customer's determined credit limit will not be shipped until payment terms are mutually agreed upon;
 4. The Customer agrees to pay service charges in the amount of 1-1/2% per month on outstanding balances over 30 days;
 5. The Customer will reimburse Weiss Bros for any bank fees received for checks returned to due insufficient funds;
 6. A 20% restocking fee will be charged for returned merchandise;
 7. The Customer agrees that a Washington County, Maryland court will be an acceptable venue for the resolution of any billing disputes;
 8. The Customer agrees to pay for any expenses Weiss Bros incurs in collecting unpaid debt, including but not limited to attorney's fees, collection agent fees and court costs;
 9. By signing below, the Customer agrees to the above terms of sale and authorizes Weiss Bros to periodically obtain credit and bank information for the purpose of establishing, investigating or maintaining a credit relationship with them.

Authorized Signature: _____ Date: _____
Name (print): _____ Title: _____

PERSONAL GUARANTEE

The undersigned individual in consideration of Weiss Bros of Hagerstown, Inc.'s extension of credit to the above Customer hereby agrees to personally guarantee any and all obligations of the applicant and the company. This guaranty shall be continuing and unlimited and may be terminated only on 30 days' written notice to the company. The company may exercise its rights under this guaranty without first taking any action against the applicant. The undersigned waives notice of default and non-payment, and consents to the extension or modification of credit terms to the applicant without notice.

Signature: _____ Date: _____
Name (print): _____

Witness Signature: _____ Date: _____
Name (print): _____



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Please answer the following questions:

1. Will you accept backorders if an item is out of stock? YES NO
2. Will you accept substitutions of an item? YES NO
3. Invoice Preference? FAX EMAIL

(please print)

Name _____

Email or Fax _____

The attached copy of the state tax exemption certificate must be filled out or we are required to charge tax on ALL items. It is state law that we must keep these copies on file.

If you have any questions about your credit application, please contact our Accounts Receivable Department at ext. 152

Thank you for your patronage.

I understand that this certificate may not be used to make tax free purchases of items or services which are not for an exempt purpose and that I will pay the Consumers Sales or Use Tax on tangible personal property or services purchased pursuant to this certificate and subsequently used or consumed in a taxable manner. In addition, I understand that I will be liable for the tax due, plus substantial penalties and interest, for any erroneous or false use of this certificate.

NAME OF PURCHASER	STREET ADDRESS	
SIGNATURE OF OWNER, PARTNER, OFFICER OF CORPORATION, ETC.	CITY	
TITLE	STATE	ZIP CODE

GENERAL INSTRUCTIONS

An Exemption Certificate may be used only to claim exemption from tax upon a purchase of tangible personal property or services which will be used for an exempt purpose as stated on the front of this form.

A purchaser may file a blanket Exemption Certificate with the vendor to cover additional purchases of the same general type of property or service. However, each subsequent sales slip or purchase invoice evidencing a transaction covered by a blanket Exemption Certificate must show the purchaser's name, address and Business Registration Certificate Number for purposes of certification.

INSTRUCTIONS FOR PURCHASER

To purchase tangible personal property or services tax exempt, you must possess a valid Business Registration Certificate and you must properly complete this Exemption Certificate and present it to your supplier. To be properly completed, all entries on this Exemption Certificate must be filled in.

Your Business Registration Certificate (and any duplicates) may be suspended or revoked if you or someone acting on your behalf willfully issues this certificate for the purpose of making a tax exempt purchase of tangible personal property and/or services that is not used in a tax exempt manner (as stated on the front of this form).

When property or services are purchased tax exempt with an Exemption Certificate, but later used or consumed in a non exempt manner, the purchaser must pay Sales or Use Tax on the purchase price.

The willful issuance of a false or fraudulent Exemption Certificate with the intent to evade Sales or Use Tax is a misdemeanor.

Your misuse of this Certificate with intent to evade the Sales or Use Tax shall also result in your being subject to:

**A penalty of fifty percent of the tax that would have been due
had there not been a misuse of such certificate.**

This is in addition to any other penalty imposed by the Law.

In the event you make false or fraudulent use of this Certificate with intent to evade the tax, you may be assessed for the tax at any time subsequent to such use.

INSTRUCTIONS FOR VENDOR

At the time the property is sold or the service is rendered, you must obtain from your customer this Certificate, properly completed, (or a Direct Pay Permit number issued by the West Virginia Department of Tax and Revenue), or the sale will be deemed a taxable sale, unless the property or service sold is exempt per se from Sales Tax. Your failure to collect tax on such taxable sale will make you personally liable for the tax, plus penalties and interest.

Additional information may be required to substantiate that the sale was for exempt purposes. In order for this Certificate to be properly completed, it must be issued by a purchaser who has a valid Business Registration Certificate and must have all entries completed by the purchaser.

A timely received certificate which contains a material deficiency will be considered satisfactory if such deficiency is subsequently corrected.

You must keep this certificate for at least three years after the due date of the last return to which it relates, or the date when such return was filed, if later.

You must maintain a reasonable method of associating a particular exempt sale to a customer with the Exemption Certificate you have on file for such customer.

INSTRUCTIONS FOR VENDOR AND PURCHASER

If you, as vendor or as a purchaser, engage in any business activity in West Virginia without possessing a valid Business Registration Certificate (and you do not clearly qualify for an exemption), you shall be subject to a penalty in an amount not exceeding \$100 for the first day on which such sales or purchases are made, plus an amount not exceeding \$100 for each subsequent day on which such sales or purchases are made.

Please begin using this Certificate immediately.