



ProX Live Performance Gear New Dealer Application

Thank you for your interest in becoming a dealer of ProX Live Performance Gear. ProX is a manufacturer that deals in wholesale manufacturing and distributes directly to local and online retail outlets. We don't deal with end users, and we sell only to approved dealers and resellers. ProX require dealers to purchase minimum of **\$10,000 annually** to keep the dealership active. **\$2,500 Minimum first order** amount for established accounts. To become a dealer please fill out below form, include your **Valid State Resale Tax certificate**. New Jersey accounts must submit a current NJ ST-3 Certificate. **Initial bottom of pages where indicated!**

ProX is a manufacturer that only sells products to approved dealers. We don't sell directly to end-users, artists, influencers, or online salesperson(s). We reserve the right to refuse sales and services to anyone at our discretion according to state laws and may result in termination of the dealer account. Although you may have a copy of our dealer price list it does not entitle you to become a dealer, place an order or promote yourself as any authorized dealer unless you fill out the dealer application and get approved by our accounts management department.

Date: _____
 NEW APPLICATION UPDATE APPLICATION Rep Firm: _____ Rep Name: _____
Company's Legal Name: _____
DBA: _____
Date Business Started: _____ Country: _____ State: _____
Type of Ownership: Corporation State: _____ Sole Proprietorship Partnership LLC Other Type: _____
State Tax Resale Number: _____ EIN# / Social Security#: _____

A RESALE TAX CERTIFICATE MUST BE ATTACHED TO YOUR APPLICATION

Business Billing Address: _____
City: _____ State: _____ Zip: _____ Country: _____

Business Shipping Address (if different): _____
City: _____ State: _____ Zip: _____ Country: _____

Shipping Address Type: Warehouse Retail Store Commercial with loading dock Commercial Liftgate Required
 Shopping Center Residential Storage Limited Access Other: _____

Company Phone#: _____ Emergency Cell#: _____
Fax#: _____ Email: _____

Contact For Account Payable: _____
Store Front? Yes No Website: Yes No Web Address: _____

Business Type: Wholesale Retail Contractor Installation Ecommerce
Brief description of the business: _____
How did you hear about us? _____
Have you ever bought any ProX Products from other dealers or distributors? _____

Company Principals Responsible for Business Transactions

1) Title: _____ First Name: _____ Middle: _____ Last: _____
Email: _____
2) Title: _____ First Name: _____ Middle: _____ Last: _____
Email: _____



Authorized Purchaser / Buyer's Name

First: _____ Last: _____ Email: _____

First: _____ Last: _____ Email: _____

First: _____ Last: _____ Email: _____

Sales Team Names

First: _____ Last: _____ Email: _____

First: _____ Last: _____ Email: _____

Bank Information

Bank Name and Branch: _____ Checking Account Number: _____

Contact Name and Title: _____ Phone #: _____ Email: _____

Bank Address: _____ City: _____ State: _____

Zip: _____

TRADE REFERENCES (Manufacturers or distributors you are purchasing directly)

**We reserve the right to contact the manufacturers / distributors*

Company Name	Contact Name	City & State	Phone	Fax	Email
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____

I hereby certify that the information in this dealer/credit application is correct. The information included in this application is for use by Xstatic Pro, Inc. dba ProX Live Performance Gear to determine the amount and conditions of company check approval and qualification as a ProX dealer. I understand that Xstatic Pro, Inc. may also utilize other sources of financial/business information which it considers necessary in making this determination. Further, I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist Xstatic Pro, Inc. (ProX) in establishing these approvals. Buyer agrees to be bound by terms and conditions of sales set forth by Xstatic Pro, Inc. A finance charge of 2% per month will be charged to accounts not paid within terms plus any collection costs including attorney fees.

SIGNATURE

PRINT FULL NAME

DATE



CREDIT CARD AUTHORIZATION FORM

I HEREBY AUTHORIZE Xstatic Pro, Inc. dba ProX Live Performance Gear TO KEEP MY SIGNATURE ON FILE AND TO CHARGE/DEBIT MY CREDIT CARD FOR ON ALL MY ORDERS AND ANY OTHER DUE BALANCES IN THE FUTURE. EACH TRANSACTION INCURS A 3% CREDIT CARD CONVIENIENCE FEE.

I UNDERSTAND THIS FORM IS VALID UNLESS I CANCEL THE AUTHORIZATION THROUGH WRITTEN NOTICE TO ProX /Xstatic Pro, Inc. BY CERTIFIED MAIL.

I UNDERSTAND THAT MY SIGNATURE ON THIS CONTRACT, IN WRITTEN OR DIGITAL FORMAT WILL SERVE AS MY AUTHORIZED SIGNATURE FOR CREDIT CARD TRANSACTIONS.

VISA MASTERCARD

CREDIT CARD NUMBER: _____

EXPIRES: _____ / _____ CSV#: _____

**For multiple credit cards please fill out more authorization forms as needed*

Company Name as it appears on the card: _____

First, Last Name as it appears on the card: _____

Billing address of the card: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email: _____

Being the Cardholder or Authorized Purchasing Party, by signing below I understand and agree to the terms & conditions set forth by Xstatic Pro, Inc. and agree to pay and specifically authorize Xstatic Pro, Inc. to charge this credit card on all orders for the products and services provided. Xstatic Pro, Inc. will provide me with an Invoice statement detailing all my charges. Returned goods or cancelled orders are subject to a 20% re-stocking fee, Less shipping charges. A finance charge of 2% per month will be charged to past due accounts not paid within terms plus any collection cost including attorney fees.

I certify that all information on this application is true and accurate.

Credit Card Signature Authorization: _____

Print Name: _____ Date: _____

**Please note you can save 3% CCP and We accept ACH, PayPal Friends and Family, and company check.*



DEALERSHIP TERMS AND CONDITIONS: Welcome and thank you for applying to be a ProX Live Performance Gear® Dealer! This document will provide you with all necessary information to manage your Dealer Account transaction parameters with ProX Direct, such as Shipping, Returns, Support, etc.

MISSION: Our mission is to provide high quality, professional grade equipment to you, at the best competitive possible price, and provide the tools & assistance you need to be a profitable ProX Live Performance Gear® Vendor.

HOURS OF OPERATION: Our office hours are Monday through Friday 10am - 6:00pm. Eastern Time. Saturday & Sunday closed.

TERMS AND CONDITIONS: Prospective dealers must first submit this dealership application, a valid state resale certificate number, and secure approval from ProX prior to any product purchases from ProX or representing yourself as a ProX Dealer. Dealers must abide by Xstatic Pro, Inc. / ProX enforced MAP (Minimum Advertised Price) policy. No exceptions! Payment of Local, State, and other taxes are the responsibility of the dealer/account holder. All approved Dealers are expected to uphold and promote the ProX Brand in the proper, high caliber representation for which we are known and design our products to exemplify. Refusing an order will automatically result in the account being put on PREPAID terms. Prices are F.O.B. Bayonne, NJ 00702 except for qualified free freight orders.

ORDERING: When placing your order please provide the method of payment and shipping. Minimum OPENING order with a minimum of 5 SKU's or \$2500 represented required. First order shipped will be prepaid only. All prices and specifications are subject to change without notice. Minimum reorder: \$100.00 for established accounts only. Upon processing your order, our accounts receivable will contact you to process your preferred method of payment.

Purchase Orders: All orders require a P.O. submitted with your account and order information (including any in-house PO or Tracking numbers you use in notes). You may submit these via the following methods: FAX, email, phone, and through your Online Dealer Account Portal order form.

WEBSITE PO: login at https://www.proxdirect.com/users_login account and use our Ordering Cart.

. FAX Number: 718-237-2318

. Direct Phone: 718-237-2299

. Email Direct: info@proxdirect.com or Your Company Sales Rep

These consist of:

1. CREDIT/DEBIT CARDS: Pay as You Go with Visa or MasterCard, 3% convenience fee applies. Signed transaction authority form required.
2. ACH: Please contact ProX sales representative for bank account information.
3. PAYPAL: We will process each purchase individually through PayPal.com invoicing. 3%. PayPal processing fees apply. Payments can also be made via PayPal, friends, and family with NO Additional fee.
4. Company Check: Completing your Dealer Application and establishing an account with ProX does not automatically approve you for payment by check. You may fill out our Credit Card Authorization form to keep a card on file for expedited automatic billing.
5. Any extensions of credit will require a separate Personal Guarantee document. (No Exceptions)
6. Pre-Pay by Check orders require one week for fulfillment or verified clearance of payment. We accept scanned images of checks via email. *Contact us for more information
7. COD COMPANY CHECK: COD Company Checks with prior approval by our credit department. COD. orders are payable by cashier's check or money order unless pre-approved for company check. COD. orders will be shipped only via UPS or FedEx. No COD orders will be shipped via common carriers.
8. RETURNED CHECKS: A fee of \$50.00 will apply to all returned checks. We reserve the right to re-evaluate the account terms after any incidence of returned checks or dishonored credit cards.

SHIPPING:

. Drop Shipments may be requested and will be made at the sole discretion of ProX. A Drop Ship fee of \$5.00 will apply. ProX prefers dealers provide us with shipping labels or provide UPS / FedEx Account. We follow your instructions to add insurance, signature required for all dropships

. Shipping via FedEx, UPS, or Truck Freight. Local delivery is available within 5 miles of our warehouse location, with a minimum purchase of \$800.00. There will be a service charge of \$15.00 for local delivery.



SHIPPING & HANDLING BY FREIGHT: Standard Freight excludes extra service charges such as lift gate service, limited-access location, inside deliveries, redelivery, appointment, and residential delivery charges. ProX will invoice you if any additional service requested by receiver. If this is a dropship contact your customer and tell them DO NOT REQUEST AN ADDITIONAL SERVICE.

Any Discrepancies or Damages Found should be noted on the delivery BOL before accepting the shipments. ProX is not Responsible for shipments that received damage.

FREE SHIPPING TERMS: We cover freight charges on most qualifying products on orders over \$3500 (US) net or more. Only applies to in-stock items, if delivered within the contiguous 48 states.

**Not applicable on back-order products, international, and shipments to Alaska & Hawaii.*

**To qualify for our free freight, offer some orders may be subject to approval depending on your location. Orders being shipped to locations that require fees for lift gate, limited access, residential address, or any other fees are subject to cancellation.*

**In the event shipping expense exceeds 10% of your total invoice, all extra shipping costs will be billed to you.*

EXAMPLE:

Your Invoice = \$4000

Shipping cost = \$450

We pay 10% = \$400

Your balance = \$50

If you desire other shipping options, please specify shipping instructions when placing orders. Otherwise, we will ship best way at our discretion. No free freight on back orders, international shipments, and shipments to Alaska & Hawaii. Freight excludes extra service charges such as over size, tail gate lift, limited access, and residential delivery charges. Free Shipping orders are shipped best way! Transit Time Varies

ADDITIONAL FEES: NOT ALL ORDERS ARE QUALIFIED FOR FREE FREIGHT – Orders that require extra service charges such as “Oversize” and additional fees (Lift Gate, Limited Access, and Residential delivery) the dealer assumes responsibility and will be automatically charged to the order. LIFT TOWERS Fantek® and Fenix® are not qualified for free freight or shipping discounts. A/V CABLES Over \$500 USD net qualify for free freight* delivered within the contiguous 48 states

**FREE Freight excludes multi-outlet power cables and residential delivery charges.*

CREDIT CARD: A convenience fee of 3% will be charged on all credit/debit card.

REFUNDS: Returned items are subject to a 3% fee

RETURNS: Restocking fees range from 15% to 25% for returned items.

Cancelled orders once pulled in warehouse are subject to a 20% re-stocking fee.

ACCOUNT STATUS: All currently registered dealers are required to maintain a purchase order of \$10,000 annually. ProX is a manufacturer that only sells products to approved dealers. We don't sell directly to end-users, artists, influencers, or online salesperson(s). To maintain authorized dealer status. We reserve the right to refuse sales and services to anyone at our discretion *For international orders please contact your ProX sales representative for more information. Clientes internacionales, por favor de contactar su representante de ProX para obtener más información. Although you may have a copy of our dealer price list it does not entitle you to become a dealer, place an order or promote yourself as any authorized dealer unless you fill out the dealer application and get approved by our accounts management department. For more information read our updated Terms and Conditions.

WARRANTY:

- . Please visit <https://www.proxdirect.com/support/warranty-terms> for complete Limited Warranty terms.
- . Warranty valid only in the United States only. International Distributors will handle warranty claims in their countries.
- . Our limited warranty strictly covers manufacturing defects in material and workmanship.
- . Warranty period begins from the date of retail purchase. Proof of purchase required!
- . The limited warranty can be amended or changed by ProX at any time without notice.

All warranty claims are judged under the terms of the current limited warranty. There is no “grandfathering” of previous terms and conditions from the time of product purchase through the time of the claim.



LIMITED WARRANTY: (Valid only in the continental 48 States.) From date of purchase to the original purchases of the product, provided that such product was purchased in the United States from an authorized ProX dealer, and proper dated invoice or sales receipt is presented at the time of requesting warranty service.

ProX Cases: Limited Lifetime Warranty
ProX Z-Cases/Flip Ready™: One year (365 days) Limited Warranty
ProX Zero G™ EVA Cases: One year (365 days) Limited Warranty ProX Truss: One year (365 days) Limited Warranty
ProX Stands: One year (365 days) Limited Warranty
ProX Cables: Limited Lifetime Warranty
ProX Bags: One year (365 days) Limited Warranty
Xstatic Pro Lighting/UNO Laser: One year (365 days) Limited Warranty

This warranty is limited to repair or replacement of the unit, at our option upon our inspection and verification of the nature of the defect. This warranty will not apply to products that have been abused, broken, improperly used, or operated in a manner exceeding our specifications, nor to units that have been altered or repaired in any way by any person or firm other than ProX Live Performance Gear. Tampering with serial number identification voids this warranty, where applicable. On products not of our own proprietary ProX production, the original manufacturer's warranty will apply.

ProX MINIMUM ADVERTISED PRICE (MAP) POLICY:

Effective June 1, 2019 (Dealer MAP Exhibit to Dealer Agreement) Xstatic Pro, Inc. dba ProX Live Performance Gear ("ProX") has unilaterally adopted this Minimum Advertised Price ("MAP") Policy for its distributed and manufactured products. This MAP Policy supersedes all previous ProX MAP policies. This MAP Policy is designed to protect ProX's brand reputation for superior technology and quality products and to protect dealer and reseller margins so that dealers and resellers can provide valuable pre-sales and post-sales services and infrastructure. ProX's policy is to not continue doing business with dealers that advertise ProX distributed products at prices below MAP or advertise in any other way that violates this policy. This MAP Policy governs only advertised prices. It does not apply to the price at which the ProX products are sold. Dealers and resellers remain free to establish their own resale prices but not advertise below MAP. This MAP Policy applies to all authorized ProX dealers and resellers in the United States and Canada. It applies to all advertisements or other published information or communications that reference ProX Products. Advertisements include advertising in any form of media including, but not limited to printed flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, literature, newsletters, website, Facebook, Twitter, Amazon, eBay, Etc. or electronic media of any form except advertisements inside a brick-and-mortar store. Online digital advertising specifically includes any communication of price accessible by a web crawler. Dealer partners who acknowledge, understand, and promote the superior qualities differentiating ProX - Xstatic Pro, Inc. products from competitive products, have proven successful in the achievement of sales and profit goals

ProX's MAP Policy Guidelines: The current listing of ProX Products and applicable MAP prices are set forth in the most recent applicable price list subject to change without advanced notice.

ProX authorized dealers and resellers may advertise ProX Products in the following manner without violating this MAP Policy:

- . Orally stating a price (either in person or in response to an end-user's call).
- . Advertising free shipping, handling, or financing provided such value is not subtracted from the ProX Product to show a net price below MAP.
- . Advertising without prices.
- . Featuring multiple ProX Products covered by this MAP Policy in the same advertisement if the advertised price for each is not below the MAP; or, if bundled, the advertised price is not below the combined MAP of the advertised products. Bundling a ProX Product covered by this MAP Policy with a ProX product that is not covered by this MAP Policy or with a non-ProX product (including gifts); provided, however, that the bundled price is at least 10% above the MAP. If the bundle includes a gift card or similar item

The advertisement must specify that the gift card can only be used on subsequent purchases of ProX products. However, advertising material stating or implying the availability of a price below the MAP is a violation of this MAP Policy. Examples of such advertising include, without limitation, those showing the following:

- "Add to shopping cart to see a lower price"
- "Sale – add to shopping cart"
- "Prices too low to mention"
- "Our manufacturer won't let us tell you the price"



“Click here for better price”

“Buy it now” (or comparable instant purchase price, unless such price displays the MAP)

“Reserve or minimum price” (unless such price displays the MAP)

Efforts to evade this MAP Policy will also be considered a violation. ProX authorized dealers or resellers may not sell ProX distributed products to any third party where the dealer or reseller has reason to believe that such ProX distributed products will be advertised, or such third party will engage in advertising, in violation of this MAP Policy. Any such sale shall constitute a violation of this MAP Policy. MAP will not apply to items where MAP is listed as “Open” on the most recent price sheets or discontinued ProX products beginning 60 days after the date ProX announces the discontinuation. MAP also will not apply to used or refurbished product provided that any advertisement for such product conspicuously and properly designates the condition of the product as follows:

New: any ProX Product in its sealed packaging with original labeling that has not been removed or intentionally altered in any way may be advertised as “New”.

Refurbished: any ProX Product purchased directly from ProX that is sold by ProX in other than “New” condition must be designated as “refurbished” in all advertising

Used: any ProX Product not in original packaging or that has been previously used for any purposes (e.g., B-stock, C-stock, open box, demo stock, new-other, etc.) must be designated as “Used” in all advertising.

Communications: Each Dealer is free to decide independently whether they follow or not to follow this MAP Policy. ProX will not discuss any conditions of acceptance related to this MAP Policy. This MAP Policy is non-negotiable and will not be altered for any dealer or reseller. Accordingly, ProX’s decision not to deal with violations of this MAP Policy is irrevocable and will not be changed in any way. MAP Policy updates are a unilateral policy and ProX does not ask for, and will not accept, any assurance of compliance or any agreement thereto. ProX sales personnel have no authority to modify this MAP Policy, grant exceptions to it or offer or accept any agreements to comply with it.

Monitoring and Reporting: ProX will not review advertising in advance to determine compliance or otherwise approve any plans submitted to ProX. Nevertheless, to further the goals of this MAP Policy, ProX may monitor advertised prices of ProX Products, either directly or via independent third parties. Third parties retained by ProX may monitor advertisements and store/website selling conduct including, but not limited to, using third-party monitoring agents, mystery shoppers, purchases of covered products, and review of advertised prices. ProX may also rely on confidential reports from dealers, distributors, or end users.

Confidentiality: This MAP Policy is disclosed to you under the confidentiality provisions of your authorized dealer or reseller agreement with ProX and should not be shared.

MAP Violation Implications and Penalties: ProX will notify a ProX authorized dealer or reseller if the dealer or reseller violates this MAP Policy upon discovery. ProX reserves the right to provide a 72-hour grace period on any violation; however, a 72-hour grace period will not be provided if it's a reoccurrence of the same violation unless the error was on the part of ProX.

Dealer will have 1 to 7 days (depending on violation) to correct all violations of MAP Policy price postings, thereafter:

The first unresolved violation of MAP will result in suspension of access to ProX Products for a period of 30 calendar days.

A second violation of MAP within a twelve-month period will result in suspension of access to all ProX Products for a period of 90 calendar days.

A third violation of MAP within a twenty-four-month period will result in the termination of the dealer or authorized reseller for a period of at least 12 months.

This version 9/24/2019 of the ProX MAP policy shall be strictly enforced!

Dealer/Reseller Name: _____

Print Name: _____

Signature: _____

Date: _____

State of New Jersey
DIVISION OF TAXATION

For NJ Dealers Only

The seller must collect the tax on a sale of taxable property or services unless the purchaser gives him a fully completed New Jersey exemption certificate.

SALES TAX
FORM ST-3

PURCHASER'S NEW JERSEY
TAXPAYER REGISTRATION NUMBER*

RESALE 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: Xstatic Pro, Inc. dba ProX Live Performance Gear

Date _____

(Name of Seller)

55 Hook Rd # 46, Bayonne, NJ 07002 USA

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):
Pro Audio & DJ Equipment, Stage Lighting and accessories
- (3) The merchandise or services being herein purchased are described as follows:
Pro Audio & DJ Equipment, Stage Lighting and accessories
- (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 seller 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)*

Type of Business*

By

(Signature of owner, partner, officer of corporation, etc.)*

(Title)

*Required

MAY BE REPRODUCED
(Front & Back/Both Pages Required)

INSTRUCTIONS FOR USE OF RESALE CERTIFICATES – ST-3

1. Registered sellers who accept fully completed exemption certificates within 90 days subsequent to the date of sale are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate. The following information must be obtained from a purchaser in order for the exemption certificate to be fully completed:
 - Purchaser's name and address;
 - Type of business;
 - Reasons(s) for exemption;
 - Purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number;
 - If a paper exemption certificate is used (including fax), the signature of the purchaser.

The seller's name and address are not required and are not considered when determining if an exemption certificate is fully completed. A seller that enters data elements from paper into an electronic format is not required to retain the paper exemption certificate.

The seller may, therefore, accept this certificate as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption. If it is determined that the purchaser improperly claimed an exemption, the purchaser will be held liable for the nonpayment of the tax.

2. **Retention of Certificates** – Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection.
3. **Acceptance of an exemption certificate in an audit situation** – On and after October 1, 2011, if the seller either has not obtained an exemption certificate or the seller has obtained an incomplete exemption certificate, the seller has at least 120 days after the Division's request for substantiation of the claimed exemption to either:
 1. Obtain a fully completed exemption certificate from the purchaser, taken in good faith, which, in an audit situation, means that the seller obtain a certificate claiming an exemption that:
 - (a) was statutorily available on the date of the transaction, and
 - (b) could be applicable to the item being purchased, and
 - (c) is reasonable for the purchaser's type of business; OR
 2. Obtain other information establishing that the transaction was not subject to the tax.

If the seller obtains this information, the seller is relieved of any liability for the tax on the transaction unless it is discovered through the audit process that the seller had knowledge or had reason to know at the time such information was provided that the information relating to the exemption claimed was materially false or the seller otherwise knowingly participated in activity intended to purposefully evade the tax that is properly due on the transaction. The burden is on the Division to establish that the seller had knowledge or had reason to know at the time the information was provided that the information was materially false.

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, Federal, or out of state registration number for purpose of verification.
5. **Retention of Certificates** – Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 90th 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 seller 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.

FOR MORE INFORMATION: Read publication S&U-6 (Sales Tax Exemption Administration).

<http://www.state.nj.us/treasury/taxation/pdf/pubs/sales/su6.pdf>

DO NOT MAIL THIS FORM TO THE DIVISION OF TAXATION

This form is to be completed by purchaser and given to and retained by seller.