



APPLICATION CHECKLIST **U.S. Applicants**

Dear Applicant, before submitting your application, please verify that the following information has been completed:

- Complete “General Information” form(Pg.1)
- Read and Sign “Terms and Conditions”(Pg.2)
- Complete “Guaranty” form with Notarization(Pg.3)

Please Note: The “Guaranty” form is ONLY to be completed if you are requesting Credit/Terms with ParktelUSA.

- Complete ST-120 Form “Resale Certificate”(Pg.4)

Please Note: If non New York purchaser, please ONLY fill out Parts 2 & 3. You may refer to “Instructions for use of Resale Certificates” (Pg.5) when completing ST-120 form.

****Please attach a copy of your “resale certificate” with this application.**

Thank You



70 West 36th Street Unit 4B
 New York, NY 10018
 Tel: 212-683-1817
 Fax: 212-683-4111

Sales Representative:

Please select desired form of payment below:

- ◆ Wire Transfer (please contact sales rep. for wire transfer instructions)
- ◆ COD Cashiers Check, ◆ COD Company Check (Amount Desired) \$ _____
- ◆ Line of Credit (Amount Desired) \$ _____
- ◆ Credit Card Card Type _____

**L.O.C. and COD Company Check Subject to Credit Approval. Please supply at least (2) trade and (1) bank reference.*

CONFIDENTIAL CREDIT APPLICATION & SALES AGREEMENT

For the purpose of obtaining merchandise from Shalhaf LLC, D/B/A ParkTel USA ("Park Tel USA"), the following statements in writing are made by the applicant affixing his, her or its signature hereto (the "Applicant"). The Applicant acknowledges that Park Tel USA will rely on the accuracy of all statements made herein by Applicant. This confidential credit application and sales agreement, including the terms and conditions hereto, is between the Applicant and Park Tel USA (the "Agreement"). Applicant authorizes Park Tel USA to contact any of Applicant's references given herein and to inquire about Applicant's credit history. Applicant acknowledges that he, she or its representative has read and understands the terms and conditions hereof and agrees to be bound by them, that this Agreement with attachments is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this Agreement supersedes all proposals, oral and written. Applicant further agrees to notify Park Tel USA in writing within five (5) days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets or other facts set forth below. Applicant's personal information may be used to obtain credit information from credit agencies.

GENERAL INFORMATION

Legal Name of Firm: _____

DBA: _____ **Contact Person:** _____

Accounts Payable Contact Person: _____ **AP Email:** _____

Name of Parent Company, If Subsidiary: _____

Business Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Business Shipping Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Business Industry: _____ **Time At Present Location:** _____ yrs. _____ mo.

Business Type: ◆ Sole Proprietorship ◆ Corporation ◆ Partnership ◆ Other _____

Check appropriate box: ◆ Wholesaler ◆ Sub-distributor ◆ Retailer ◆ Other _____

Federal Tax I.D. # _____ - _____ - _____ **State Resellers Permit #:** _____ **State:** _____

Social Security # _____ - _____ - _____ **Date of Birth** _____ - _____ - _____ **D & B #:** _____

BANK REFERENCES	TRADE REFERENCES
Bank Name: _____	Vendor Name: _____
Account #: _____ (Mandatory for release of information)	Address: _____
City State Zip Code: _____	City State Zip Code: _____
Contact Name: _____	Contact Name: _____
Phone #: _____ Fax #: _____	Phone #: _____

Bank Name: _____	Vendor Name: _____
Account #: _____ (Mandatory for release of information)	Address: _____
City State Zip Code: _____	City State Zip Code: _____
Contact Name: _____	Contact Name: _____
Phone #: _____ Fax #: _____	Phone #: _____

HOW DID YOU HEAR ABOUT US- Please Specify

- Magazine _____ Billboard _____ E-Blast _____

TERMS AND CONDITIONS

1. **ACKNOWLEDGEMENT AND CERTIFICATION.** Applicant hereby agrees that, unless otherwise agreed to by the parties, these terms and conditions shall apply to each invoice relating to the goods sold by ParkTel USA to Applicant under this Agreement. Applicant hereby certifies that the information furnished in this Agreement and in any financial statements furnished in connection herewith, is true and correct and that the information is being furnished to ParkTel USA for the purpose of inducing ParkTel USA to extend credit to Applicant and Applicant understands that ParkTel USA is relying upon the accuracy of such information.
2. **CREDIT LINE.** Upon ParkTel USA 's approval of Applicant, ParkTel USA , in its sole discretion, will assign Applicant a credit line and ParkTel USA will have the right to increase, decrease or terminate Applicant's credit privileges under this Agreement at any time without prior notice to Applicant except as otherwise required by law.
3. **PAYMENT AND INTEREST.** Payment of the purchase price for the goods and/or services acquired from ParkTel USA by Applicant (the "Goods") shall be made pursuant to the terms set forth in each invoice relating to the Goods and Applicant agrees to pay all charges according to the payment terms established in said invoices. The entire outstanding balance due on all invoices shall become immediately due and payable to ParkTel USA upon default by Applicant in the payment of any invoice. Applicant agrees to pay interest in the amount of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is less, on each past due payment, pursuant to the terms set forth on the respective invoice until collected.
4. **VARIANCE NOTIFICATION.** Applicant must notify ParkTel USA , in writing, within seventy-two (72) hours of receipt of a shipment of (a) any shortage or discrepancies existing between the Goods charged to Applicant on the invoice relating to such shipment and the Goods actually received by Applicant in such shipment; (b) any damages to the Goods received by Applicant in such shipment; and/or (c) any objections to the payment or other terms set forth in the invoice relating to such shipment. If written notice of such shortage or discrepancy, damage or other objection is not received by ParkTel USA within the time period specified above, the Applicant shall be deemed to have accepted the Goods and the Goods shall be deemed to comply with all the terms, conditions and specifications of the invoice relating to such Goods and Applicant shall be responsible for the entire amount charged on the invoice relating to such shipment.
5. **RETURN OF GOODS.** Goods are returnable only as provided in the applicable manufacturer's warranty for such Goods. If Goods are not returnable under the applicable manufacturer's warranty, the Goods shall be deemed non-returnable and the purchase price of such Goods shall be non-refundable. If the Goods are returnable under the applicable manufacturer's warranty, a return authorization must be obtained by the Applicant and provided to ParkTel USA prior to the return of any of such Goods to ParkTel USA . In the sole discretion of ParkTel USA , either the Goods returned by Applicant will be repaired and returned to Applicant or the purchase price of such Goods will be credited to Applicant's account with ParkTel USA . Applicant must pay all transportation charges relating to the returned Goods. Any returned Goods may be subject to a minimum twenty percent (20%) re-stocking charge. All returned Goods must be returned in the original container with packaging and Applicant must provide proof of purchase.
6. **MANUFACTURER'S WARRANTY AND PARKTEL USA 'S WARRANTY DISCLAIMER.** THE MANUFACTURER'S WARRANTY RELATED TO THE GOODS PURCHASED BY APPLICANT UNDER THIS AGREEMENT SHALL BE THE SOLE WARRANTY AVAILABLE TO APPLICANT AND APPLICANT'S CUSTOMERS WITH RESPECT TO SUCH GOODS. NOT INCLUDING THE MANUFACTURER'S WARRANTY, PARKTEL USA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF DAMAGES.** IN NO EVENT SHALL PARKTEL USA OR ANY PARKTEL USA AGENT BE LIABLE TO APPLICANT OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE MONIES PAID BY APPLICANT TO PARKTEL USA FOR THE PARTICULAR GOODS CAUSING SUCH LIABILITY. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL PARKTEL USA OR ITS AGENTS BE LIABLE TO APPLICANT OR APPLICANT'S CUSTOMERS FOR ANY SPECIAL DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) EVEN IF AN AUTHORIZED REPRESENTATIVE OF PARKTEL USA HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES.
8. **CREDIT APPROVAL AND PURCHASE ORDERS.** All orders for Goods under this Agreement are subject to ParkTel USA 's approval of Applicant's credit. A purchase order is required for all first time sales of Goods under this Agreement and thereafter for any order that is \$5,000 or greater.
9. **PARKTEL USA 'S TERMS CONTROL.** These terms and conditions shall control and prevail over any contrary terms in any of the Applicant's purchase orders relating to the Goods purchased under this Agreement. Unless otherwise agreed to by the parties, the shipment terms for all Goods purchased by Applicant under this Agreement shall be F.O.B. ParkTel USA's loading dock in New York, NY unless otherwise agreed to by the parties.
10. **RISK OF LOSS AND TITLE.** Unless otherwise agreed to by the parties, the risk of loss of and the title to the Goods purchased by Applicant under this Agreement shall pass from ParkTel USA to Applicant upon delivery of such Goods to Applicant's carrier, F.O.B. ParkTel USA 's loading dock in New York, NY. Upon receipt of shipment, it shall be the responsibility of Applicant or the Applicant's consignee receiving the shipment to check the Goods and secure written acknowledgment from the carrier of any shortages, loss or damage with respect to the Goods. Notification of such shortage, loss or damage with respect to the Goods must be made in writing to ParkTel USA within five (5) days of receipt of the particular shipment.
11. **PURCHASE PRICE AND TRANSPORTATION CHARGES.** The Applicant shall purchase the Goods under this Agreement in accordance with the prices that are prevailing at the time of shipment (determined in the sole discretion of ParkTel USA). Unless otherwise agreed to by the parties, ParkTel USA shall not be responsible for spotting, switching, demurrage or other transportation charges.
12. **GENERAL.** The parties to the Agreement hereby agree that (a) the failure of ParkTel USA to insist, in any one or more instances, upon performance hereunder or to exercise any right hereunder is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right; (b) no modification of this Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties; (c) if any provision of this Agreement is determined to be unenforceable by any court, such unenforceability shall not affect the remainder of this Agreement; (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns; and (e) the rights and remedies granted in this Agreement are non-exclusive to those otherwise available under principles of equity.
13. **FORCE MAJEURE.** If either party shall be delayed in its performance of any obligation under this Agreement or be prevented entirely from performing any such obligation due to causes or events beyond its control, including, without limitation, any act of God, fire, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of such delay or non performance.
14. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York (without regard to the conflicts of law rules of New York).
15. **PARKTEL USA ENFORCEMENT EXPENSES.** Applicant shall pay to ParkTel USA all costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees, incurred by ParkTel USA in exercising any of its rights or remedies under this Agreement or enforcing any of the terms, conditions and/or provisions of this Agreement or collecting any sums due and owing under this Agreement.
16. **The parties hereby irrevocably waive any right to have any dispute hereunder and any dispute relating to any aspect of their business dealings decided by a jury.**

APPLICANT:

DATE:

By Authorized Agent/Officer:

Full Firm Name)

(Signature)

GUARANTY

The undersigned _____ (“Guarantor”) of _____,

(Name of Individual) (Company Name)

having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby absolutely, unconditionally and irrevocably personally guarantees the full and prompt payment (and not collections) by Applicant to ParkTel USA of all amounts which are or may become due and owing, from time to time, from Applicant to ParkTel USA. Guarantor expressly waives notice from ParkTel USA of its acceptance and reliance on this personal guaranty, notice of sale made to Applicant and notice of default to Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or ParkTel USA shall be available hereunder to the Guarantor against ParkTel USA in the event of a default by Applicant of its obligations to ParkTel USA. ParkTel USA may proceed directly to enforce its rights hereunder and in connection therewith shall have the right to proceed first against Guarantor without proceeding against Applicant or exhausting any other remedies it may have. Guarantor agrees to pay all costs, expenses and fees, including reasonable attorney’s fee (including collection of any judgment), which may be incurred by ParkTel USA in enforcing this personal guaranty or protecting its rights following any default on the part of Applicant. Guarantor agrees that an interest charge of one and a half percent (1.5%) per month or the highest permitted by law, whichever is less, shall be assessed on any amount due and owing to ParkTel USA by Guarantor under this personal guaranty until collected. This personal guaranty shall be binding upon Guarantor, the Guarantor’s heirs, successors, assignees, representatives and survivors and shall inure the benefit of ParkTel USA, its successors and assigns. This personal guaranty shall be governed by and interpreted in accordance with the laws of the State of New York (without regard to the conflicts of law rules of New York). If more than one, the obligations of the undersigned shall be joint and several. This is a continuing guaranty, and may not be terminated while any amounts are due and owing to ParkTel USA or any orders is pending.

(Print Name) (Signature) (Driver License Number)

(Address) (Date)

(Print Name) (Signature) (Driver License Number)

(Address) (Date)

Witnessed By:

(Notary Public) (SEAL) (Date)

*****THIS PAGE MUST BE SIGNED BY A NOTARY PUBLIC.
 ***PLEASE PROVIDE A COPY OF DRIVERS LICENSE OR PASSPORT**



New York State Department of Taxation and Finance
New York State and Local Sales and Use Tax
Resale Certificate

ST-120
(1/11)

Name of seller			Name of purchaser		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code

Mark an **X** in the appropriate box: Single-use certificate Blanket certificate
 Temporary vendors must issue a single-use certificate.

To the purchaser:

You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

Purchaser information – *please type or print*

I am engaged in the business of _____ and principally sell _____
 (Contractors may not use this certificate to purchase materials and supplies.)

Part 1 – To be completed by registered New York State sales tax vendors

I certify that I am:

- a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is _____
- a New York State temporary vendor. My valid *Certificate of Authority* number is _____ and expires on _____

I am purchasing:

- A.** Tangible personal property (other than motor fuel or diesel motor fuel)
- for resale in its present form or for resale as a physical component part of tangible personal property;
 - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service; or
- B.** A service for resale, including the servicing of tangible personal property held for sale.

Part 2 – To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number _____ (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write **not applicable** on the line requesting the registration number.)

I am purchasing:

- C.** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- D.** Tangible personal property for resale that will be resold from a business located outside New York State.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser	
Signature of owner, partner, or authorized person of purchaser	Date prepared

Substantial penalties will result from misuse of this certificate.

Instructions

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate.

This certificate is only for use by a purchaser who:

- A** – is registered as a New York State sales tax vendor and has a valid *Certificate of Authority* issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, or
- B** – is not required to be registered with the New York State Tax Department;
- is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
 - is purchasing items for resale that will be either:
 - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
 - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

Note: For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

Non-New York State purchasers: registration requirements

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered for New York State sales tax.

A business must register (unless the business can rebut the statutory presumption as described in TSB-M-08(3.1)S, *Additional Information on How Sellers May Rebut the New Presumption Applicable to the Definition of Sales Tax Vendor as Described in TSB-M-08(3)S*) for New York State sales tax if the business enters into agreements with residents of New York State under which the residents receive consideration for referring potential customers to the business by links on a Web site or otherwise, and the value of the sales in New York State made by the business through those agreements totals more than \$10,000 in the preceding four sales tax quarters. See TSB-M-08(3)S, *New Presumption Applicable to Definition of Sales Tax Vendor*, and TSB-M-08(3.1)S.

Also see TSB-M-09(3)S, *Definition of a Sales Tax Vendor is Expanded to Include Out-of-State Sellers with Related Businesses in New York State*, for information on sales tax registration requirements for out-of-state businesses with New York affiliates.

A purchaser who is not otherwise required to be registered for New York State sales tax may purchase fulfillment services from an **unaffiliated** New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered for sales tax in New York State.

If you need help determining if you are required to register because you engage in activity in New York State, contact the department (see *Need help?*).

If you meet the registration requirements and engage in business activities in New York State without possessing a valid *Certificate of Authority*, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractor Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

To the Purchaser

Enter all the information requested on the front of this form.

You may mark an **X** in the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not mark an **X** in the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary vendors may not issue a blanket certificate. A *temporary vendor* is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith;
- in the vendor's possession within 90 days of the transaction; and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

Invalid exemption certificates – Sales transactions which are not supported by valid 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.

Retention of exemption certificates - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later.

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082