



EMAIL TO: [support@faimreps.com](mailto:support@faimreps.com)

**NEW CUSTOMER PACKET**

**Please include a copy of your tax exemption paperwork if applicable.**

Information Requests can be emailed to support@faimreps.com or faxed to 585.582.1987 (email is preferred as this form can be filled out via Adobe Reader or Acrobat)

**Billing Address:**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Invoice Preference:    Email:                      US Mail:

Accounts Payable Email: \_\_\_\_\_

Shipping Preference:    FedEx:                      UPS:                      Best Way:  
(choose one)

**Third Party Billing:**

We have the ability to ship with your UPS or FedEx Third Party Account, there is a \$5.00 Third Party fee associated with using this feature.

Ship via Third Party?    Yes:                      No:                      Sometimes\*:  
(choose one)

Third Party Carrier:    FedEx:                      UPS:  
(select one)

Account Number: \_\_\_\_\_

\*If 'sometimes' is selected we will only ship via your third party account if there is VISIBLE notation on your PO to do so.

**Shipping Address: (if different)**

Address 1: \_\_\_\_\_

2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Questions or Comments:

L.A.S. Associates/FAIM Reps, LLC  
**APPLICATION FOR CREDIT/BUSINESS ACCOUNT**  
fax. 585.582.1987



**Business Contact Information**

Title:  
Company Name:  
Business Phone:                      Fax:                      EMail:  
Registered Company Address:  
City:                      State:                      Zip Code:  
Business Start Date:                      Sole Proprietorship:                      Partnership:                      Corporation:                      Other:

**Banking and Credit Information**

Primary Business Address:  
City:                      State:                      Zip Code:  
Time at current address:  
Phone:                      Fax:                      EMail:  
Bank Name:                      Bank Address:  
City:                      State:                      Zip Code:  
Bank Phone:

Type of account:	Account Number
Checking	
Savings	
Other	

**Business/Trade References**

**3 total**

Company Name:  
Business Phone:                      Fax:                      EMail:  
Registered Company Address:  
City:                      State:                      Zip Code:  
Type of Account:                      Doing Business Since (Year):

Company Name:

Business Phone:

Fax:

E-Mail:

Registered Company Address:

City:

State

Zip Code:

Type of Account:

Doing Business Since (Year):

Company Name:

Business Phone:

Fax:

E-Mail:

Registered Company Address:

City:

State

Zip Code:

Type of Account:

Doing Business Since (Year):

Account Agreement

1. All invoices will be paid no more than 30 days from the pay by date on the invoice.
2. Any claims arising from invoice must be made within 7 business days, after 7 business days L.A.S./FAIM retains the right to deny claims on a case by case basis.
3. By submitting this application, you are authorizing L.A.S./FAIM to make inquiries into the banking and business/trade references that you have supplied.

Authorizing Signatures

Title:

Title:

Date:

Date:



if mailing submit to:

L.A.S. Associates/FAIM Reps, LLC  
 PO Box 119  
 Routes 5 & 20  
 West Bloomfield, NY 14585

to submit electronically:

Email: support@faimreps.com

Fax: 585.582.1987



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

**ST-120**  
(6/18)

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.
- C.** Restaurant-type food, heated food, or heated drink for resale.

**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:

- D.** 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.
- E.** 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

**New:** Effective June 1, 2018, use box C in Part 1 to purchase restaurant-type food or drink for resale. For more information, see [TSB-M-18\(1\)S](#), *Summary of Sales and Use Tax Changes Enacted in the 2018-2019 Budget Bill*.

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?



Visit our website at [www.tax.ny.gov](http://www.tax.ny.gov)

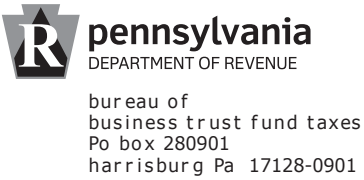
- get information and manage your taxes online
- check for new online services and features

## Telephone assistance

Sales Tax Information Center: 518-485-2889

To order forms and publications: 518-457-5431

Text Telephone (TTY) or TDD: Dial 7-1-1 for the New York Relay Service



## PENNSYLVANIA EXEMPTION CERTIFICATE

- ☛ state and LoCaL saLes and use tax
- ☛ state 6% and LoCaL 1% hoteL oCCuPanCY tax
- ☛ PubLiC transPortation assistanCe taxes and fees (Pta)
- ☛ VehiCle rentaL tax (Vrt)
- ☛ **ADDITIONAL LOCAL, CITY, COUNTY HOTEL TAX \***

This form cannot be used to obtain a Sales Tax Account ID, PTA Account ID or Exempt Status.

**(Please Print or Type)  
Read Instructions  
On Reverse Carefully**

**THIS FORM MAY BE PHOTOCOPIED – VOID UNLESS COMPLETE INFORMATION IS SUPPLIED**

- CHECK ONE:**
- ☛ **PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)**
  - ☛ **PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)**

**Name of Seller, Vendor or Lessor**

Street	City	State	ZIP Code
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**NOTE:** Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- FORM MV-1, Application for Certificate of Title (first-time registrations)
- FORM MV-4ST, Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate **are exempt** from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

- ☛ 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: \_\_\_\_\_
- ☛ 2. Purchaser is a/an: \_\_\_\_\_
- ☛ 3. Property will be resold under Account ID \_\_\_\_\_. (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 7 explaining why a number is not required.)
- ☛ 4. Purchaser is a/an: \_\_\_\_\_ holding Exemption Account ID \_\_\_\_\_
- ☛ 5. Property or services will be used directly and predominately by purchaser performing a public utility service.  
☛ PA Public Utility Commission PUC Number \_\_\_\_\_ and/or ☛ U.S. Department of Transportation MC/MX \_\_\_\_\_
- ☛ 6. Exempt wrapping supplies, Account ID \_\_\_\_\_. (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 7 explaining why a number is not required.)
- ☛ 7. Other \_\_\_\_\_  
(Explain in detail. Additional space on reverse side.)

I am authorized to execute this certificate and claim this exemption. Misuse of this certificate by seller, lessor, buyer, lessee or their representative is punishable by fine and imprisonment.

<b>Name of Purchaser or Lessee</b>	Signature	EIN	Date
------------------------------------	-----------	-----	------

Street	City	State	ZIP Code
--------	------	-------	----------

**1. ACCEPTANCE AND VALIDITY:**

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

**2. REPRODUCTION OF FORM:**

This form may be reproduced but shall contain the same information as appears on this form.

**3. RETENTION:**

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.

**DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.**

**4. EXEMPT ORGANIZATIONS:**

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).



# GENERAL INSTRUCTIONS

Those purchasers set forth below may use this form in connection with the claim for exemption for the following taxes:

- a. State and local sales and use tax;
- b. PTA rental fee or tax on leases of motor vehicles;
- c. Hotel occupancy tax (state 6%, Philadelphia 1%, Allegheny 1%) if referenced with the symbol (●);
- d. PTA fee on the purchase of tires if referenced with the symbol (+);
- e. Vehicle rental tax (VRT);

## EXEMPTION REASONS

1.) Property and/or services will be used directly and predominately by purchaser in performing purchaser's operation of:

- A. Manufacturing      B. Mining      C. Dairying      D. Processing      E. Farming      F. Shipbuilding      G. Timbering

This exemption is not valid for property or services used in: (a) constructing, repairing or remodeling of real property, other than real property used directly in exempt operations; or (b) maintenance, managerial, administrative, supervisory, sales, delivery, warehousing or other nonoperational activities. Effective October 1, 1991, this exemption does not apply to certain services and PTA tire fee.

2.) Purchaser is a/an:

- + A. Instrumentality of the commonwealth.
- + B. Political subdivision of the commonwealth.
- + I C. Municipal authority created under the Municipality Authorities Acts.
- + I D. Electric cooperative corporations created under the Electric Cooperative Law of 1990.
- I E. Cooperative agricultural associations required to pay corporate net income tax under the Cooperative Agricultural Association Corporate Net Income Tax Act (exemption not valid for registered vehicles).
- + I F. Credit unions organized under Federal Credit Union Act or Commonwealth Credit Union Act.
- + I G. U.S. government, its agencies and instrumentalities.
- I H. Federal employee on official business (exemption limited to hotel occupancy tax only. A copy of orders or statement from supervisor must be attached to this certificate.)
- I. School bus operator (This exemption certificate is limited to the purchase of parts, repairs or maintenance services upon vehicles licensed as school buses by the PA Department of Transportation.)

3.) Property and/or services will be resold or rented in the ordinary course of purchaser's business. If purchaser does not have a PA Sales Tax Account ID, complete Number 7 explaining why such number is not required. This exemption is valid for property or services to be resold: (1) in original form; or (2) as an ingredient or component of other property.

4.) **Renewable Entities beginning with "75":**

**Permanent Exemptions beginning with the two numbers "76":**

**Special Exemptions:**

- |                                      |                    |                                     |
|--------------------------------------|--------------------|-------------------------------------|
| A. Religious Organization            | E. School District | F. Direct Pay Permit Holder         |
| B. Volunteer Firemen's Organization  |                    | G. Individual Holding Diplomatic ID |
| C. Nonprofit Educational Institution |                    | H. Keystone Opportunity Zone        |
| D. Charitable Organization           |                    | I. Tourist Promotion Agency         |

Exemption limited to purchase of tangible personal property or services for use and not for sale. The exemption shall not be used by a contractor performing services to real property. An exempt organization or institution shall have an Account ID assigned by the PA Department of Revenue and diplomats shall have an identification card assigned by the federal government. The exemption for categories A, B, C and D are not valid for property used for the following: (1) construction, improvement, repair or maintenance or any real property, except supplies and materials used for routine repair or maintenance of the real property; (2) any unrelated activities or operation of a public trade or business; or (3) equipment used to maintain real property.

5.) Property or services will be used directly and predominately by purchaser in the production, delivery or rendition of public utility services as defined by the PA Utility Code.

This exemption is not valid for property or services used for the following: (1) construction, improvement, repair or maintenance of real property, other than real property used directly in rendering the public utility services; or (2) managerial, administrative, supervisor, sales or other nonoperational activities; or (3) tools and equipment used but not installed in maintenance of facilities or direct use equipment. Tools and equipment used to repair "direct use" property are exempt from tax.

6.) Vendor/seller purchasing wrapping supplies and nonreturnable containers used to wrap property which is sold to others.

7.) Other (Attach a separate sheet of paper if more space is required.) \_\_\_\_\_

\* Employees or representatives of the Commonwealth traveling on Commonwealth duty are exempt from any taxes on hotel stays or room rentals imposed by local governments that are in addition to the 6% state tax and the 1% Philadelphia and Allegheny County hotel occupancy tax.





# Form ST-4 Sales Tax Resale Certificate

Name of purchaser Account ID number or Federal ID 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:

Address City/Town State Zip

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 [mass.gov/dor](http://mass.gov/dor) and click on MassTaxConnect 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 Account ID number or 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.**



## Sales and Use Tax Unit Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

\_\_\_\_\_  
(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

***Purchaser must state a valid reason for claiming exception or exemption.***

\_\_\_\_\_  
Purchaser's name

\_\_\_\_\_  
Purchaser's type of business

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, state, ZIP code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either Administrative Code Rule 5703-9-10 or 5703-9-25.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with Administrative Code Rule 5703-9-14.

**ST-3**  
(3-23)

**New Jersey Division of Taxation**

**Sales Tax  
Resale Certificate**

Check applicable box:

Single-Purchase Certificate

Blanket Certificate

The seller must collect Sales Tax on the sale of taxable property or services unless the purchaser gives them a fully completed exemption certificate.

**Do not mail this form to the Division of Taxation.**

**Seller**

Name \_\_\_\_\_

Address \_\_\_\_\_  
Street City State ZIP Code

**Purchaser**

New Jersey Taxpayer Identification Number \_\_\_\_\_

Name\* \_\_\_\_\_  
As registered with the New Jersey Division of Taxation

Address\* \_\_\_\_\_  
Street City State ZIP Code

Type of Business\* \_\_\_\_\_

The purchaser certifies that:

- (1) They hold a valid Certificate of Authority to collect New Jersey Sales and Use Tax.
- (2) They are principally engaged in the sale of (indicate nature of property or service sold):

\_\_\_\_\_

- (3) The property or services being purchased are described as follows:

\_\_\_\_\_

- (4) The **property** described above is being purchased for (check all boxes that apply):

- Resale in its present form.
- Resale as converted into or as a component part of a product by the purchaser.
- Use in the performance of a taxable service on personal property and will become part of the property being serviced or will later be transferred to the purchaser of the service in conjunction with the performance of the service.

- (5) The **services** described above are being purchased (check the box that applies):

- By seller who will either collect tax or will resell services.
- 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.

Print Name \_\_\_\_\_

Authorized Signature\* \_\_\_\_\_  
(Owner, Partner, Corporate Officer)

Title \_\_\_\_\_ Date \_\_\_\_\_

\*Required

**This form may be reproduced**

# Form ST-3 Instructions

## Completing the Certificate

To claim an exemption from Sales Tax on the purchase of taxable property or services, the purchaser must provide a fully completed exemption certificate to the seller. Otherwise, the seller must collect the tax. The purchaser must provide the following information for the exemption certificate to be considered fully completed:

- Name and address;
- New Jersey taxpayer identification number;
- Type of business;
- Reason(s) for exemption;
- Signature, if using a paper exemption certificate (including fax).

The seller's name and address are **not** required for the exemption certificate to be considered fully completed.

## Accepting the Certificate

A seller must be registered to accept an exemption certificate. The seller is relieved of liability for collecting Sales Tax on transaction(s) covered by the certificate as long as the certificate is fully completed and is received within 90 days of the date of sale. The seller is relieved of liability even if the purchaser improperly claimed the exemption, in which case the purchaser will be held liable for nonpayment of the tax.

## Accepting the Certificate in an Audit Situation

If the seller either has not obtained an exemption certificate or 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 the exemption:
  - Was statutorily available on the date of the transaction(s); and
  - Could apply to the property or service being purchased; and
  - Is reasonable for the purchaser's type of business; **or**
2. Obtain other information establishing that the transaction(s) was not subject to 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 the 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.

## Blanket Certificates

A single exemption certificate may cover additional purchases of the same general type of property by the same purchaser with which the seller has a recurring business relationship. For purposes of this section, a recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.

To use this form as a blanket certificate, check the applicable box at the top of the form. Each subsequent sales slip or purchase invoice based on the blanket certificate must be clearly marked with the purchaser's name, address, and identification number.

## Retention of Certificates

Certificates must be retained by the seller for 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. A seller that enters data elements from paper into an electronic format is not required to retain the paper exemption certificate.

## Examples

### Proper Use of Form ST-3

1. A retail appliance store owner issues a resale certificate when purchasing appliances from a supplier for resale.
2. A furniture manufacturer issues a resale certificate when purchasing lumber to be used in manufacturing furniture for sale.
3. A service station operator issues a resale certificate when purchasing auto parts to be used in repairing customers' cars.

### Improper Use of Form ST-3

In the examples below, the seller **cannot** accept a resale certificate and must collect Sales Tax.

1. A lumber dealer cannot accept a resale certificate from a tire dealer that is purchasing lumber for use in altering its premises.
2. A distributor cannot issue a resale certificate on purchases of cleaning supplies and other materials for its own office maintenance, even though it is in the business of distributing such supplies.
3. A retailer cannot issue a resale certificate on purchases of office equipment for its own use, even though it is in the business of selling office equipment.
4. A supplier cannot accept a resale certificate from a service station that purchases tools and testing equipment for use in its business.
5. A contractor cannot issue Form ST-3 for purchases of materials and supplies. If the property being worked on belongs to a qualified exempt organization, a qualified Urban Enterprise Zone business, or a qualified housing sponsor, see Contractor's Exempt Purchase Certificate (Form ST-13) and Contractor's Exempt Purchase Certificate - Urban Enterprise Zone (Form UZ-4).

For more information, see S&U-6, *Sales Tax Exemption Administration*, which is available at [www.nj.gov/treasury/taxation/pdf/pubs/sales/su6.pdf](http://www.nj.gov/treasury/taxation/pdf/pubs/sales/su6.pdf)

This document is to be completed by a purchaser when claiming exemption from sales/use/excise tax. Certificates are valid for up to three years.

Purchaser legal name: \_\_\_\_\_

Seller legal name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

General nature of business: \_\_\_\_\_

Phone number: \_\_\_\_\_

**Purchaser is doing business as:**

- Retailer
- Permit number (if required): \_\_\_\_\_
- Retailer car dealer
- Enter your DOT number: \_\_\_\_\_
- Governmental agency (including public schools)
- Wholesaler
- Farmer
- Lessor
- Manufacturer
- Nonprofit hospital
- Private nonprofit educational institution
- Qualifying residential care facility
- Nonprofit museum
- Commercial enterprise
- Nonprofit food bank
- Other  \_\_\_\_\_

**Purchaser is claiming exemption for the following reason:**

- Resale  Leasing  Processing
- Qualifying farm machinery/equipment
- Qualifying farm replacement parts
- Qualifying manufacturing machinery/equipment
- Research and development equipment
- Pollution control equipment
- Recycling equipment
- Qualifying computer or computer peripheral
- Qualifying replacement parts/supplies (manufacturing, research & development, pollution control, recycling, computer)
- Qualifying computer software, specified digital products and digital services
- Grain bins and replacement parts
- Other  \_\_\_\_\_
- Direct pay  Permit number required: \_\_\_\_\_
- Permit: \_\_\_\_\_

Description of purchase (Include additional information if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this certificate, and, to the best of my knowledge and belief, it is true, correct, and complete.

Signature of purchaser: \_\_\_\_\_

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

**Seller:** Keep this certificate in your files.  
**Purchaser:** Keep a copy of this certificate for your records.  
**Do not send to the Iowa Department of Revenue**

### Instructions

This exemption certificate is to be completed by the purchaser claiming exemption from tax and given to the seller. The seller must retain this certificate as proof that exemption has been properly claimed. The certificate must be complete to be accepted by the seller. The seller can accept an exemption certificate only on property that is qualified (see the exemptions below) or based on the nature of the buyer. If property or services purchased for resale or processing are used or disposed of by the purchaser in a nonexempt manner, the purchaser is then responsible for the tax.

### General Information about Exemptions

**Resale:** Any person in the business of selling who is purchasing items to resell may claim this exemption. The purchaser can be acting as either a retailer or wholesaler and may not be required to have a sales/use/excise tax permit. Retailers with a sales/use/excise tax permit number must enter it in the space provided.

**Processing:** Exempt purchases for processing include tangible personal property which by means of fabrication, compounding, manufacturing, or germination becomes an integral part of other tangible personal property ultimately sold at retail; chemicals, solvents, sorbents, or reagents used, consumed, dissipated, or depleted in processing personal property intended to be sold ultimately at retail, and chemicals used in the production of free newspapers and shoppers' guides. Note: To claim an exemption for fuel used to create heat, power, or steam for processing or for fuel used to generate electric current, use Iowa Sales Tax Exemption Certificate, Energy used in Processing or Agriculture.

**Qualifying farm machinery/equipment:** The item must be one of the following:

1. A self-propelled implement directly and primarily used in agricultural production, such as a tractor.
2. An implement directly and primarily used in agricultural production that is customarily drawn or attached to a self-propelled implement in the performance of its function, such as a plow.
3. A grain dryer (heater and blower only) directly and primarily used in agricultural production.
4. A snow blower, rear-mounted or front-mounted blade, or rotary cutter used in agricultural production, if attached to or towed by a self-propelled implement.
5. A diesel fuel trailer, seed tender, all-terrain vehicle, or off-road utility vehicle primarily used in agricultural production.
6. Tangible personal property that does not become a part of real property and is directly and primarily used in livestock or dairy production, aquaculture production, or the production of flowering, ornamental, or vegetable plants.
7. Auger systems, curtains, curtain systems, drip systems, fans and fan systems, shutters, inlets, shutter or inlet systems, and refrigerators used in livestock or dairy production, aquaculture production, or the production of flowering, ornamental, or vegetable plants.
8. An auxiliary attachment improving safety, performance, operation, or efficiency for items 1 through 7.
9. A replacement part for items 1 through 8.
10. A container, label, carton, pallet, packing case, wrapping, baling wire, twine, bag, bottle, shipping case, or other similar item used in agricultural, livestock, or dairy production.

**Qualifying manufacturing machinery/equipment:** The item must be computers, machinery, equipment, replacement parts, supplies, or material used to construct or self-construct computers, machinery, equipment, replacement parts, or supplies used for one of the following purposes:

1. Directly and primarily used in processing by a manufacturer.
2. Directly and primarily used to maintain integrity or unique environmental conditions for the product.
3. Directly and primarily used in research and development of new products or processes.
4. Directly and primarily used in recycling or reprocessing of waste products.

**Pollution control equipment:** The equipment must be used by a manufacturer primarily to reduce, control, or eliminate air or water pollution.

**Qualifying computer software, specified digital products, and digital services:** The product purchased may only be those listed in Iowa Code section 423.3(104), must be purchased by a commercial enterprise as defined in Iowa Code section 423.3(104), and must be used exclusively by the commercial enterprise.

**Qualifying computers or computer peripherals:** The computers or computer peripherals must be used in processing or storage of data or information by an insurance company, financial institution, or commercial enterprise.

**Direct pay:** Businesses and individuals who pay their taxes directly to the Department rather than to the seller **must** enter their Direct Pay permit number in the space provided.

**Private nonprofit educational institutions:** Purchases made by Iowa private nonprofit educational institutions used for educational purposes are exempt.

Not exempt from sales/use/excise tax are purchases by most other private nonprofit organizations such as churches, fraternal organizations, clubs, etc., for use by those organizations. For more information about sales/use/excise tax exemptions, see the Department's website ([tax.iowa.gov](http://tax.iowa.gov)).

**Nonprofit food banks:** Purchases of tangible personal property and taxable services by nonprofit food banks as defined in Iowa Code section 423.3(107) are exempt from sales and use tax. Purchases by these organizations of specified digital products are taxable.



**FAIM Reps, LLC | TERMS OF SALE**

**PLEASE READ THESE TERMS OF SALE CAREFULLY IN THEIR ENTIRETY. THEY AFFECT THE PARTIES' OBLIGATIONS.**

**1. ORDERING REQUIREMENTS | SALES TAX.**

All customers that are tax exempt in NYS or PA are required to provide **FAIM Reps, LLC** with resale certificate ST-120 (New York State) or REV-1220 (Pennsylvania). If you are of tax exempt status and have not provided your resale certificate you will be charged tax on **all** orders until we have your certificate on file. If **FAIM Reps, LLC** is later assessed taxes by a state other than New York or Pennsylvania as a result of your failure to remit the entire tax due, you agree to reimburse **L.A.S. Associates/FAIM Reps** for all tax, interest and penalties assessed along with any attorney fees with respect to all transactions.

**FAIM Reps, LLC** now requires that **ALL** orders have **valid purchase order numbers**. This is to protect you and to allow for easier order tracking once entered in to our system for processing. Emailed or faxed physical copies of purchase orders is appreciated but not required at this time, this may however change in the future.

**2. ORDER UPDATES | ADDITIONS or CANCELSATIONS**

Once an order is accepted and entered for fulfillment **FAIM Reps, LLC** may not be able to add to or change the order depending on where the order is in process. If this happens a new purchase order may be required. **FAIM Reps, LLC** will make every effort to ship these separate orders together however, this is not guaranteed.

Cancellation of an order in full or part is subject to where the order is in its fulfillment process. If the order is complete and shipped the customer will be billed for any/all USPS, FedEx or UPS intercept fees or costs of return shipments.

**3. PAYMENT TERMS**

Open Account/Net 30 available for credit approved customers. Credit application available upon request by calling **877.322.5019** or emailing us at **support@faimreps.com**. **FAIM Reps, LLC** reserves the right to hold any/all orders without notice on accounts that are delinquent. **FAIM Reps, LLC** will make every effort to advise customers of account status if delinquent via phone or email. **FAIM Reps, LLC** is not responsible for phone, email or address changes if not made aware. It is solely the responsibility of the purchaser to inform **FAIM Reps, LLC** of any/all contact, billing or payment information changes when/if they happen.

**3a. CREDIT CARDS**

**FAIM Reps, LLC** accepts all major credit cards including Visa, MasterCard, American Express and Discover. Any credit card payments **exceeding \$1,000.00** are **subject to a 2.5% processing charge** that will be added to the total charged. This fee is incurred from our virtual processing terminal and/or the credit card companies and is only passed onto the company/individual that is purchasing our goods/services.

**3b. INTEREST CHARGES**

On **all** accounts that exceed the 30 day billing period a 1.5% per month interest charge will be assessed on each unpaid invoice. **All** accounts exceeding 45 days, **FAIM Reps, LLC** reserves the right to revert account to Credit Card or C.O.D. via guaranteed funds only, until the account is brought back in good standing. If an account regularly pays beyond terms said account will be denied open account status and be **permanently** reverted to Credit Card or C.O.D. via guaranteed funds only. If a customer discontinues payment **FAIM Reps, LLC** will take legal action at the customers expense.

**3c. WIRE TRANSFERS/EFT**

When paying via **Wire Transfer/EFT**, there will be a **\$20.00 fee for each transaction** as this is what our bank charges for the transfer.

- a. Please be advised that any other transfer fees incurred by **FAIM Reps, LLC** will also be billed to the invoiced customer.

**3d. RETURNED CHECKS**

**FAIM Reps, LLC** charges a \$30.00 fee on any/all returned checks.

**4. PERSONAL CREDIT INFORMATION**

All customers that want Net 30 open terms are required to submit the **L.A.S. Associates/FAIM Reps, LLC** credit application/ reference form as well as our new customer information form. Customers granted Net 30 open terms will either receive a "Notification of Credit Approval" via email or phone. **FAIM Reps, LLC** reserves the right to request and review new documentation **at any time** in order to re-evaluate a customer's credit requirements.

All monies due **FAIM Reps, LLC** are to be paid in U.S. Funds and must be paid through U.S. Clearing Banks.

**5. MINIMUM ORDERS**

At this time **FAIM Reps, LLC** does not have minimum order requirements on our stock/inventoried products. Special order products are subject to carton quantities and you may be required to buy in carton quantity if the manufacturer requires.

**6. PRICING**

**FAIM Reps, LLC** always strives to provide an error free catalog and price list, but if errors are discovered they are corrected in our company wide system as well as in our printed/mailed/web posted documentation as quickly as possible. Pricing for manufacturers Replacement Parts are always subject to that manufacturers price increases or decreases. If a manufacturers prices change **FAIM Reps, LLC** is required to conform. **FAIM Reps, LLC** will always try to give at least 30 days notice of price changes but...**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

Please call or email for your specific pricing on all products as the **L.A.S. Associates/FAIM Reps, LLC** web posted pricing is always factory list price.

**7. SHIPPING | FREIGHT | PACKAGING**

We ship to the continental United States as well as HI, AK and Puerto Rico. We will also ship internationally via a reputable exporter if needed. Please contact us via phone or email for any international freight quotes/costs.

Orders will be shipped out of our Rochester (Bloomfield), NY, 14469 warehouse unless otherwise stated. Freight will be added to all invoices and may be subject to handling fees of up to \$7.00.

**FAIM Reps, LLC** ships with most major US carriers including USPS, FedEx and UPS ground and express. We can also make arrangements for LTL/Tractor Trailer freight pick-ups and deliveries upon request of freight quote. **FAIM Reps, LLC** will also ship with a customers UPS or FedEx Third party accounts, **there is a \$5 handling fee per invoice associated with all third party shipped orders.**

Shipping/Freight prices include only standard domestic packaging and will be packaged safely/securely to the best of our ability. Crating/Palletizing and/or export packing will have an added handling cost.

For the protection of our customers and **FAIM Reps, LLC**, we will be requiring that all parcels shipped out of our Bloomfield, NY warehouse have **direct signature confirmation**. This service will sometimes incur up to a \$5.00 signature service charge, specifically to our customers that have residential addresses.

We will drop ship to your customers with proper notice and documentation. If your ship to address changes after an order has already been fulfilled you agree to pay any/all fees associated with the interception/address change fees that **FAIM Reps, LLC** incurs.

**7a. LTL FREIGHT**

**FAIM Reps, LLC** will do our due diligence to assure that all LTL shipments will be safely stacked, wrapped and strapped. All LTL shipments are insured to the full replacement value of the product being shipped.

**RE-DELIVERY**

**FAIM Reps, LLC** will cover any fee(s) associated with orders/parts that are miss-shipped in our error. If the receiving party is not available and the shipment is missed, or **FAIM Reps, LLC** is given the incorrect ship-to address, the ordering party will be responsible for any/all re-delivery fee(s) up to and including re-shipping charges if the package is "returned to sender".

**LTL: FAIM Reps, LLC** does not cover re-delivery fees for LTL freight shipments that are scheduled and no one is available to receive the shipment. **If no dock hours are given we will assume dock hours of 9am - 3pm local time.**

If **FAIM Reps, LLC** is not notified of residential or "Limited Access" deliveries before the shipment is scheduled, any/all redelivery or Limited Access fees will be re-billed to the purchaser.

**LIFT GATE DELIVERY: FAIM Reps, LLC** must be notified before freight is quoted if a lift-gate is needed. If a lift-gate is found to be necessary after shipment departure the purchaser will be billed any/all redelivery and liftgate fees assessed.

## FAIM Reps, LLC | TERMS OF SALE (CONT'D)

### 7a. LTL FREIGHT (CONT'D)

Any/all LTL Residential shipments will be shipped via "Limited Access" and with a Lift-Gate per **FAIM Reps, LLC** policy. In some situations LTL servicers will require "Terminal Pick-Up" for some limited access or residential addresses.

### 7b. INTERNATIONAL SHIPPING | FREIGHT

**FAIM Reps, LLC** does not assume responsibility for incoming tariffs, duties or customs fees or surcharges. Each international customer assumes the responsibility of having or finding a freight broker.

### 7a. REFUSED PARCELS

Any/all parcels that are refused upon delivery with out the prior knowledge/approval of **FAIM Reps, LLC** will be charged all freight charges associated with that order. Please contact our customer service department to obtain approval for parcel refusal.

### 8. BACKORDERS

**FAIM Reps, LLC** tries very hard to ship all orders complete. In the event we are out of stock on any of the products on your orders our normal operating procedures are to ship what we have and backorder. Each shipment may have an individual shipping charge. If you would like to be added to our "SHIP COMPLETE LIST", please contact customer service via phone or email.

### 9. DAMAGE | SHORTAGE | ERROR CLAIMS

**FAIM Reps, LLC** will always cover internal errors, but cannot assume liabilities for external errors. Please be sure to open ALL packages and count all items BEFORE signing for your products. Check for concealed damage. If damage is found notify your delivery agent or carrier and the original carton should be kept for possible carrier inspection. Please contact us immediately if damage is found.

#### 9a. DAMAGE & SHORTAGES

Shortage or damage claims need to be reported to **FAIM Reps, LLC** within 48 hours of delivery. After 48 hours we cannot make any claim guarantees. In order to process a shortage/damage claim we will need your invoice or sales order number. If shipping via third party shipping accounts **FAIM Reps, LLC** is not responsible for and cannot make any shipping claims, this needs to be handled by the third party account holder.

### 9b. SIGNING FOR YOUR PRODUCT

Once an order is fulfilled and shipped it is consigned to the carrier. PLEASE NOTE: carriers are responsible for any shortage or damage incurred until you sign a clear bill of receipt. In most cases carriers will not honor a claim if they have a signed receipt from the receiver. Please DO NOT deduct from an invoice for any shipping discrepancies/shortages or damage without first contacting **FAIM Reps, LLC** customer service to obtain authorization.

### 10. SPECIAL ORDERS | NON-CORE ITEMS

**SPECIAL ORDER** items are classified as any product that L.A.S. Associates/FAIM Reps, LLC does not normally carry and is brought in specifically for a customer, up to and including any regularly stocked item that is purchased for a specific customer **IN VOLUME QUANTITY**. Or if a product is brought in for a specific customer and stocked only for said customer. These items are also classified as **NON-CORE**.

We are happy to order any product that you need. If we do not stock an item, in most cases product will need to be ordered in case quantity if required by the manufacturer. Your customer service representative will tell you if your product qualifies as Special Order.

Special ordered product CANNOT be canceled without our authorization as in many cases the **NON-CORE** items have already been ordered and may not be able to be canceled. If a special order is canceled you will be liable for any restocking fees and/ or freight charges incurred (see Return Policy section 11 for details)

### 11. RETURN POLICY

**Unused NON-DEFECTIVE** items with part numbers clearly identified and in resalable condition are subject to a 15% restocking charge and must be returned **within 90 days** of invoice date to qualify. Returns that are older than 6 months in most cases, cannot be accepted. Please contact customer service with issues.

#### 11a. SPECIAL ORDER RETURNS

Special Order items in most cases **are not returnable or are subject to a 25-35% restocking charge** depending on the manufacturer, please contact customer service for specifics. Your customer service representative will tell you if your product falls in the Special Order category. (please see 'SPECIAL ORDERS | NON-CORE ITEMS' section for classifications)

#### 11b. DEFECTIVE ITEM RETURNS

Defective product may be returned at **FAIM Reps, LLC** discretion for account credit or replacement. **No cash refunds can be given.**

#### 11c. RMA REQUESTS | DOCUMENTATION

**NO returns of any kind** will be accepted without part numbers, invoice number and a documented RMA number. Returns must be received within **30 days of the issuance of the RMA number.**

Please contact **877.322.5019** for ALL RMA requests, please have the following information on hand when calling for return authorization: Customer Name, original purchase order number, invoice number, and the reason for the return. Upon RMA approval you will receive an RMA form from **FAIM Reps, LLC** via email or fax.

### 12. CREDITS

**CREDITS:** Will be issued **within 30 days** after the returned product is received and if inspection requirements are met. You will receive an email copy of your credit memo once it is processed through our returns department.

#### 12b. CREDIT EXPIRATION

After **12 months** all credits will be taken out of our system and a check in the amount of your credit will be sent out to the company/individual address that we have on file in our system. We will not send a credit check to any other address than we have on file.

### 13. WARRANTY

Please be advised that **L.A.S. Associates/FAIM Reps, LLC** is the DISTRIBUTOR of wholesale parts and supplies and not the manufacturer. Liability for any defective part and or supply is limited to but not required for **L.A.S. Associates/FAIM Reps, LLC** replacing the item with the same, or comparable part or supply. **L.A.S. Associates/FAIM Reps, LLC** is not liable for any injury, loss or damage, whether direct, incidental or consequential resulting from the purchase, use or the inability to use any part(s) or products sold by **L.A.S. Associates/FAIM Reps, LLC**. There are no warranties which extend beyond the description of goods nor does **L.A.S. Associates/FAIM Reps, LLC** imply ANY warranty. Buyer voids any manufacturer warranty if the defective part/product is subjected to abuse, improper use, or improper installation.

### 14. CALIFORNIA CUSTOMERS

**FAIM Reps, LLC** does not guarantee that all products meet California environmental laws or Proposition 65. It is the sole responsibility and liability of the purchaser to order products for use in California that complies with California laws.

### 15. USE DISCRETION

The products that **L.A.S. Associates/FAIM Reps, LLC** supplies are intended for use/installation by qualified, experienced and sometimes licensed professionals, and the selection of the appropriate products for their intended use must be made by persons knowledgeable in this field. **L.A.S. Associates/FAIM Reps, LLC** cannot be held responsible for products that fail or harm if not used for their intended purpose.