



New York New Jersey Florida

Date _____ Territory # _____ Customer # _____ Type _____

LEGAL NAME _____ Trade Name _____

Address _____ County _____

City _____ State _____ Zip _____

Phone _____ Cell _____ Fax _____ E-mail _____

SHIP TO: (If different) Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Cell _____ Receiving Hours _____

Check One: Corporation () LLC () Sole Proprietor () Partnership ()

Tax Exempt? If so, must complete state tax resale form How long in business _____
 Annual Sales _____ Residential _____% Commercial _____%

In order to induce ACF-GARDNER to extend credit and/or accept checks from the above-named entity, I/we hereby personally guarantee the payment of any amount due or to become due by said company to ACF-GARDNER, including reasonable attorney's fees, which might be incurred in the collection of such account. This guaranty shall include all merchandise sold by ACF-GARDNER to the above-named entity and shall include all previous balances, current balances, and future sales and credit hereafter extended by ACF-GARDNER, to the above-named entity. This Guaranty shall remain in full force and effect until revoked in writing by the maker hereof in the same manner by which this guaranty has been made.

Name (Owner/Officer/Partner): _____ Title: _____

Home Address: _____ City/State/Zip: _____

SS# _____ Home Tel# _____ Cell# _____

Name (Owner/Officer/Partner): _____ Title: _____

Home Address: _____ City/State/Zip: _____

SS# _____ Home Tel# _____ Cell# _____

 Signature Print Name Date

 Signature Print Name Date

*** PLEASE PROVIDE LATEST FINANCIAL STATEMENT AVAILABLE ***

***** FOR OFFICE USE ONLY *****

CLASS II ___ C1___ C2___ C3___ C4___ CO___ CT___ RR___ SR___ VC___ VG___

TRADE REFERENCES



New York New Jersey Florida

***** PLEASE PROVIDE LATEST FINANCIAL STATEMENT AVAILABLE *****

TRADE REFERENCES

1. Name _____ Account # _____ Phone _____
Address _____ City, State, Zip _____ Fax _____
2. Name _____ Account # _____ Phone _____
Address _____ City, State, Zip _____ Fax _____
3. Name _____ Account # _____ Phone _____
Address _____ City, State, Zip _____ Fax _____

***** PLEASE READ CAREFULLY *****

In making this application, the undersigned understands & accepts attached, "Terms and Conditions of Sale and future revisions, that all accounts are payable according to terms in effect at the time and as stated on each invoice, and if not paid on or before due date, are then delinquent. The undersigned agrees to pay all finance charges added each month on past due invoices. All charges are due and payable in full at 125 Carolyn Blvd Farmingdale, NY 11735, unless notified in writing to the contrary. If credit is granted, the undersigned agrees to the above terms and the undersigned are personally responsible for payment of the account. The undersigned do further personally agree to pay all reasonable costs of collection and reasonable attorney's fees, if the account is placed in the hands of an attorney for collection. It is further understood that when payment is not made in accordance with the terms of each invoice, shipment of future orders will be withheld. Credit reports may be obtained, in connection with the application. Upon your request, you will be informed whether or not credit reports were obtained, you will be informed of the name and address of the reporting agency that furnished the report. In consideration of ACF-Gardner, extending credit to the above entity at the above entity's request, the above entity grants ACF-Gardner to retain a security interest in all goods sold to the above entity, until the invoices covering said goods is paid in full in good funds.

The foregoing statements herein and accompanying financial statements are correct and were provided to induce ACF-Gardner to sell and extend open credit to the person, firm, or corporation applying.

At least 90 days advance notice will be given to ACF-Gardner of any change in the business structure, such as changes of partners, stockholders etc. That without such notice the original principals to whom credit was extended shall remain liable. Notice to be given by certified or registered letter and acknowledge by return receipt.

Disclaimer of Warranty: ACF-Gardner is the wholesaler, not the manufacturer of the products sold by it. All material purchased from ACF-Gardner, is without any express warranty from ACF-Gardner except as may be stated in writing. The manufacturer may give certain warranties for the benefit of the purchaser. These warranties are made by the manufacturer and not ACF-Gardner. **ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED.**

Jurisdiction: The buyer hereby acknowledges doing business with ACF-Gardner and hereby irrevocably consents and agrees that any legal actions, suit or proceeding arising out of or in any way connected with customer's transaction with the buyer may be instituted by ACF-Gardner in the State or Federal courts having jurisdiction over Suffolk County, New York as ACF-Gardner, in its sole option may elect. Buyer waives any objections to the forum selected by ACF-Gardner, and consents to the jurisdiction and venue thereof. The buyer further hereby acknowledges and agrees that any legal action, suit or other proceeding brought by buyer against ACF-Gardner arising out of the sale of merchandise to buyer, in which buyer asserts any claim of any kind or nature may only be fulfilled in the courts of the State of New York in the County of Suffolk, or the United States District Court for the Suffolk County District of New York, unless ACF-Gardner waives its right to object and consents to another forum.

ALL BLANKS MUST BE COMPLETE AND APPLICATION SIGNED BY A PRINCIPAL. BY EXECUTION OF THIS APPLICATION, YOU AGREE THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE, AND THAT YOU HAVE READ AND AGREE TO THE TERMS.

Signature (Owner/Officer/Partner): _____ Title _____ Date _____

Signature (Owner/Officer/Partner): _____ Title _____ Date _____

CONTACT INFORMATION



New York New Jersey Florida

CUSTOMER CONTACT INFORMATION

Please have your customers provide updated info and send back to us ASAP

Customer # _____

Legal Name _____

Trade Name _____

Billing Address _____

City _____ State _____ Zip _____

Contact Name and E-Mail address for:

1) Sales/Purchasing _____

2) Order Dept _____

3) Bookkeeping Dept _____

Tele #: _____

Fax # _____

Cell # of Principal / Owner (s):

Name _____ Cell # _____

Name _____ Cell # _____

Delivery Receiving Hours: _____

Yes or No -Do you have... a truck loading dock _____? ...a forklift _____?

State of New Jersey
DIVISION OF TAXATION

SALES TAX
FORM ST-3

RESALE CERTIFICATE

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

PURCHASER'S NEW JERSEY
TAXPAYER REGISTRATION NUMBER*

To be completed by purchaser and given to and retained by seller. See instructions on back.
Seller should read and comply with the instructions given on both sides of an exemption certificate.

TO ACF-GARDNER _____ Date _____
(Name of Seller)

12 COMMERCE ROAD _____ FAIRFIELD _____ NJ _____ 07004 _____
Address City State Zip

The undersigned certifies that:

- (1) He holds a valid Certificate of Authority (number shown above) to collect State of New Jersey Sales and Use Tax.
- (2) He is principally engaged in the sale of (indicate nature of merchandise or service sold):

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

- (4) The merchandise described in (3) above is being purchased: *(check one or more of the blocks which apply)*
 - (a) For resale in its present form.
 - (b) For resale as converted into or as a component part of a product produced by the undersigned.
 - (c) For use in the performance of a taxable service on personal property, where the property which is the subject of this Certificate becomes part of the property being serviced or is later transferred to the purchaser of the service in conjunction with the performance of the service.
- (5) The services described in (3) above are being purchased: *(check the block which applies)*
 - (a) By a 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)



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 ACF-GARDNER			Name of purchaser		
Street address 12 COMMERCE ROAD			Street address		
City FAIRFIELD	State NJ	ZIP code 07004	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.

TERMS & CONDITIONS



New York New Jersey Florida

Effective September 1, 2021 (Replaces January 14, 2019)

Payments Terms:

1. Refer to ACF-GARDNER Published Price Lists for payment terms.

Return Check Charge:

1. Checks returned for non-payment (for any reason) will be assessed a **\$50.00 Return Check Charge**, plus a loss of all applicable discounts.

Finance Charges:

1. Past due accounts are subject to 1.5% finance charge per month.

Order/Pricing Policy:

1. **All orders must be picked up within 14 calendar days of availability.**
2. Orders that have not been shipped or picked up within 14 days may, at ACF-GARDNER's discretion, be cancelled and assessed a minimum of 30% restocking charge. (\$50.00 minimum)
3. **All non-stocking items and special orders are non-cancelable, non-returnable and a deposit may be required to place the order.**
4. Any cut orders less than 9 lineal feet are subject to a \$15.00 minimum cut charge, with the exception of our Woven Collections, which are subject to a \$25 minimum cut charge.
5. All prices are subject to change without prior notice.

Delivery Charge:

1. **In territories normally delivered by ACF-GARDNER trucks, delivery charge will be assessed for each shipment as follows:**

\$85 (FRT01): NJ: Bergen, Essex, Hudson, Middlesex, Monmouth, Morris, Passaic, Sussex, Union

Counties

NY: All areas West of Route 112 in Suffolk County & East of Cross Island Parkway

\$95 (FRT02): NJ: All areas South & West of Somerset County to PA border (Atlantic, Burlington, Camden, Gloucester, Hunterdon, Mercer, Salem Counties)

All areas South of Route 70 in Ocean County to Camden, NJ

NY: All areas East of Route 112 in Suffolk County

All areas North of Orange & Putnam Counties.

CT: Lower Fairfield County

2. All deliveries outside ACF-GARDNER's trucking area will be shipped F.O.B. freight collect via carrier of dealer's choice.

Site Delivery:

Arrangements for site deliveries must be requested with ACF-GARDNER's Customer Service/Inside Sales Department and is subject to approval.

\$150 - (FRT03)

NY: Manhattan deliveries over \$5000 in material value

NJ: \$200 minimum (add min \$50 surcharge for midtown and financial district)

\$200 - (FRT04)

NY: Manhattan deliveries **under** \$5000 in material value

NJ: \$200 minimum (add min \$50 surcharge for midtown and financial district)

TERMS & CONDITIONS



New York New Jersey Florida

Delivery Dates:

Seller shall not be responsible for failure to fill any order or orders when such failure is due to fire, flood, riot, strikes, freight, embargoes or transportation delays, shortage of labor, inability to secure fuel, materials, supplies or power at current prices or account of shortage thereof: acts of God or of the public enemy, any existing or future laws or acts of the federal or of any state government (including specifically but not limited to any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of seller's business with which seller in its judgment and discretion deems it advisable to comply as legal or patriotic duty or to any cause beyond seller's reasonable control.

Refused/Re-Delivery Charge:

1. Deliveries that are refused due to customer's convenience will be assessed an **\$100 re-delivery charge**.

ACF-GARDNER Warehouse Return policy:

1. All returns are subject to approval by the management of ACF-GARDNER and must be authorized before being returned.
2. Merchandise to be returned must be clean, wrapped and in saleable condition. Any material shipped in cartons must be returned in its original factory sealed carton.
3. Returns will not be accepted 30 days past the invoice date.
4. The following items will not be accepted for return:
 - a- Cut orders less than 15 lineal feet.
 - b- Specially cut or bound material.
 - c- Tile: 5 cartons or less of one pattern or dye lot.
 - d- Special orders, drops and ACF-GARDNER non-stocking merchandise.
 - e- Less than full carton quantities of all products including moldings and trims.
 - f- Powders and Adhesives
5. All returns will be subject to a restocking fee of 25% to 50% depending on size/quantity. The minimum restocking fee is \$50.00

Claims/Defective Merchandise:

1. ACF-GARDNER is dedicated to promptly addressing and resolving all claims and complaints. **MATERIAL MUST BE INSPECTED BEFORE CUTTING AND INSTALLATION.** Claims will not be entertained on merchandise that has been cut and/or installed with visible defects or on the installation of incorrect material.
2. **If you receive defective merchandise, DO NOT COMPLETE THE INSTALLATION.** Contact ACF-GARDNER Claims Department immediately.
3. Variations in dye, shade and texture from an original sample or from dye lost to dye lot are inherent characteristics of all floor covering products (*i.e., wood, vinyl, carpet, etc.*). Such variations are not considered manufacturing defects and are not a basis for a claim.
4. It is the responsibility of the dealer/contractor to determine which adhesive is suitable for each installation. ACF-GARDNER (and /or their employees) assume no responsibility or liability for incorrect adhesive used with any product.
5. All claims for damage shipments with carrier other than ACF-GARDNER must be filed directly with that carrier, (*i.e. DHL, etc.*).

TERMS & CONDITIONS



New York New Jersey Florida

Warranties:

1. **ACF-GARDNER does not offer warranties on products manufactured by other companies.**
2. **There is no warranty, express or implied on the goods covered by this agreement and all such Warranties including without limitation any implied warranty of merchantability or fitness for a particular purpose are hereby excluded. Seller neither assumes nor authorizes any other person to assume for it any other obligation or liability in connection with the goods.**

Taxes:

If it should at any time be determined that any sales tax is due on a sale, the payment of that tax is the obligation of the buyer and not of the seller. If the seller or its agent is required to pay such taxes of the buyer, the payer is entitled to reimbursement of any such tax, plus interest.

Limitation of Remedy:

Seller assumes no liability or responsibility for any loss or damage, whether direct, indirect, or consequential, arising from or alleged to have arisen from the use of or failure to deliver any of the goods. All goods are supplied by seller on the express terms that under no circumstances will seller be held liable for any injury to any person or persons which may be attributable or alleged to be attributable to the use of any goods which may have been manufactured, constructed, treated, sold, supplied, or distributed by seller. Limitation of remedy would be the repair, replacement or refund up to the cost of material. Buyer agrees to indemnify and hold seller harmless against any claims which may be raised against seller by the ultimate users of any of the goods and buyer hereby accepts and acknowledges responsibility for any loss or damage caused by the goods or any product into which the goods are incorporated.

Jurisdiction: The buyer hereby acknowledges doing business with ACF-GARDNER, and hereby irrevocably consents and agrees that any legal actions, suit or proceeding arising out of or in any way connected with customer's transaction with the buyer may be instituted by ACF-GARDNER in the State or Federal courts having jurisdiction over Essex County, New Jersey as ACF-GARDNER in its sole option may elect. Buyer waives any objections to the forum selected by ACF-GARDNER and consents to the jurisdiction and venue thereof. The buyer further hereby acknowledges and agrees that any legal action, suit or other proceeding brought by buyer against ACF-GARDNER arising out of the sale of merchandise to buyer, in which buyer asserts any claim of any kind or nature may only be fulfilled in the courts of the State of New Jersey in the County of Essex, or the United States District Court for the Essex County District of New Jersey, unless ACF-GARDNER waives its right to object and consents to another forum.

These Terms and Conditions are confirmed as accepted by the buyer upon placing an order

PAYMENTS
MADE EASY



New York New Jersey Florida

EZ PAY

EZ PAY via CHECK

Scan or take a picture of your check with invoice numbers and the amount to pay and email your credit manager
(We do not need the original check)

credit@acfgardner.com

BANK WITHDRAWAL

Fill out page 2 and email

credit@acfgardner.com

CREDIT CARD

Fill out page 3 and email

credit@acfgardner.com

Automatic Bank Withdrawal

Date: _____

Account Name _____

Account Number _____

ACH FORM



New York New Jersey Florida

AUTHORIZATION

Name on Account: _____

Bank Routing Number: _____

Account Number: _____

Checking Savings

TERMS

ACH TRANSACTION AUTHORIZATION FORM

You hereby authorized ACF Gardner including its divisions, affiliates, or subsidiaries to initiate an ACH draft to your account at the financial institution designated by the routing number named in this authorization (the "Financial Institution"), for payment of the full amount due on the invoice(s) or order (s) indicated on this authorization form. You further authorize the Financial Institution to accept these debit entries as valid debit activities under your account. You also agree that you will immediately reimburse ACF Gardner for any dishonored ACH's against the account that you have provided to us in this authorization and agree to pay a seventy-five (\$75)dollar fee if this ACH is dishonored for any reason. You agree to hold ACF Gardner harmless from any and all losses or liabilities arising from any transactions or occurrences relating to this ACH authorization.

invoice / order number	invoice / order date	invoice / order amount
Total		

Signature _____

Date: _____
 Account Name _____
 Account Number _____



MUST Enter Information as it appears on your Credit Card bill below

Name _____
 (Exactly as it appears on the card)

Billing address _____
 (Exactly as it appears on the statement)

 (State) (Zip Code)

AUTHORIZATION

CREDIT CARD NUMBER

Visa/MC
 Amex
 Discover
 Debit
 Security Code (CVV/CVV2) - 3 Digit Code on back of card

 Expiration Date (MM\YY)

invoice / order number	invoice / order date	invoice / order amount

3.5 % credit card fee will be added to total

Total _____

I authorize the merchant, ACF Gardner, to hereby utilize this payment/bankcard information for all future sales until further notice

Signature _____

By signing above, I/we agree and authorize ACF GARDNER, any of its subsidiaries, or its financial institution to charge my account for the amount due on each order/invoice, and I/we agree to the Terms and Conditions of Sale. Furthermore, I authorize the above-named business to charge the credit card indicated in this authorization form. This payment authorization is for the goods/services described above, for the amount indicated above, and is valid for ongoing use. I certify that I am the authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that any amount charged or attempted to be charged to my credit card is declined. I/we also agree to the following:

- All specials, drops, closeouts and products/services ARE sold "AS IS" and all sales are final
- All special orders are NOT CANCELABLE.
- All loaner samples must be returned within 2 business days or I approve this charge