



DeFeo Materials Inc

888-884-6459

100 Bank Street, Suite 205. Seymour CT 06483

Email Application to ashley@defeomaterials.com

CREDIT APPLICATION

COMPANY BACKGROUND

Name: _____

Address _____ Corp. _____ Trust _____

City/State/Zip _____

Tel. # _____ Fax# _____

Year Inc. _____ State _____ SS#/FIN _____

Billing Instructions:

Billing Email _____ Person of Contact _____

Billing Phone Number _____ Paper or Mailed Invoice? _____

PRINCIPALS

Name _____ Name _____

Home Address _____ Home Address _____

City/State/Zip _____ City/State/Zip _____

SS# _____ SS# _____

BANK REFERENCES

Name _____ Address _____

Tel.# _____ Contact _____ Acct.# _____

CREDIT APPLICATION CONT.

TRADE REFERENCES

1. Name _____ TEL# _____ Email _____
Address _____ Contact _____
2. Name _____ TEL.# _____ Email _____
Address _____ Contact _____
3. Name _____ TEL.# _____ Email _____
Address _____ Contact _____

**HAVE YOU OR ANY ORGANIZATION YOU ARE AFFILIATED WITH EVER FILED FOR BANKRUPTCY:
YES __ NO __**

If yes, please explain:

**TAX EXEMPT? IF YES PLEASE ATTACH RESALE CERTIFICATE:
YES __ NO __**

I hereby certify that all statements accompanied and contained in this application are true and made for the purposes of obtaining credit and in consideration of DeFeo Materials, LLC. selling to me or my agent(s), I agree to the following terms: (1) To maintain the account in terms of NET 30 DAYS. (2) To pay service charges for late payment at a rate of 18% PER ANNUM. (3) To pay all reasonable collection fees and attorney fees if account is placed in collection. (4) The undersigned authorizes any credit investigation needed for action on this credit application and hereby indemnifies and holds harmless DeFeo Materials, LLC. from any liability resulting from their credit survey. The undersigned personally guarantees the debt. It is also acknowledged and agreed that accounts receivable information may be reported by the company to various consumer and commercial credit agencies. (5) If payment is not received after 7 days of invoice due date, a 1.5% late fee will automatically be added to your account. After 30 days of unpaid invoice, the customer's account will automatically be put on hold until payment is received. (6) i allow DeFeo Materials LLC to run my credit to help them in their decision to give me or not give e credit.

Customer agrees to waiver its rights to notice and hearing under the prejudgment remedies as provided for in Connecticut General Statues, Chapter 903A, as amended for any default of this credit agreement. This waiver of notice and hearing in this commercial transaction affords creditor with the right to a prejudgment remedy without securing a court order. THIS CREDIT APPLICATION MUST BE EXECUTED BY A PRINCIPAL LISTED ABOVE OR A DULY AUTHORIZED AGENT. The individual by signing this credit application/agreement is executing this Application on behalf of Buyer and personally guarantees, and agrees to be personally liable for failure of the performance by Buyer of, any and all of Buyers' obligations under this Application with DeFeo Materials LLC, including timely payment of any and all sums due to DeFeo Materials LLC. The personal guarantee also applies in the event that the Buyer declares Bankruptcy or applies for Bankruptcy protection. Guarantor also agree to a credit check on the business by signing below.

Owner/Officer

Title

Print Name

____/____/_____
Date

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us once your account is fully paid off (including not due balances). This authorization will remain in effect until it is cancelled.

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): CVV Code On Back:

I, _____, authorize DeFeo Materials LLC to charge my credit card above for invoices over 30 days overdue. Additionally, I am aware if I allow my account to reach 30 days overdue, there will be a 3% service fee and interest applied to my balance. I understand that my information will be saved to file for future transactions on my account.

Customer Signature

Date

**STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES**



REGULATIONS 1 & 23

Regulation No. 1 RESALE CERTIFICATES

Section 12-426-1

(a) The burden of proving that the sale, lease or rental of tangible personal property pursuant to Regulation 12-426-25 or a sale of a service taxable pursuant to Regulations 12-426 and 12-426-27 is not a sale at retail is upon the seller/lessor unless he takes a certificate from the purchaser that the property or service is purchased for resale.

The certificate shall be taken in good faith from a person engaged in selling or leasing tangible personal property or taxable services, who, at the time of purchase, intends to sell the property or services in the regular course of business or cannot then ascertain whether it will be so sold or not.

The certificate shall be substantially in the form prescribed in subsection (b). It shall in all cases be signed by the purchaser, bear his name and address and indicate the general character of the property or service sold by the purchaser in the regular course of his business. It shall also bear the number of the seller's permit held by the purchaser, but, if he is not required to hold a permit because he sells only property of a kind the sale of which is not taxable, e.g., food products for human consumption, or because he makes no

sales in this state, he should make an appropriate notation to that effect on the certificate in lieu of his seller's permit number.

(b) The form of the resale certificate* is prescribed by the Commissioner of Revenue Services and copies of the same may be made and used by any seller of tangible personal property or services in accordance with this section:

Under "General Description of products to be purchased from the seller" there may appear (1) Either an itemized list of the particular property/service(s) to be purchased or leased for resale or (2) A general description of the kind of property to be purchased for resale. This certificate may be used for the purpose of a single purchase of commodities/services for resale; in such case (1) above applies, or it may be used as a blanket certificate for the purpose of a continuing line of purchases of commodities for resale in the regular course of business; in the latter case (2) above applies, and the certificate should be plainly marked "Blanket Certificate".

(c) The good faith of the seller will be questioned if he has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property, as, for example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling that kind of merchandise.

(d) Resale certificates shall be valid only for the period in which the purchaser is a reseller of the items covered in such certificate but should be renewed at least every three years from the date of issue.

(e) The terms "selling" and "purchasing" of tangible personal property or commodities also encompass leases or rentals of tangible personal property or commodities.

(f) Services may only be "sold" or "purchased" and not rented or leased.

* The text of the certificate is reprinted in its entirety on the reverse side.

Regulation No. 23 RECORDS

Section 12-426-23

(a) Each seller and retailer as defined in Chapter 219 of the General Statutes shall keep adequate and complete records of his business in this State showing:

(1) The gross receipts from the sale or lease of tangible personal property or from sale of services, including both taxable and nontaxable items and any services that are part of a sale.

(2) All deductions allowed by law and claimed in filing return.

(3) Total purchase price of all tangible personal property or services purchased or leased for resale or sublease, and the total purchased or leased for use and consumption in this State.

Such records shall include the normal books of account ordinarily maintained by the average prudent business man engaged in the activity in question, together with all bills, receipts, invoices, cash register tapes or other documents of original entry supporting the entries in the books of account as well as all schedules or working papers used in connection with the preparation of tax returns.

Failure to maintain such records will be considered evidence of negligence or intent to evade the tax and will result in the imposition of appropriate penalties.

*(b) In the case of meals under one dollar, the retailer shall maintain such records to prove the actual sales of individual meals costing less than one dollar to support his claim for exemption; otherwise he will have to pay the tax on the gross receipts from all such meals.

(c) All such records shall be maintained for the Department of Revenue Services audits for a period of at least three years unless the destruction or other disposal of the sale is authorized by the Commissioner of Revenue Services, or his authorized representative in writing.

*There is no longer an exemption from sales and Use Tax for meals under \$1.00.



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

SALES & USE TAX RESALE CERTIFICATE

Issued to (Seller)

Address

I certify that Name of Firm (Buyer) is engaged as a registered

Street Address or P.O. Box No.

City State Zip

- () Wholesaler
- () Retailer
- () Manufacturer
- () Lessor
- () Other (specify)

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

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.....

City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.
_____	_____	_____	_____
City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.
_____	_____	_____	_____
City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.
_____	_____	_____	_____

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller:

I declare under the penalties of false statement that this certificate has been examined by me and to the best of my knowledge and belief is a true, correct and complete certificate.

Authorized Signature _____
(Owner, Partner or Corporate Officer) Title Date



Collections & Personal Guarantee Disclosures

Collections Clause:

Upon a default by the Customer, it may become necessary for DeFeo Materials LLC to refer your account to a collection agency and/or attorney for collections. In the event your account is referred to a collection agency and/or collection attorney for collections, the Customer agrees to be liable for collection or attorney fees in the amount of 25% of the balance placed for collections. The Customer also agrees to interest in the amount of 1.5% per month on the past due balance.

Personal Guarantee:

If the Customer is an LLC, Corporation, LLP, or other entity, then the individuals signing this Agreement hereby agree to, jointly and severally as applicable, personally guarantee the payment and collection of all fees and costs payable under this Agreement, on behalf of said entity.

If the Customer is a sole proprietor, then the customer defaults as personally liable.

Printed name of Guarantor: _____

Signature of Guarantor: _____

SSN # of Guarantor: ____ - ____ - ____