



# PRECAST MANUFACTURING COMPANY

187 Stryker's Road • Phillipsburg, New Jersey 08865 • (908) 454-2122 • FAX: (908) 454-0512  
www.precastmfgco.com

Dear Customer:

Thank you for expressing interest in establishing credit with *Precast Manufacturing Company*.

Enclosed you will find a Customer Policy Statement Sheet. Please familiarize yourself with this statement as it outlines our terms and conditions of sale as well as various company policies.

Also, enclosed please find a tax-exempt certificate. On any jobs you have which are tax-exempt, please make sure an executed tax-exempt certificate is supplied to *Precast Manufacturing Company* prior to shipment of materials.

Please fill out the enclosed credit application in its entirety. Make sure that you include the home telephone numbers for the company principals as well as signed corporate and personal guarantees. Missing information may result in the credit application being sent back to you and cause unnecessary time delays. Credit applications take approximately three weeks for approval, depending on how fast the references reply to our request for credit information.

Thank you for your interest in *Precast Manufacturing Company*. We look forward to your patronage.

Very truly yours,

PRECAST MANUFACTURING COMPANY

Gregory P. Fisher  
President

GPF/nm

Enclosures



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## PRECAST MANUFACTURING COMPANY

### CUSTOMER POLICY STATEMENT

#### CUSTOMER ORDER POLICY:

##### ORDER ACCEPTANCY

All orders are subject to acceptance by *Precast Manufacturing Company*, at P.O. Box 516, Valley Cottage, NY 10989. A signed Sales Proposal from *Precast Manufacturing Company* by the customer constitutes authorization by the customer (unless noted in writing) to proceed with fabrication of materials ordered. At this point, the customer becomes liable for the cost of the goods manufactured, or the services rendered. Carefully check our Sales Proposal, shop drawings, and structure cut sheets to ensure their accuracy. Proposal prices are good for 30 days.

##### SPECIAL ORDERS

Merchandise that is ordered special sometimes requires a deposit of at least 50% before the order is processed. Special orders cannot be returned or cancelled without proper authorization from *Precast Manufacturing Company*. In some cases, special orders may not be returned. Handling charges for special order returns are at the discretion of *Precast Manufacturing Company*.

##### DELIVERY

Whenever possible, most deliveries made from *Precast's* yard are done on self-unloading boom trucks. Deliveries made direct from our manufacturers sometimes have to be unloaded by you, the customer, on the job site. Delivery tickets should be signed, and any defects or shortages in materials must be noted on the delivery ticket for credit to be given. In the event a delivery ticket is not signed, and there is a problem with the delivered material, our office must be notified at once. No products should be returned without authorization. *Precast Manufacturing Company* is not responsible for damage to products as a result of customer handling. Delivery charges may be assessed on certain orders.

##### RETURNS

A handling charge of 20% will be deducted on all returns. Material returned must be in saleable condition. A copy of the original delivery ticket must accompany the return. In the event the returned material needs work on it to make it saleable, a higher handling charge may be assessed. Acceptances of returns are at the discretion of *Precast Manufacturing Company*.



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## **SALES TAX**

Sales tax will be assessed on all invoices, unless we are given a properly executed sales tax exempt certificate. Tax I.D.'s by themselves are not sufficient. Tax credit will not be issued on invoices marked "pick-up" with no job reference and properly completed tax-exempt certificate on file.

## **LIFTING DEVICES**

A deposit is required on all lifting devices picked up for customer use. Full credit will be issued upon their return.

## **CREDIT POLICY:**

### **TERMS OF SALE TO CREDIT CUSTOMER**

Our terms are net 30 days from date of delivery.

### **SERVICE CHARGES**

A service charge of 1.5% per month (18% per annum) will be assessed on all invoiced amounts which are 60 days or older.

### **CREDIT APPLICATION**

Credit applications must be completed in their entirety, with signed personal and corporate guarantees. Missing information will result in the credit application being sent back to you and cause unnecessary time delays.

### **CREDIT HOLD ON ORDERS**

Orders may be withheld from shipment when an account has an outstanding balance due 60 days beyond the invoice date or if the account has exceeded its established credit limit.

### **MONTHLY ACCOUNT STATEMENT**

A statement of account for the preceding month will be mailed out at the beginning of the following month to customers who have a balance due.



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## CREDIT APPLICATION

NAME OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

YEAR ESTABLISHED \_\_\_\_\_ YEAR INCORPORATED \_\_\_\_\_

LINE OF CREDIT REQUESTED \_\_\_\_\_ FEDERAL I.D. # \_\_\_\_\_

PRINCIPAL \_\_\_\_\_ SOC. SEC. # \_\_\_\_\_

ADDRESS \_\_\_\_\_

HOME TELEPHONE # \_\_\_\_\_

PRINCIPAL \_\_\_\_\_ SOC. SEC. # \_\_\_\_\_

ADDRESS \_\_\_\_\_

HOME TELEPHONE # \_\_\_\_\_

BANK REFERENCE \_\_\_\_\_

ADDRESS \_\_\_\_\_

BANK TELEPHONE # \_\_\_\_\_ PERSON TO CONTACT \_\_\_\_\_

BANK ACCOUNT # \_\_\_\_\_

## PROVIDE 4 CREDIT REFERENCES

1. NAME \_\_\_\_\_ PERSON TO CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

EMAIL: \_\_\_\_\_

2. NAME \_\_\_\_\_ PERSON TO CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

EMAIL: \_\_\_\_\_



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3. NAME \_\_\_\_\_ PERSON TO CONTACT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
EMAIL: \_\_\_\_\_

4. NAME \_\_\_\_\_ PERSON TO CONTACT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
EMAIL: \_\_\_\_\_

## CORPORATE OR COMPANY GUARANTEE

I/WE CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND I/WE AGREE TO PAY THIS ACCOUNT IN ACCORDANCE WITH YOUR CREDIT LIMITS. I/WE AUTHORIZE YOU TO VERIFY THIS INFORMATION AND/OR OBTAIN ADDITIONAL INFORMATION BY SECURING DATA FROM A CREDIT REPORTING AGENCY. I/WE UNDERSTAND THAT ALL PAST DUE BALANCES WILL BE SUBJECT TO A 1 ½ % PER MONTH SERVICE CHARGE. I/WE FURTHER AGREE TO PAY A 25% COLLECTION CHARGE, IN THE EVENT OF DEFAULT, IF THE ACCOUNT IS PLACED WITH AN ATTORNEY OR BONDED COLLECTION AGENCY.

SIGNED \_\_\_\_\_ POSITION \_\_\_\_\_

SIGNED \_\_\_\_\_ POSITION \_\_\_\_\_

\*\*\* NOTE: IF A PARTNERSHIP, ALL PARTNERS MUST SIGN. IF A CORPORATION, AN AUTHORIZED CORPORATE OFFICER MUST SIGN.

## PERSONAL GUARANTEE FOR CORPORATE ACCOUNTS

IN CONSIDERATION FOR THE CREDIT EXTENDED TO THE ABOVE-LISTED CORPORATION, THE UNDERSIGNED HEREBY GUARANTEES AND AGREES TO BE PERSONALLY LIABLE FOR ALL INDEBTEDNESS INCURRED BY THE CORPORATION. I/WE FURTHER AGREE TO PAY A 25% COLLECTION CHARGE, IN EVENT OF DEFAULT, IF THE ACCOUNT IS PLACED WITH AN ATTORNEY OR BONDED COLLECTION AGENCY.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\* NOTE: ON PERSONAL GUARANTEE, DO NOT PUT CORPORATE TITLE.

State of New Jersey  
DIVISION OF TAXATION  
SALES TAX

CONTRACTOR'S NEW JERSEY  
CERTIFICATE OF AUTHORITY NUMBER

To be completed by owner of real property and contractor, and retained by contractor.

CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE  
FORM ST-13

\_\_\_\_\_  
(Name of seller)

\_\_\_\_\_  
(Address of Seller)

The materials, supplies, or services purchased by the undersigned are for exclusive use in erecting structures, or building on, or otherwise improving, altering or repairing real property of the exempt organization, governmental entity, or qualified housing sponsor named below and are exempt from sales and use tax under N.J.S.A. 54:32B-8.22.

THIS CONTRACT COVERS WORK TO BE PERFORMED FOR: (Check one)

EXEMPT ORGANIZATION

Name of Exempt Organization \_\_\_\_\_

Address \_\_\_\_\_

Exempt Organization Number \_\_\_\_\_

NEW JERSEY OR FEDERAL GOVERNMENTAL ENTITY

Name of Governmental Entity \_\_\_\_\_

Address of Governmental Entity \_\_\_\_\_

QUALIFIED HOUSING SPONSOR

Name of Qualified Housing Sponsor \_\_\_\_\_

Address of Qualified Housing Sponsor \_\_\_\_\_

ADDRESS OR LOCATION OF CONTRACT WORK SITE:

The undersigned contractor hereby affirms under the penalty of false swearing that all of the information shown on this certificate is true.

\_\_\_\_\_  
Name of Contractor as Registered with the New Jersey Division of Taxation

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Signature of Contractor or Authorized Employee

See INSTRUCTIONS on reverse side.

**INSTRUCTIONS TO SELLERS CONCERNING  
CONTRACTOR'S EXEMPT PURCHASE CERTIFICATES - ST-13**

1. **Good Faith** - In general, a seller or lessor who accepts an exemption certificate in "good faith" is relieved of liability for collection or payment of tax upon transactions covered by the certificate. The question of "good faith" is one of fact and depends upon a consideration of all the conditions surrounding the transaction. A seller or lessor is presumed to be familiar with the law and the regulations pertinent to the business in which he deals. In order for "good faith" to be established, the following conditions must be met:

- (a) The certificate must contain no statement or entry which the seller or lessor knows, or has reason to know, is false or misleading.
- (b) The certificate must be an officially promulgated certificate form or a proper reproduction thereof.
- (c) The certificate must be dated and executed in accordance with the published instructions, and must be completed and regular in every respect.

The seller may, therefore, accept in "good faith" the Contractor's Exempt Purchase Certificate as a basis for exempting sales to the signatory purchaser provided that:

- (d) The contractor's Certificate of Authority Number, indicating that the contractor is registered with the New Jersey Division of Taxation, is entered on the face of the Certificate.
- (e) The contractor has entered all other information required on the form.
- (f) The seller has no reason to believe that the property to be purchased is of a type not ordinarily used by the contractor for the purpose described in this Certificate.

2. **Improper Certificate** - Sales transactions which are not supported by properly completed and executed exemption certificates shall be deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller or purchaser.

3. **Correction of Certificate** - In general, sellers have 60 days after the date of sale to obtain a corrected certificate where the original certificate lacked material information required to be set forth in said certificate or where such information is incorrectly stated.

4. **Additional Purchases by Same Purchaser** - This Certificate will serve to cover additional purchases by the same purchaser of the same general type of property or service. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and Certificate of Authority Number for purpose of verification.

5. **Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 60th day following the date of the transaction to which the certificate relates.

6. **Definitions:**

**"Contractor"** - means any individual, partnership, corporation or other commercial entity engaged in any business involving erecting structures for others, or building on, or otherwise improving, altering, or repairing real property of others.

**"Exempt Organization"** - is any organization which holds a valid exempt organization permit issued pursuant to the provisions of N.J.S.A. 54:32B-9(b) and has issued an ST-5 Exempt Organization Certificate to the contractor.

**"New Jersey or Federal Governmental Entity"** - is any agency, instrumentality, political subdivision, authority, or public corporation of the governments of the United States of America or the State of New Jersey. Governmental agencies, instrumentalities or political subdivisions of states other than New Jersey do not qualify for exemption.

**"Qualified Housing Sponsor"** - is any person, partnership, corporation or association certified by the New Jersey Housing and Mortgage Finance Agency to have obtained financing, in addition to federal, state or local government subsidies, for a housing project from the New Jersey Housing and Mortgage Finance Agency pursuant to N.J.S.A. 55:14K-1, et seq. and has issued a New Jersey Sales and Use Tax Housing Sponsor Letter of Exemption to the contractor.

PRIVATE REPRODUCTION of Contractor's Exempt Purchase Certificates may be made without the prior permission of the Division of Taxation.

FOR MORE INFORMATION, WRITE TO:

NJ Division of Taxation  
Technical Services  
Taxpayer Services Branch/OCE  
PO Box 281  
Trenton, NJ 08695-0281