



Credit and Collection Policy

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If any of the invoiced amounts are not paid by the due date, the following procedures will be followed:

1. Beginning on the 31<sup>st</sup> day a 1.5% per month service charge (minimum) will be added to all overdue accounts. These charges will be treated the same as the rest of the account and will be considered overdue the same as invoiced amounts.
2. Any accounts (invoices and/or service charges) reaching 60 days past invoice date will be placed on CREDIT HOLD. A Credit Hold will freeze all shipments and orders in progress until the overdue invoices ( and service charges) are paid.
3. Any accounts reaching 60 days past invoice date will remain on Credit Hold and will lose their Net 30 status. Once these accounts have been paid, shipments will resume but will be strictly COD for six months from the time the account was fully paid. After six months, the customer may again apply for Net 30 status.
4. Any accounts reaching 90 days past invoice date will be turned over to our collection agency for immediate collection. The cost of collection and/or fees will be added to the account.

If you have any questions about the above policy or wish to check on the status of your account, please contact our Accounting Department at 800-334-8277.

Please sign and date in the spaces provided at the bottom of this form acknowledging acceptance of these terms. Fax back to 252-291-1416 or return by mail to: O'Brien Manufacturing, Inc. 2330 Womble-Brooks Road- Wilson, NC 27893.

Company \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

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

## Policies, Terms, and Conditions

### Credit

Credit is extended to accounts with good credit references and a good payment history. Terms are Net 30 from the date of invoice. A finance charge of 1 ½% per month will be computed on all invoices past due 30 days or more. For all of those who pay off the statement, the payment is due on the 10<sup>th</sup> day of the month. Accounts going over 60 days are reviewed and may be placed on COD if payment history indicates habitual slow pay.

### Returns

Merchandise may be returned, at the customer's expense, if the merchandise is new and in its original carton. There will be a 15% restocking charge on all returns. Customers should call to receive authorization before returning any merchandise. Merchandise that is out of its carton. Or has been installed or used, may not be returned. Custom ordered parts are not returnable.

### Orders

We prefer orders to be placed in writing and signed by the individual placing the order along with a purchase order number for easier tracking. Written orders help avoid misunderstandings. When written, the order is clear both to you the customer and O'Brian the supplier.

### Custom-Ordered Parts

Custom-ordered parts require a written order. All custom-ordered tarps should be drawn exactly as desired, and the drawing should accompany the order.

Custom-ordered parts may take additional time. Call for approximate ship date. Some custom orders will require extra time and/or materials that entail additional charges. You will be advised of additional charges at the time you order or call for a quote.

**Custom-ordered parts or tarps are not returnable, so be sure of your request when you place the order.**

### Manufacturer's Notice:

All specifications, equipment, and prices are subject to change without notice. O'Brian Manufacturing reserves the right to improve models without incorporating these changes in similar models produced at an earlier date.

**Credit Application**

Company Name \_\_\_\_\_ Division of \_\_\_\_\_

Street Address \_\_\_\_\_ Zip \_\_\_\_\_ PO \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

Bill to if different than above: \_\_\_\_\_

Responsible Officer \_\_\_\_\_ Title \_\_\_\_\_

Main Contact Person \_\_\_\_\_ Title \_\_\_\_\_

How long in business? \_\_\_\_\_ At present location \_\_\_\_\_

Type of Business: Circle One Individual Partnership Corporation

Estimated credit limit per month? \_\_\_\_\_

**References**

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Phone \_\_\_\_\_ Ext \_\_\_\_\_ Fax \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Phone \_\_\_\_\_ Ext \_\_\_\_\_ Fax \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Phone \_\_\_\_\_ Ext \_\_\_\_\_ Fax \_\_\_\_\_

Bank Reference Name \_\_\_\_\_ Acct.# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Phone \_\_\_\_\_ Ext \_\_\_\_\_ Fax \_\_\_\_\_

Tax Status: Circle One Taxable Non-Taxable

Please complete the attached Sales & Use Tax Form.

I/We claim Sales Tax Exemption in the following States(s) \_\_\_\_\_

The undersigned, being fully informed concerning the Sales and Use Tax Acts and their rules and regulations, hereby claims to be legally entitled to exemption from such tax on all purchases by reason of one or more of the classifications listed below:

- ( ) Resale # \_\_\_\_\_
- ( ) Agricultural Production # \_\_\_\_\_
- ( ) Educational Institutions # \_\_\_\_\_
- ( ) Orphanage-Home for the Aged # \_\_\_\_\_
- ( ) Hospitals # \_\_\_\_\_
- ( ) Industrial Processing # \_\_\_\_\_
- ( ) Governmental Agencies # \_\_\_\_\_
- ( ) Other # \_\_\_\_\_
- ( ) Taxable # \_\_\_\_\_

The undersigned agrees to reimburse the seller for any deficiencies in sales or use tax which might be imposed upon seller, and that this certificate shall be considered part of each order received after \_\_\_\_\_ from the undersigned unless otherwise specified.

Dated \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Please complete and return to: O'Brian Manufacturing  
2330 Womble-Brooks Road  
Wilson, NC 27893

In consideration of the extension of credit I/we agree to the assessment of 1.5% monthly service charge (Min. of \$1.00). This service charge will be computed on any balance that goes over 30 days past the date of invoice.

Name of person who will approve payment \_\_\_\_\_

Business Insurance (Products Liability Carrier) \_\_\_\_\_

Ground: Owned \_\_\_\_\_ Leased \_\_\_\_\_ Building: Owned \_\_\_\_\_ Leased \_\_\_\_\_

Landlord's Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

In the event that it becomes necessary for your company to incur collection costs or institute suit to collect any amount due under this agreement,, or any portion thereof, the undersigned promises to pay such additional collection costs, charges and expenses, including reasonable attorney's fees incurred by your company.

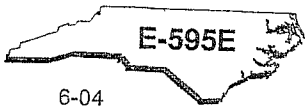
Firm Name	Authorized Signature	Title	Date
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For Office Use only: Approved by \_\_\_\_\_ Date \_\_\_\_\_

Credit Limit \_\_\_\_\_ Note \_\_\_\_\_

### Sales Tax Exemption Certificate

File with \_\_\_\_\_  
Hereafter referred to as seller.



# Streamlined Sales Tax Agreement Certificate of Exemption

### Warning to purchaser:

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that is due tax on this sale. The state that is due tax on this sale will be notified that you claimed exemption from sales tax. You will be held liable for any tax and interest, as well as civil and criminal penalties imposed by the member state, if you are not eligible to claim this exemption. Sellers may not accept a certificate of exemption for sales sourced within the state if an exemption does not apply in the seller's state.

Enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

Check one:  Single purchase certificate. Relates to invoice/purchase order # \_\_\_\_\_  
 Blanket certificate. If checked, this certificate continues in force until canceled by the purchaser.

Print or Type

Name of Purchaser \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Purchaser's Tax ID Number \_\_\_\_\_ State of Issue \_\_\_\_\_ Country of Issue \_\_\_\_\_

If No Tax ID Number, Enter One of the Following:	FEIN	Driver's License Number/State Issued ID Number	Foreign Diplomat Number
		State of Issue Number	

Name of Seller From Whom You Are Purchasing, Leasing, or Renting \_\_\_\_\_

Seller's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Type of Business

Type of Business. Circle the number that describes your business.

- |   |                                       |
|---|---------------------------------------|
| 01 Accommodation and food services              | 11 Transportation and warehousing     |
| 02 Agricultural, forestry, fishing, and hunting | 12 Utilities                          |
| 03 Construction                                 | 13 Wholesale trade                    |
| 04 Finance and insurance                        | 14 Business services                  |
| 05 Information, publishing, and communications  | 15 Professional services              |
| 06 Manufacturing                                | 16 Education and health-care services |
| 07 Mining                                       | 17 Nonprofit organization             |
| 08 Real estate                                  | 18 Government                         |
| 09 Rental and leasing                           | 19 Not a business                     |
| 10 Retail trade                                 | 20 Other (explain) _____              |

Reason for Exemption

Reason for Exemption. Circle the letter that identifies the reason for the exemption.

- |   |   |
|---|---|
| A Federal government (department) _____         | H Agricultural production # _____   |
| B State or local government (name) _____        | I Industrial production/manufacturing # _____   |
| C Tribal government (name) _____                | J Direct pay permit # _____   |
| D Foreign diplomat # _____                      | K Multiple points of use (services, digital goods, or computer software delivered electronically) |
| E Charitable organization # _____               | L Direct mail # _____   |
| F Religious or educational organization # _____ | M Other (explain) _____   |
| G Resale # _____                                |   |

Sign Here

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of Authorized Purchaser \_\_\_\_\_ Print Name Here \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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