



Corporate Headquarters  
 Sound Product Marketing, Inc.  
 12 Petra Lane, Albany NY 12205  
 tel: (518) 869-2599 | fax: (518) 869-3795  
[www.spmreps.com](http://www.spmreps.com) | [info@spmreps.com](mailto:info@spmreps.com)  
 Business Hours: 7:30am-5:00pm EST, Monday-Friday

General Account Information

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

BILL TO ADDRESS

Street: \_\_\_\_\_ EIN# \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ Business Tel: \_\_\_\_\_

SHIP TO ADDRESS (More than one ship to address? Please use another form.) Business Fax: \_\_\_\_\_

Street: \_\_\_\_\_ Residence: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ Cell: \_\_\_\_\_

Shipping Method:  UPS  Will Call

Billing Add'l  
 Email: \_\_\_\_\_ Email: \_\_\_\_\_

Individuals above will receive regular correspondence from our office regarding basic account information, product developments and news, training announcements and overall marketing material. If there are others at your business you would like to receive this information, please list those names and emails on another sheet or email them directly to us.

Preferred Terms:  Credit Card  COD Credit Limit Requested: \$ \_\_\_\_\_

Please allow up to two weeks for credit reference check on COD, special terms and credit limit requests

Until reference check is completed, which method is preferred for payment?  Credit Card  CODC (certified/cashiers check only)

Would you Prefer to receive Invoices via Email \_\_\_\_\_ or Mailed \_\_\_\_\_ (please select one)

PRINCIPALS

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Purchasers: \_\_\_\_\_

Individual Ownership  Partnership  Corporation Date Started: \_\_\_\_\_

Type of Business: \_\_\_\_\_  Home AV  Car 12-Volt  Both

How did you hear about us?  Email Flyer  Catalog  Fax Flyer  another Dealer  You Came to Me

**For SPM Office Use**

Acct # \_\_\_\_\_ Sales Rep Initials: \_\_\_\_\_ Online Access Yes  No  Online PW: \_\_\_\_\_





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**Trade References**

Please name your largest suppliers in full. Include full address, city, state and zip.

#1 Name: \_\_\_\_\_ Account# \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

#2 Name: \_\_\_\_\_ Account# \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

#3 Name: \_\_\_\_\_ Account# \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

#4 Name: \_\_\_\_\_ Account# \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

#5 Name: \_\_\_\_\_ Account# \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

**Bank Reference & Information**

Many banks now require an original signature from customers to release bank information. To expedite the process of processing your credit application, please complete the information below. Your signature gives written approval for release of bank information to SOUND PRODUCT MARKETING. Return the form with your completed credit application.

Bank Name: \_\_\_\_\_ Account# \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_ Contact: \_\_\_\_\_

The undersigned hereby certifies the correctness of the above information, which is hereby given to SOUND PRODUCT MARKETING for its use in considering extending credit terms; agrees payment of any credit purchase by the undersigned, his agent, or employee shall be governed by New York State Law; agrees to pay all attorney fees, collection agency cost up and all other cost incurred by SOUND PRODUCT MARKETING to collect payment; agrees venue of any suit to enforce payment may be laid in Albany County, New York. The undersigned applicant also agrees to the above terms and conditions and assumes personal responsibility for payment of said account. It is understood credit would not be extended to said company without assumption of liability.

Signature: \_\_\_\_\_  
 Must be Principal/Owner

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



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**TERMS & CONDITIONS MUST BE SUBMITTED TO COMPLETE DEALER APPLICATION PROCESS**

**SALES TERMS:**

Wholesale Sales Only.

- All customers must provide resale certificate and Tax ID.
- **Dealers must submit a copy of a signed reseller permit.** (NY ST-120 Form Attached).
- All merchandise sold with the intention of resale by the purchaser.

All orders received by 1:00pm EST can be shipped same day based on product availability. Add-on orders will be considered new orders and processed accordingly. SPM is not responsible for typographical errors or erroneous data in publications. Backorders are shipped automatically. Please call in advance if you wish to cancel. Prices are subject to change without notice. Prices in effect at time of shipment will be applied. Some product lines are available in certain territories only, as stipulated by the manufacturer.

**PAYMENT TERMS:**

- C.O.D. Certified Funds (Cashier's Check or Money Order) for new customers. COMPANY CHECKS NOT ACCEPTED WITHOUT CREDIT APPROVAL.
- C.O.D. Company Check available with approved credit. Allow two weeks for processing of all credit applications.
- Net terms available with approved credit. Allow two weeks for processing of all credit applications.
  - o All Net terms are calculated from invoice date.
  - o No shipments will be made on any past due accounts.
  - o Any account that becomes delinquent is automatically changed to C.O.D. terms.
  - o All delinquent accounts will be sent for collection and the customer will pay all collection charges.
- For your protection, Visa, MasterCard, Amex & Discover accepted only with signed Credit Card Authorization on file.
- \$50 returned check charge will be assessed for any check returned for any reason.

**FREIGHT TERMS:**

All orders are shipped FOB Albany, NY. Damages are the responsibility of the carrier once the shipment is released from SPM. The customer must make damage claims to the carrier as soon as detected. Save all boxes and packing material. All shipping/pricing discrepancies must be reported within 5 days of receipt of order. If purchaser refuses order for any reason, SPM shall be compensated for all shipping charges and a 15% restock fee. All freight charges are subject to dimensional/oversize carrier weight regulations. Addresses determined by carrier as residential are subject to residential delivery rates.

**RETURNS:**

All returns require a Return Authorization Number issued by an authorized SPM representative. RA's received without this authorization number will not be accepted. RA's are effective for 30 days only. All returns must be returned to SPM freight PREPAID. Replacements will be sent with no freight expense to the customer. All non-defective returns will be assessed a 15% restock fee within 30 days of purchase and will only be accepted in re- salable condition with all original packaging. Freight charges will not be refunded. All items returned with missing parts will be charged a 15% re-manufacturing fee.

Defective products must be processed per each Manufactures Return Policy respectively. We have no control over each of our Manufactures Return Policies. Defective product must be returned to the manufacturer, under the specific warranty allowances. Upon receipt, we will credit your account for merchandise costs and you are responsible for handling the transaction with your customer. Special orders or closeouts are not eligible for return. Returns will not be accepted after 90 days after sale, regardless of reason. RA number must be printed clearly on outside carton and all products must be securely protected in packaging. Items showing obvious signs of misuse, consumer abuse or commercial use are not eligible for return. Allow two weeks for return processing.

**No Cash Refunds will be allowed.** Credit only will be issued for the amount paid on the original invoice.

**PERSONAL GUARANTY**

In addition to agreeing to pay any and all collection expenses and legal fees, I / we, hereby, personally and severally, give this continuing Personal Guaranty to Sound Product Marketing, Inc and will pay all bills that are not paid when due.

**I UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS STATED ABOVE:**

Principal Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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



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			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.

**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.**



# Instructions

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?



**Internet access: [www.tax.ny.gov](http://www.tax.ny.gov)**  
(for information, forms, and publications)



**Sales Tax Information Center:** (518) 485-2889  
To order forms and publications: (518) 457-5431



**Text Telephone (TTY) Hotline**  
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082