E-Mail completed form to:	credit@acfgardner.c	om		APPLICATION
				GARDNER New York New Jersey Florida
Date	Territory #	_ Custome	r#	Туре
LEGAL NAME		Trade Na	ime	
Address		c	ounty	
City		State		Zip
Phone	Cell	Fax	E-mail	
SHIP TO: (If different)	Name			
Address	City		State	Zip
Phone	Cell		Receiving Ho	urs
Check One: Corr	poration ( )	LLC() So	ole Proprietor (	) Partnership ( )
Tax Exempt? If so, mu Annual Sales	st complete state ta Residen	x resale form tial	How long i _% Commer	n business rcial %
payment of any amount due or t incurred in the collection of such and shall include all previous ba	o become due by said comp account. This guaranty sh lances, current balances, an ll remain in full force and e	oany to ACF-GARI all include all mero d future sales and ffect until revoked	DNER., including reaso handise sold by ACF-O credit hereafter extend in writing by the make	I/we hereby personally guarantee t nable attorney's fees, which might ARDNER to the above-named enti ed by ACF-GARDNER, to the abov r hereof in the same manner by whi
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 Nam	le	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				



#### \* \* \* 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	



# CUSTOMER CONTACT INFORMATION

Please have your customers provid	le updated info a	and send back to us ASAP	
Customer #			
Legal Name			
Trade Name			
Billing Address			
City	State	Zip	
Contact Name and E-Mail addr	ess 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?	

#### ST-3 (11-11, R-12)

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.

### State of New Jersey DIVISION OF TAXATION

SALES TAX FORM ST-3

PURCHASER'S NEW JERSEY TAXPAYER REGISTRATION NUMBER\*

### RESALE CERTIFICATE

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.

0 ACF-GARDNER		ume of Seller)	Date		
12 COMMERCE ROAD		FAIRFIELD	NJ	07004 Zip	
The u	ndersigned certifies that:				
(1)	He holds a valid Certificate of	Authority (number shown above) to col	lect State of New Jer	sey Sales and Use Tax	
(2)	He is principally engaged in th	ne sale of (indicate nature of merchand	dise or service sold):		
(3)	The merchandise or services	being herein purchased are described	as follows:		
(4)	The merchandise described (a) 🔲 For resale in its prese	in (3) above is being purchased: (cheo nt form.	k one or more of the	blocks which apply)	
	(b) T For resale as converte	ed into or as a component part of a pro	oduct produced by the	e undersigned.	
	subject of this Certif	nance of a taxable service on person icate becomes part of the property l ice in conjunction with the performanc	being serviced or is		
(5)	The services described in (3)	above are being purchased: (check th	e block which applies	;)	
	(a) 🔲 By a seller who will ei	ther collect the tax or will resell the se	rvices.		
	(b) 🔲 To be performed on p	ersonal 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"

Ву

(Signature of owner, partner, officer of corporation, etc.)\*



#### New York State Department of Taxation and Finance New York State and Local Sales and Use Tax Decele Certificate

<u> </u>	Resa	ale Certi	licate		4
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 Temporary vendors must issue a		e certificate	Blanket certificate		
To the purchaser: You may not use this certificate t for resale, but use or consume th directly to New York State. Any m	e tangible persona	al property or service	rices yourself in New York Sta	ate, you must report and	

#### 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

and expires on a New York State temporary vendor. My valid Certificate of Authority number is

#### 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 regist	ered 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 purchaeing:

- 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 fulfilment services provider in New York State.
- 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.



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www.acfgardner.com

### **Terms and Conditions of Sale**

Effective January 30, 2024 (Replaces July 26, 2023)

#### **Payments Terms:**

1. Refer to ACF-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:

\$89 (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
- \$99 (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)

#### **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,



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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. No returns on any powder products (Patch, Self-Leveling, etc) and adhesives
- 4. Returns will not be accepted 30 days past the invoice date.
- 5. 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.
- 6. All returns will be subject to a restocking fee of 30% to 50% depending on size/quantity. The minimum restocking fee is \$50.00

#### ACF-GARDNER Warehousing and Storage policy:

- 1. Products and Services: ACF-GARDNER will provide, *for approved customers only*, storage and warehousing services including related services, at its specified locations
- Price and Payment: Customer will pay ACF-GARDNER on receipt of third party goods and based on pricing and payment terms assigned to your account.
   \*\*\*COD A accounts MUST have ACU/Cradit Cond form on File for timely payments\*\*\*

### \*\*\*COD Accounts MUST have ACH/Credit Card form on File for timely payments\*\*\*

- 3. Orders; Shipping and Packaging: Customer must notify ACF-GARDNER by email at least 24 hours before delivering Products. Customer is responsible for shipping costs and must provide products with proper packaging materials.
- 4. Indemnity and Liability: a. ACF-GARDNER indemnifies Customer for losses resulting from its breach. ACF-GARDNER's liability is limited to the manufactured cost of the relevant Products. b. Customer indemnifies ACF-GARDNER for losses resulting from its breach or actions. Customer bears recall costs not caused by ACF-GARDNER's negligence or breach. c. ACF-GARDNER is not responsible for inspecting Products. Third-party non-conformance is the third party's responsibility, not ACF-GARDNER's.

#### **<u>Claims/Defective Merchandise:</u>**

- 1. ACF-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.



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- 3. Variations in dye, shade and texture from an original sample or from dye lot 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*).

#### 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.



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#### Release of Liability, Waiver of Claims, and Indemnity Agreement

This Release of Liability, Waiver of Claims, and Indemnity Agreement (hereinafter referred to as the "Agreement") is entered into by and between ACF Gardner (hereinafter referred to as the "Company"), and the undersigned customer (hereinafter referred to as the "Customer"), effective as of the date of execution below.

**1. Acknowledgment of Risks:** The Customer acknowledges and understands that the loading of materials into vehicles at the Company's locations involves inherent risks and dangers, including but not limited to, damage to the Customer's vehicle, personal injury, and property loss. The Customer acknowledges that these risks may arise from the actions, omissions, or negligence of the Company, its employees, agents, or from other customers.

2. Waiver and Release of Liability: The Customer hereby voluntarily releases, forever discharges, and agrees not to sue the Company, its officers, directors, employees, agents, and successors for any claims, demands, liabilities, costs, expenses, or damages (including but not limited to damages to the Customer's vehicle or personal injury to the Customer) that may arise from or in connection with the loading of materials into the Customer's vehicle at any of the Company's locations. This release covers all bodily injuries, property damage, or losses that the Customer may sustain, regardless of whether they are known or unknown, foreseen or unforeseen, present or future.

**3. Indemnification:** The Customer agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and successors from and against any and all claims, demands, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to the Customer's participation in the loading of materials, including but not limited to any claims for personal injury, death, or damage to property.

**4. Assumption of Risk:** The Customer expressly acknowledges and agrees that he/she assumes full responsibility for any and all risks of bodily injury, death, or property damage, whether those risks are known or unknown, foreseen or unforeseen, which may arise from or in connection with the loading of materials into the Customer's vehicle by the Company or its agents.

**5. Applicability and Enforceability:** This Agreement shall be effective and binding upon the Customer, the Customer's heirs, estate, assigns, and personal representatives. This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**6. Jurisdiction and Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state where the Company's location is situated, without regard to its conflict of law principles. Any disputes arising under or related to this Agreement shall be resolved in the state or federal courts located in said state.

**7. Acknowledgment:** By signing this Agreement, the Customer acknowledges and agrees that he/she has read this Agreement, understands its terms and conditions, and agrees to be bound by them. The Customer further acknowledges that this Agreement is intended to be as broad and inclusive as permitted by the laws of the state in which the Company's locations are situated and that if any portion of this Agreement is held invalid, the balance shall continue in full force and effect.

This Agreement shall remain in force and apply to all of the Customer's current and future visits and transactions at any of the Company's locations.



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www.acfgardner.com

Customer's Name (Print):

Customer's Signature:

Date:

For ACF Gardner:

Authorized Representative's Name (Print):

Authorized Representative's Signature: Date:

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





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 Withdrawl

Date:\_\_\_\_\_ Account Name \_\_\_\_\_

Account Number



Name on Account:	
Bank Routing Number:	
Account Number:	

Checking		Savings
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### 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	





New York New Jersey Florida

Signature

Date:	CREDIT CARD
Account Name	AUTHORIZATIO
Account Number	
MUST Enter Information as it appears on your Credit	Card bill below
Name (Exactly as it appears on the card)	GARDNER New York New Jersey Flori
Billing address (Exactly as it appears on the statement)	New York New Jersey Flori
(State) (Zip Code)	
AUTHORIZATION	
CREDIT CARD NUMBER	
Visa/MC Amex Discover Debit Security Code (CVV/CVV2) - 3 Digit Co	de on back of card Expiration Date (MM\YY)
invoice / order invoice / order invoice / order number date amount	
	3.5 % credit card fee will be added to total
	4

	I authorize the merchant, ACF Gardner, to hereby utilize this
рау	ment/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.

otal

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

da