



FAUNA FOODS CORP.

50-10 Kneeland St., Elmhurst, NY 11373 Ph. 718-458-2900

CUSTOMER APPLICATION

Account Manager
(Fauna use only)

Customer #:
(Fauna use only)

TAX ID # or Owner's Social Security #

Please Print All Information

STORE INFORMATION

Business Name _____ Incorporated? _____
(Full name of legal entity through which business is conducted)

Doing Business as _____

Billing Address _____ City _____ State _____ Zip _____

Shipping Address _____ City _____ State _____ Zip _____

Billing County _____ Shipping County _____

Store Phone _____ Store Fax _____

Cell Phone _____ EMAIL _____

Existing customer/store with new ownership or new location

For Emergencies Only

Owner's Name _____ Phone _____

Manager's Name _____ Phone _____

- I. All first deliveries are Cash/Certified Check//Wire/Credit card/Debit card or approved Bill Pay method, upon delivery. Future deliveries may be paid with a business check provided Bank Credit Inquiry form is completed and approved. Otherwise, terms remain Cash/Certified//Wire/Credit or Debit card/Bill Pay upon delivery. See page 3 for more details.
- II. Sales Tax- Yes No If NO, the attached Resale Certificate must be completed
If YES, sales tax must be charged- NO REFUNDS FOR SALES TAX PAID
- III. Type of Business 30 Pet Food Store/Groomer 29 Feed/Farm/Garden
 26 Kennel/Breeder/Shelter Other _____

Original Application Must Be Signed by Owner and Returned to Fauna Foods before First Delivery

The undersigned has read and understands all the terms and conditions set forth on pages 1 and 2 of the application and attests that all information provided herein is correct.

Signature _____

Print Name _____

Print Title _____ Date _____

GUARANTEE (Must be signed by Owner before First Delivery)

In order to induce Fauna Foods Corporation to accept company checks of the above-named business entity in payment for shipments or to otherwise extend credit to such business, the undersigned hereby unconditionally and absolutely guarantees the payment of any such checks or extended credit, including all costs of collection of such amounts. This guarantee applies to checks of, or credit extended to, the above-named business entity or to any successor or affiliate thereof, including any unrelated entity controlled by the undersigned. This is a guarantee of payment rather than of collection. This guarantee shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of laws rules). The undersigned irrevocably submits to the exclusive jurisdiction of any state or federal courts sitting in New York, New York. The undersigned also hereby irrevocably waives any objection that the undersigned may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court and further waives any claim that any such suit, action or proceeding that has been brought in any such court has been brought in an inconvenient forum.

Signature _____

Print Name _____

Date _____

FAUNA FOODS CORP.

CUSTOMER APPLICATION (Continued)

Please Fax to: (718) 458-3164 or Email to j.yavlonski@faunafoods.com.

Business References			
Vendor Name/Contact _____	Phone _____		
Address _____	State _____	Zip _____	
Vendor Name/Contact _____	Phone _____		
Address _____	State _____	Zip _____	

Store Days and Hours:		
Sunday	A.M. ____	P.M. ____
Monday	A.M. ____	P.M. ____
Tuesday	A.M. ____	P.M. ____
Wednesday	A.M. ____	P.M. ____
Thursday	A.M. ____	P.M. ____
Friday	A.M. ____	P.M. ____
Saturday	A.M. ____	P.M. ____

Welcome to Fauna Foods!

Thank you for considering Fauna Foods as your pet supply distributor. We will do our best to offer you prompt and efficient service and look forward to a long and amicable relationship with you.

We would like to take this opportunity to mention a few things regarding our terms.

All new accounts are sold to on a cash/certified check/bank check/money order/ACH/wire/credit card/debit card/approved online bill pay basis only. In order for payment to be made by regular company check, this application must be filled in with the accompanying bank credit inquiry (see page 3) returned to Fauna Foods directly by the bank, and subsequently the approval process will occur. This process takes approximately two (2) weeks. Clearing of your reference and bank information does **NOT** imply nor establish "credit" with Fauna Foods; it simply allows the use of your regular business check as your payment for your orders. Even if approved to pay by company check, **ALL ORDERS ARE NORMALLY C.O.D.** (check upon delivery). The entire form must be completed and signed; if not, processing will be delayed. If your check is returned to Fauna Foods due to insufficient or uncollected funds, your account will be charged a **\$45.00** fee (subject to change) and we will attempt to re-deposit it. If the check is returned unpaid after the second attempt, you will be charged an additional **\$45.00** fee (subject to change). If this occurs, your account will be **PLACED ON CASH OR CERTIFIED CHECK BASIS FOR AT LEAST THREE (3) MONTHS**. All costs associated with collection of payment are at the expense of the customer, including collection agency costs, court costs, legal costs and interest on the unpaid balance at the maximum legal rate.

There is a **\$50.00** re-delivery/re-stocking charge for returned orders (subject to change).

Route Codes (Fauna use only)



FAUNA FOODS CORP

50-10 Kneeland St., Elmhurst, NY 11373 Phone: (718) 458-2900

BANK CREDIT INQUIRY

Bank Information

Bank Name _____

Address _____ State _____ Zip _____

Phone _____ Fax _____

Contact Name (Please Print) _____

Bank Account # _____

Customer Information and Authorization

Business Name _____

Address _____ State _____ Zip _____

Phone _____

Principal's Name _____

I _____, an authorized signature on the above account request my bank to release information that they may have about my business and about their experience with my business to Fauna Foods Corp.

Signature

Date

Bank - Please Provide the Following:

Length of time doing business with customer _____

Usual working balance _____ Line of credit _____

Have there been NSF checks within the last year and how many _____

If Yes, what was the resolution _____

Additional Comments: _____

Name: _____ Title: _____

Signature: _____

Bank Stamp



THIS PAGE MUST BE SUBMITTED DIRECTLY BY BANK TO FAUNA

When Completed Please Send This Bank Credit Inquiry to:

Fauna Foods Corp.

Attention: Sales Department

Fax (718) 458-3164 Or email to j.yavlonski@faunafoods.com

Thank you for your cooperation.



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

SALES & USE TAX RESALE CERTIFICATE

Issued to (Seller)

Address

Fauna Foods Corporation

50-10 Kneeland St., Elmhurst, NY 11373

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

**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.