



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/ACH/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/ACH/Credit/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 Send First Two Pages: by 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/wire/ACH/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 the Fauna Foods Accounting department by the bank or by you, 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 **\$50.00** 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 **\$50.00** fee (subject to change). If this occurs, please contact the Fauna Accounting department for follow up. 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

PLEASE TAKE or SEND THIS FORM to YOUR BANK

When Completed Please Send This Bank Credit Inquiry to:

Fauna Foods Corp.

Attention: Accounting Dept.

Fax (718) 458-3228 Or email to m.dietzrojas@faunafoods.com

Thank you for your cooperation.

**State of New Jersey
DIVISION OF TAXATION**

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.

**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.

TO Fauna Foods Corporation Date _____
(Name of Seller)

50-10 Kneeland Street

Address

Elmhurst

City

New York

State

11373

Zip

The undersigned certifies that:

- (1) He holds a valid Certificate of Authority (number shown above) to collect State of New Jersey Sales and Use Tax.
- (2) He is principally engaged in the sale of (indicate nature of merchandise or service sold):

- (3) The merchandise or services being herein purchased are described as follows:

- (4) The **merchandise** described in (3) above is being purchased: *(check one or more of the blocks which apply)*
 - (a) ☐ For resale in its present form.
 - (b) ☐ For resale as converted into or as a component part of a product produced by the undersigned.
 - (c) ☐ For use in the performance of a taxable service on personal property, where the property which is the subject of this Certificate becomes part of the property being serviced or is later transferred to the purchaser of the service in conjunction with the performance of the service.
- (5) The services described in (3) above are being purchased: *(check the block which applies)*
 - (a) ☐ By a seller who will either collect the tax or will resell the services.
 - (b) ☐ To be performed on personal 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*

By

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

(Title)

INSTRUCTIONS FOR USE OF RESALE CERTIFICATES – ST-3

1. Registered sellers who accept fully completed exemption certificates within 90 days subsequent to the date of sale are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate. The following information must be obtained from a purchaser in order for the exemption certificate to be fully completed:
 - Purchaser's name and address;
 - Type of business;
 - Reasons(s) for exemption;
 - Purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number;
 - If a paper exemption certificate is used (including fax), the signature of the purchaser.

The seller's name and address are not required and are not considered when determining if an exemption certificate is fully completed. A seller that enters data elements from paper into an electronic format is not required to retain the paper exemption certificate.

The seller may, therefore, accept this certificate as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption. If it is determined that the purchaser improperly claimed an exemption, the purchaser will be held liable for the nonpayment of the tax.

2. **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.
3. **Acceptance of an exemption certificate in an audit situation** – On and after October 1, 2011, if the seller either has not obtained an exemption certificate or the seller has obtained an incomplete exemption certificate, the seller has at least 120 days after the Division's request for substantiation of the claimed exemption to either:
 1. Obtain a fully completed exemption certificate from the purchaser, taken in good faith, which, in an audit situation, means that the seller obtain a certificate claiming an exemption that:
 - (a) was statutorily available on the date of the transaction, and
 - (b) could be applicable to the item being purchased, and
 - (c) is reasonable for the purchaser's type of business; OR
 2. Obtain other information establishing that the transaction was not subject to the tax.If the seller obtains this information, the seller is relieved of any liability for the tax on the transaction unless it is discovered through the audit process that the seller had knowledge or had reason to know at the time such information was provided that the information relating to the exemption claimed was materially false or the seller otherwise knowingly participated in activity intended to purposefully evade the tax that is properly due on the transaction. The burden is on the Division to establish that the seller had knowledge or had reason to know at the time the information was provided that the information was materially false.
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. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and New Jersey, Federal, or out of state registration 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 90th day following the date of the transaction to which the certificate relates.

EXAMPLES OF PROPER USE OF RESALE CERTIFICATE

- a. A retail household appliance store owner issues a Resale Certificate when purchasing household appliances from a supplier for resale.
- b. A furniture manufacturer issues a Resale Certificate to cover the purchase of lumber to be used in manufacturing furniture for sale.
- c. An automobile service station operator issues a Resale Certificate to cover the purchase of auto parts to be used in repairing customer cars.

EXAMPLES OF IMPROPER USE OF RESALE CERTIFICATE

In the examples below, the seller should not accept Resale Certificates, but should insist upon payment of the sales tax.

- a. A lumber dealer can not accept a Resale Certificate from a tire dealer who is purchasing lumber for use in altering his premises.
- b. A distributor may not issue a Resale Certificate on purchases of cleaning supplies and other materials for his own office maintenance, even though he is in the business of distributing such supplies.
- c. A retailer may not issue a Resale Certificate on purchases of office equipment for his own use, even though he is in the business of selling office equipment.
- d. A supplier can not accept a Resale Certificate from a service station owner who purchases tools and testing equipment for use in his business.

REPRODUCTION OF RESALE CERTIFICATE FORMS: Private reproduction of both sides of Resale Certificates may be made without the prior permission of the Division of Taxation.

FOR MORE INFORMATION: Read publication S&U-6 (Sales Tax Exemption Administration).

<http://www.state.nj.us/treasury/taxation/pdf/pubs/sales/su6.pdf>

DO NOT MAIL THIS FORM TO THE DIVISION OF TAXATION

This form is to be completed by purchaser and given to and retained by seller.