

# **PKNY International, Inc.**

## **New Application Check List**

- Account Application
- Terms & Agreements
- Copy of Business License
- Copy of Sales & Use Tax Certificate
- Copy of Owner's Driver's License

**Complete the check list and return the 5 documents to:**

Toll Free Fax: (855) 345-7569

or

E-mail: [info@pknybeauty.com](mailto:info@pknybeauty.com)

**ATTENTION :** \_\_\_\_\_



### **PK INTERNATIONAL, Inc.**

**CHICAGO** 5445 N. Elston Ave. Chicago, IL 60630 - 1456

Tel: 1-773-282-8080      Toll Free Tel: 1-800-882-6688  
Fax: 1-773-282-8181      Toll Free Fax: 1-866-426-8989

[www.pkbeauty.com](http://www.pkbeauty.com)

### **PKNY INTERNATIONAL, Inc.**

**NEW JERSEY** 1 Caesar Place Moonachie, NJ 07074-1702

Tel: 1-201-939-PKNY(7569)      Toll Free Tel: 1-855-345-PKNY(7569)  
Fax: 1-201-939-4848      Toll Free Fax: 1-855-345-0070

[www.pkbeauty.com](http://www.pkbeauty.com)

# ACCOUNT APPLICATION

## Customer Information

(This section must be filled out in full)

Company Information	Owner's Information
Company Name:	Owner Name:
Company Address:	Home Address:
City:                      State:                      Zip:	City:                      State:                      Zip:
Company Ph #:	Cell Ph #:
Company Fax #:	Home Ph #:
Year Established:	E-mail Address:

## Credit Application

(Fill out only if you will require credit terms)

### Trade References

(The following is a list of who your company is currently doing business with)

Company Name:	Phone #:
Contact Person:	Fax #:

Company Name:	Phone #:
Contact Person:	Fax #:

Company Name:	Phone #:
Contact Person:	Fax #:



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# PKNY INTERNATIONAL, INC.

## Terms and Agreements

1. Warranty: PKNY International, Inc (hereafter "PKNY"), its website, its catalogs, and the materials and products on them are provided "as is" and without warranties of any kind, whether express or implied of merchantability; fitness for a particular purpose or otherwise, which extend beyond the manufacturer's description on the label of each product.
2. Limitation of Liability: PKNY shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on their website or their catalog or the performance of the products, even if PKNY has been advised of the possibility of such damages.
3. Quantity: We reserve the right to limit order quantities.
4. Past Due Account: Payment not made within the terms stated on the invoice are subject to finance charges at the rate of 1.5% per month or fraction thereof from due date. Should any part of the indebtedness evidenced hereby be collected by law or through an attorney-at-law, the holder shall be entitled to collect all attorneys' fees and all costs of collection.
5. Claims: Must be made within 3 days of delivery. You must notify customer service immediately upon receipt
6. Returned Checks: Any returned checks will incur a \$50.00 service charge
7. Pricing: In the event that PKNY mistakenly listed at an incorrect price, PKNY reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. PKNY reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, PKNY shall issue a credit to your credit card account in the amount of the incorrect price.
8. Merchandise Content: PKNY attempts to be accurate in its product descriptions. However, PKNY does not warrant that product descriptions or other content is accurate, complete, reliable, current, or error-free. If you find a product not as described, your sole remedy is to return it unused.
9. Export Policy: You acknowledge that the purchased goods are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are received.
10. Indemnification: You agree to indemnify, defend, and hold harmless PKNY, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing account.

I agree to the above terms and agreements

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Personal Guaranty

I, \_\_\_\_\_ **[Owner, insert your full name]** (hereafter "Guarantor") for and in consideration of PKNY International, Inc (hereafter "PKNY") extending credit at my request to \_\_\_\_\_ **[insert your company name]** (hereafter "Purchaser") hereby personally and unconditionally guarantee and promise to pay PKNY any obligations of Purchaser and I hereby agree to bind myself to pay PKNY on demand any sum which may become due to PKNY, whenever Purchaser shall fail to pay the same. This Personal Guaranty guarantees all extensions of credit including, but not limited to, increases to the credit limit of the Purchaser, and is not given in association with any one particular grant of credit or credit application. "Obligations" include but are not limited to all extensions of credit to Purchaser, all transactions between Purchaser and PKNY, the invoiced cost of products and services sold to Purchaser by PKNY, and any other amounts, charges, expenses, interest, fees, costs owed by Purchaser to PKNY. I will reimburse PKNY for all expenses incurred by it in the collection, enforcement or attempted enforcement of any of its rights hereunder against Purchaser or Guarantor including, but not limited to, 33.333% attorney fees and costs and collection agent fees and expenses. I subordinate any obligations that Purchaser may have to me to the obligations of Purchaser owed to PKNY. I agree to so pay and perform without requiring PKNY to exercise, pursue or enforce any right or remedy PKNY has against Purchaser, any co-guarantor, or any other party.

I acknowledge that all payments due hereunder are required to be made to PKNY at PKNY's address in Moonachie, New Jersey, and that an appropriate forum for litigation with respect to the enforcement of this Personal Guaranty shall be in a court of competent jurisdiction in Moonachie, New Jersey. Notwithstanding the place of residence of Guarantor or the place of execution of this Personal Guaranty, the laws of the State of New Jersey shall control the construction, interpretation and enforcement of this Personal Guaranty and all matters related to this Personal Guaranty, without application or reference to conflict of law's provisions.

This Personal Guaranty is a general, continuing, absolute, unconditional and irrevocable guarantee of payment and not of collection, and is an indemnity for such obligations of Purchaser, enforceable by PKNY, its successors and assigns, and is binding upon Guarantor and Guarantor's heirs and assigns and shall inure to the benefit of PKNY's successors and assigns. The liability of Guarantor is primary, direct, unconditional and independent of the obligations of Purchaser. All of PKNY's rights and remedies hereunder are cumulative and not alternative. Each party hereby waives trial by jury in any action, proceeding, claim, or counterclaim brought by either party in connection with any matter arising out of or in any way connected with this personal guaranty or the relationship of PKNY and guarantor hereunder. It is understood by Guarantor that any defaults, failure to pay when due or credit experience on the part of Guarantor may be reported by PKNY to a consumer credit reporting agency.

Guarantor's name (**owner**) : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Soc. Sec #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

State of New Jersey  
DIVISION OF TAXATION

SALES TAX  
FORM ST-3

PURCHASER'S NEW JERSEY  
TAXPAYER REGISTRATION NUMBER\*

RESALE CERTIFICATE

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.

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 PKNY International, Inc Date \_\_\_\_\_  
(Name of Seller)

1 Caesar Place Moonachie NJ 07074  
Address City State 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)

**Form ST-3NR**

**RESALE CERTIFICATE FOR NON-NEW JERSEY SELLERS**

For use **ONLY** by out-of-state sellers not required to be registered in New Jersey

**[THIS FORM IS NOT VALID UNLESS FULLY COMPLETED]**

Please read and comply with instructions on both sides of this certificate.

**SELLER**

Name PKNY International, Inc

Address 1 Caesar Place, Moonachie, NJ 07074

New Jersey Tax Registration Number 462-406-413-000

**PURCHASER**

Name\* \_\_\_\_\_

Business Location\* \_\_\_\_\_

State(s) of Registration \_\_\_\_\_

Out-of-State Registration Number(s)\* \_\_\_\_\_

Type of Business\* (e.g., retailer, wholesaler, manufacturer, repair shop) \_\_\_\_\_

Description of Item(s) Sold, Serviced or Leased: \_\_\_\_\_

Description of Item(s) Purchased: \_\_\_\_\_

This merchandise or service is being purchased for (check applicable item)

- Resale in its present form
- Resale as a physical component of a product produced or repaired by the purchaser
- Lease (outside New Jersey)

The purchaser certifies it has no place of business, employees, independent contractors, service activities, or leased tangible personal property in New Jersey, is not required to be registered with the New Jersey Division of Taxation, and in fact is not registered with the New Jersey Division of Taxation.

The purchaser further certifies that if any property purchased tax free is used or consumed by the purchaser in New Jersey making it subject to New Jersey sales and use tax, the purchaser will pay the proper tax to the Division of Taxation.

Under penalties of perjury I swear or affirm that the information on this form is true and correct to the best of my knowledge.

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

Authorized Signature \_\_\_\_\_

(Owner, Partner, Corporate Officer)

Title \_\_\_\_\_ Date \_\_\_\_\_

Address (if different from above) \_\_\_\_\_