

**Chicago Office**

5445 N. Elston Ave PH: 773.282.8080  
Chicago, IL 60630 E: NewAccounts@pkbeauty.com

**New York Office**

1 Caesar Place PH: 201.939.7569  
Moonachie, NJ 07074 E: NewAccounts@pkbeauty.com

# **PK INTERNATIONAL, INC.**

## **New Application Check List (all 5 items must be provided)**

- page1: Account Application
- page2: Terms and Agreements & Guaranty
- page3: Sales & Use Tax Certificate
- Copy of Business License
- Copy of Owner's Driver's License

**Complete the check list**

**and return the 5 documents to:**

**NewAccounts@pkbeauty.com**

**please be patient as this process can take 1-2 weeks**

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# Account Application

(This section must be completed in full)

## Company Information

Company Name:
Address:
City:                      State:                      Zip:
Ph #:
Fax #:
email:
Website:

## Ship To (if different from Company Info)

Ship To Company Name:
Address:
City:                      State:                      Zip:
Ph #:
Contact Person Name:
email:

## Owner's Information

Owner Name:
Address:
City:                      State:                      Zip:
Cell Ph #:
Direct email:
Year Company Was Established:

## Manager Information (if different from owner)

Contact Name:
Direct Ph #:
Direct Email:

## Terms and Agreements (This section must be filled out in full)

1. Warranty: PK International, Inc (hereafter "PK"), 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.
2. Limitation of Liability: PK 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.
3. Quantity: PK reserves the right to limit order quantities.
4. Minimum Order: PK reserves the right to reject any orders which are less than \$500.00
5. Cancellations: Any order that is confirmed , then cancelled , will incur a 10% restocking fee on their account.
6. Claims: Any claim, whether a shortage or damage, must be made within 72 hours after delivery.
7. Past Due: Payment not made within the terms stated on the invoice are subject to finance charges at the rate of 1.5% per month 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.
8. Returned Checks: Any returned checks will incur a \$50.00 service charge
9. Pricing: In the event that PK mistakenly advertises an incorrect price, PK reserves the right to refuse or cancel any orders placed for product listed at the incorrect price.
10. Content: PK attempts to be accurate in its product descriptions. However, PK does not warrant that descriptions are error-free. If you find product not as described, you may return it or contact manufacturer.
11. Export: You acknowledge that purchased goods are subject to customs & export laws & regulations of the USA and may be subject to customs & export laws & regulations of the country in which the products are received.
12. Indemnification: You agree to indemnify, defend, and hold harmless PK and its employees from and against losses, expenses, damages and costs, 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 (This section must be filled out in full)

I, \_\_\_\_\_ [Owner, *insert your full name*](hereafter "Guarantor") for and in consideration of PK International, Inc (hereafter "PK") extending credit at my request to \_\_\_\_\_ [*insert your company name*] (hereafter "Purchaser") hereby personally and unconditionally guarantee and promise to pay PK any obligations of Purchaser and I hereby agree to bind myself to pay PK on demand any sum which may become due to PK, 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 PK, the invoiced cost of products and services sold to Purchaser by PK, and any other amounts, charges, expenses, interest, fees, costs owed by Purchaser to PK. I will reimburse PK 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 PK. I agree to so pay and perform without requiring PK to exercise, pursue or enforce any right or remedy PK has against Purchaser, any co-guarantor, or any other party.

I acknowledge that all payments due hereunder are required to be made to PK, 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 the city in which PK resides. Notwithstanding the place of residence of Guarantor, the laws of the State in which PK resides control the construction, interpretation, 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 PK, its successors and assigns, and is binding upon Guarantor and Guarantor's heirs and assigns and shall inure to the benefit of PK's successors and assigns. The liability of Guarantor is primary, direct, unconditional and independent of the obligations of Purchaser. All of PK'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 PK 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 PK to a consumer credit reporting agency.

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

Address: \_\_\_\_\_ Soc. Sec #: \_\_\_\_\_

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

## UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2–6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of December 9, 2020.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged or is registered as a

Wholesaler

Retailer

Manufacturer

Seller

Lessor (see notes on pages 2–4)

Other (Specify) \_\_\_\_\_

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the Seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>		NE	
AR		NJ	
AZ <sup>2</sup>		NY	
CA <sup>3</sup>		NC <sup>20</sup>	
CO <sup>4,5</sup>		ND	
CT <sup>6</sup>		OH <sup>21</sup>	
FL <sup>7</sup>		OK <sup>22</sup>	
GA <sup>8</sup>		PA <sup>23</sup>	
HI <sup>4,9</sup>		RI <sup>24</sup>	
ID <sup>10</sup>		SC	
IL <sup>4,11</sup>		SD <sup>25</sup>	
IA		TN <sup>26</sup>	
KS <sup>12</sup>		TX <sup>27</sup>	
KY <sup>13</sup>		UT	
ME <sup>14</sup>		VT <sup>28</sup>	
MD <sup>15</sup>		WA <sup>29</sup>	
MI <sup>16</sup>		WI <sup>30</sup>	
MN <sup>17</sup>		OTHER	
MO <sup>18</sup>			

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

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

(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

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

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