



## ACCOUNT APPLICATION

Date: / /      New Customer      New Ownership      Address Change      Additional Location

### CUSTOMER INFORMATION

Name of Business:		
Type of Business:	Federal Tax ID#:	
Shipping Address:		
City:	State:	Zip:
Billing Address (if different from shipping) :		
City:	State:	Zip:

### CONTACT INFORMATION

Applicant/Owner Name:	
Title:	
Phone:	Email:
Buying Contact:	
Phone:	Email:
Accounts Payable Contact:	
Phone:	Email:
Website Account Email:	
Website Username:	Website Password:

*\*Account will be created for www.genpet.org. Password must be at least 6 characters.*

### DELIVERY INFORMATION

Store Hours:	Loading Zone:      Yes      No
Store Phone Number:	Fax:
Comments/Directions:	

*\*Please complete entire application and submit to Generation Pet with a copy of your business license.*



## CREDIT CARD AUTHORIZATION/GUARANTEE

Date: / /

### CUSTOMER INFORMATION

Account Name:

Print Name:

Signature:

### CREDIT CARD AUTHORIZATION

Name on Card:

Credit Card Number:

CVV:

Expiration Date: /

Type of Card:



Preferred Payment Method: ACH Draft (Please provide a voided check)

Check on Delivery

Credit Card

*\*All credit card payments will incur a 3% processing fee as of December 1, 2017.*

### BILLING ADDRESS

Address:

City:

State:

Zip:

*\*Please complete entire application and submit to Generation Pet with a copy of your business license.*

*\*All orders must be paid on delivery.*

*\*As the card holder/company representative, I authorize this card to be used for open invoices.*

*\*The signature of the Applicant attests financial responsibility, ability and willingness to pay our invoices with the stated terms both for the Corporation and Individually. All invoices are due per the terms stated on the invoices. Any invoices not paid accordingly will be assessed a finance charge at the prevailing rate. In the event of default in payment, applicant agrees to be responsible for all costs of collection, including reasonable attorney's fees. Nonpayment or continued slow payment of product invoices or finance charges will be cause for cancellation of credit privileges. Termination of credit line will not effect in any way the obligation of customer to pay all accrued amounts due.*

### PERSONAL GUARANTEE

I, the undersigned, do personally guarantee payment to Hunter Enterprise LLC DBA Generation Pet for previous, present, and future charges to the above business or corporation, hereinafter called the Customer, which shall include orders placed by an officer, employee or agent of the Customer. I also agree to pay all costs of collection, including reasonable attorney's fees in the event of default of payment by the Customer of the Guarantor. This guarantee shall remain in effect until revoked by the Guarantor by written notification to Hunter Enterprise LLC DBA Generation Pet by registered mail, or certified mail, return receipt requested. In the event the business is sold, Hunter Enterprise LLC DBA Generation Pet must be notified in writing, before Guaranty is revoked. The application and guaranty are subject to approval by the credit department of Hunter Enterprise LLC DBA Generation Pet. Confirmation of approval to the Customer or Guarantor is not required.

Guarantor Signature:

Guarantor Name:

Guarantor Title:

Date:



# Resale Certificate

ST-120 (1/1/07)  
New York

Single-use certificate     Blanket certificate    Date issued \_\_\_\_\_  
Temporary vendors must issue a single-use certificate.

### Seller information - please type or print

Seller's name		
Address		
City	State	ZIP code

### 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 \_\_\_\_\_
- a New York State temporary vendor. My valid Certificate of Authority Number is \_\_\_\_\_ and expires on \_\_\_\_\_

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 registered 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 purchasing:

- C  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 fulfillment services provider in New York State.
- D  Tangible personal property for resale that will be resold from a business located outside New York State.

### Part 3 - Certification

I, the purchaser, understand that:

- I may not use this certificate to purchase items or services that are not for resale.
- If I purchase tangible personal property or services for resale, but I use or consume the tangible personal property or services myself in New York State, I must report and pay the unpaid tax directly to New York State.
- I will incur tax liabilities, in addition to penalty and interest, for any misuse of this certificate.

Please type or print

Purchaser's name as it appears on the sales tax registration		Name of owner, partner, or officer of corporation, authorizing the purchase	
Street address		Purchaser's signature	
City	State	ZIP code	Title

Substantial penalties will result from misuse of this certificate

## INSTRUCTIONS FOR USE OF RESALE CERTIFICATES

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate. **This certificate is only for use by a purchaser who:**

- A** - is registered as a New York State sales tax vendor and has a valid Certificate of Authority issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, **or**
- B** - is not required to be registered with the New York State Tax Department;
  - is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
  - is purchasing items for resale that will be either:
    - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
    - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

**Note:** For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered in New York State. If you need help determining if you are required to register because you engage in some other activity in the State, contact the Department (see the **Need Help** section). However, a purchaser who is not otherwise required to be registered in New York may purchase fulfillment services from an unaffiliated New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered in New York State.

If you meet the registration requirements and engage in business activities in New York State without possessing a valid Certificate of Authority, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

### Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractors Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

### To the Purchaser

Enter all the information requested on the front of this form.

You may check the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not check the *Blanket certificate* box, the

vendors may not issue a blanket certificate. A temporary vendor is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

If you intentionally issue a fraudulent exemption certificate, you will become liable for penalties and interest, in addition to the sales tax initially due. Some penalties that may apply:

- 100% of the tax due
- \$50 for each fraudulent exemption certificate issued
- a misdemeanor penalty consisting of fines not to exceed \$10,000 for an individual or \$20,000 for a corporation
- loss of your Certificate of Authority

### To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith,
- in the vendor's possession within 90 days of the transaction, and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

**Invalid exemption certificates** - Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

**Retention of exemption certificates** - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later.



### Need Help?

Tax information: 1 800 972-1233  
Forms and publications: 1 800 462-8100  
From outside the U.S. and outside Canada: (518) 485-6800  
Fax-on-demand forms: 1 800 748-3676  
Internet access: <http://www.tax.state.ny.us>



## **Generation Pet Policies**

### **Orders Due:**

Orders are due two days before the delivery date by 11AM and must meet the minimum of \$300. There is also a fuel surcharge of \$7.50-\$15 for each delivery depending upon your location. The fuel surcharge is in addition to the order minimum. Stores are able to add on to their order up until the day before the delivery date by 11AM. If anything urgent ever arises, please call the office and we will do our best to accommodate you.

### **Return Policy:**

Products purchased through Generation Pet may be authorized for return using the following guidelines. All returns must be called into the office for prior approval before being returned with the driver. Returns must be called in **NO LATER THAN 1pm** the day before delivery. Once approved, the office will fill out a form that will be sent to the store to be attached to the product/UPCs that is to be picked up by the driver.

The driver is not authorized to pick up any return that has not been pre-approved by the office staff and that does not have a Generation Pet authorization form.

Returns do not guarantee a credit to your account. All returns must have proper documentation in order to be processed. Credit will be issued upon approval.

Some manufacturers require prior written authorization before items may be returned. We will instruct you of any forms needed when the returns are called in. Once the return has been approved, credit will be applied to your account which may be used at a later date.

### **Customer Returns/Satisfaction:**

If a customer returns a product through the store, it is mandatory that the customer name and phone number be included and the UPC/product be returned to Generation Pet. If a customer feels a product may have caused their animal to become ill, it may be necessary for that customer to contact the manufacturer directly. In most cases, our manufacturers list a 800 number for their convenience.

### **Shortages/Mispicks/Overages/Damages:**

All orders require a signature at the time of delivery. Please look over your order for any damages or discrepancies. The driver may take back any products that are damaged or misdelivered when noted upon delivery. Adjustments will be made to the account upon the driver's submission of Generation Pet's delivery copy.

If an error has been noted after the driver has left, please contact the office within 48 hours of delivery receipt. 301-725-0700 sales@genpet.org

All shortages are subject to verification. If the driver does not note shortages at the time of delivery, credit is not guaranteed.

Items returned after delivery due to retailer error are subject to a 15% restocking fee.

**Short Dated/Expired Product:**

Generation Pet defines short dated as any item with 90 days or less before the expiration date. Short Dated/Expired Products are NOT eligible for return unless they are delivered that way or there is pre-approval from the manufacturer in the form of email to Generation Pet.

**Spoiled/Infested Products:**

Generation Pet is committed to providing all natural, holistic, and organic products. It is inherently understood that from time to time infestation may occur as a natural by-product to chemical free ingredients. Should a product purchased from Generation Pet appear to be infested please contact the office immediately. Once given approval, Generation Pet will issue a return form and instructions on how to proceed. The product must have been purchased within the previous 30 days.

**Overstock Returns:**

Past orders may be returned contingent upon office approval. Please note returned items are subject to a 15% restocking fee. Products must have at least 60 days left on their shelf life and be resellable. Upon receipt of return into the warehouse, products will be inspected. Once approved, credit will be applied to your account which may be used at a later date. If products are returned in unsellable condition, credit will not be issued and products will not be sent back.

**UPS Shipping Policy:**

Any orders that do not meet our truck delivery minimum may be shipped UPS, but are subject to all Shipping and Handling charges.

**Payment Policies:**

All accounts must have a current credit card on file in order to be delivered.

All invoices are due per the terms stated on the invoices. If invoices are not paid, the credit card on file may be charged.

As of December 1, 2017 all payments made by credit card will incur an additional 3% fee for processing.

Any invoices not paid accordingly will be assessed a finance charge at the prevailing rate. In the event of default in payment, applicant agrees to be responsible for all costs of collection, including reasonable attorney's fees. Nonpayment or continued slow payment of product invoices or finance charges will be cause for cancellation of credit privileges. Termination of credit line will not effect in any way the obligation of customer to pay all accrued amounts due.

**Contacts:**

For returns, shortages, mispicks, damages, etc. please contact the office.

301-725-0700

[sales@genpet.org](mailto:sales@genpet.org)