

New Application Check List

- Account App / Credit App
- CRT-61 Certificate of Resale
- Terms & Agreements / Personal Guaranty
- Copy of Owner's Driver's License
- Copy of State Tax Exempt I.D./Certificate
- Copy of Business License

Complete the check list and return the 6 documents to:

Toll Free Fax: (866) 426-8989

or

E-mail: info@pkbeauty.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

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

Account Application

(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 #:

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PK INTERNATIONAL, INC.

Terms and Agreements

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; fitness for a particular purpose or otherwise, which extend beyond the manufacturer's description on the label of each product.
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, even if PK 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 PK mistakenly listed at an incorrect price, PK reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. PK 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, PK shall issue a credit to your credit card account in the amount of the incorrect price.
8. Merchandise Content: PK attempts to be accurate in its product descriptions. However, PK 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 PK, 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 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, 33.33% 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 at PK's address in Chicago, Illinois, 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 Chicago, Illinois. Notwithstanding the place of residence of Guarantor or the place of execution of this Personal Guaranty, the laws of the State of Illinois 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 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: _____

Soc. Sec #: _____ Driver's License #: _____

Address: _____ City / State / Zip: _____



CRT-61 Certificate of Resale

Step 1: Identify the seller

1 Name _____

2 Business address _____

City State Zip

Step 2: Identify the purchaser

3 Name _____

4 Business address _____

City State Zip

5 Complete the information below. Check only one box.

The purchaser is registered as a retailer with the Illinois Department of Revenue. _____
Account ID number

The purchaser is registered as a reseller with the Illinois Department of Revenue. _____
Resale number

The purchaser is authorized to do business out-of-state and will resell and deliver property only to purchasers located outside the state of Illinois. See Line 5 instructions.

Step 3: Describe the property

6 Describe the property that is being purchased for resale or list the invoice number and the date of purchase.

Step 4: Complete for blanket certificates

7 Complete the information below. Check only one box.

I am the identified purchaser, and I certify that all of the purchases that I make from this seller are for resale.

I am the identified purchaser, and I certify that the following percentage, _____ %, of all of the purchases that I make from this seller are for resale.

Step 5: Purchaser's signature

I certify that I am purchasing the property described in Step 3 from the stated seller for the purpose of resale.

Purchaser's signature Date

Note: It is the seller's responsibility to verify that the purchaser's Illinois account ID or Illinois resale number is valid and active. You can confirm this by visiting our web site at tax.illinois.gov and using the Verify a Registered Business tool.

General information

When is a Certificate of Resale required?

Generally, a Certificate of Resale is required for proof that no tax is due on any sale that is made tax-free as a sale for resale. The purchaser, at the seller's request, must provide the information that is needed to complete this certificate.

Who keeps the Certificate of Resale?

The seller must keep the certificate. We may request it as proof that no tax was due on the sale of the specified property.

Do not mail the certificate to us.

Can other forms be used?

Yes. You can use other forms or statements in place of this certificate but whatever you use as proof that a sale was made for resale must contain

- the seller's name and address;
- the purchaser's name and address;
- a description of the property being purchased;
- a statement that the property is being purchased for resale;
- the purchaser's signature and date of signing; and
- either an Illinois account ID number, an Illinois resale number, or a certification of resale to an out-of-state purchaser.

Note: A purchase order signed by the purchaser may be used as a Certificate of Resale if it contains all of the above required information.

When is a blanket certificate of resale used?

The purchaser may provide a blanket certificate of resale to any seller from whom all purchases made are sales for resale. A blanket certificate can also specify that a percentage of the purchases made from the identified seller will be for resale. In either instance, blanket certificates should be kept up-to-date. If a specified percentage changes, a new certificate should be provided. Otherwise, all certificates should be updated at least every three years.

Specific instructions

Step 1: Identify the seller

Lines 1 and 2 Write the seller's name and mailing address.

Step 2: Identify the purchaser

Lines 3 and 4 Write the purchaser's name and mailing address.

Line 5 Check the statement that applies to the purchaser's business, and provide any additional requested information.

Note: A statement by the purchaser that property will be sold for resale will not be accepted by the department without supporting evidence (e.g., proof of out-of-state registration).

Step 3: Describe the property

Line 6 On the lines provided, briefly describe the tangible personal property that was purchased for resale or list the invoice number and date of purchase.

Step 4: Complete for blanket certificates

Line 7 The purchaser must check the statement that applies, and provide any additional requested information.

Step 5: Purchaser's signature

The purchaser must sign and date the form.