

**STELLARIS BEAUTY Supply**  
**2660 Gerritsen Ave**  
**Brooklyn, NY 11229**

New Application Check List

- Account Application
- Personal Guaranty / Credit App
- 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:**

Send to: [info@stellarisbeauty.com](mailto:info@stellarisbeauty.com)

Attention To : New Accounts

# 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 #:  |
| Company email:  | Direct email:   |
| Company Website:  | Year Company Was Established:                               |

## Terms and Agreements

(This section must be filled out in full)

1. Stellaris Beauty Supply, 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: Stellaris Beauty Supply 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 Stellaris Beauty Supply has been advised of the possibility of such damages.
3. Quantity: Stellaris Beauty Supply reserves the right to limit order quantities.
4. Minimum Order: Stellaris Beauty Supply 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 Stellaris Beauty Supply mistakenly advertises an incorrect price, Stellaris Beauty Supply reserves the right to refuse or cancel any orders placed for product listed at the incorrect price.
10. Merchandise Content: Stellaris Beauty Supply attempts to be accurate in its product descriptions. However, Stellaris Beauty Supply 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 or contact the manufacturer.
11. Export: You acknowledge that the purchased goods are subject to the customs and export laws and regulations of the United States of America and may be subject to the customs and export laws and regulations of the country in which the products are received.
12. Indemnification: You agree to indemnify, defend, and hold harmless Stellaris Beauty Supply, 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 / Credit Application

## 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 #:   |

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

I acknowledge that all payments due hereunder are required to be made to Stellaris Beauty Supply, 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 Stellaris Beauty Supply resides. Notwithstanding the place of residence of Guarantor or the place of execution of this Personal Guaranty, the laws of the State of New York 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 Stellaris Beauty Supply, its successors and assigns, and is binding upon Guarantor and Guarantor's heirs and assigns and shall inure to the benefit of Stellaris Beauty Supply's successors and assigns. The liability of Guarantor is primary, direct, unconditional and independent of the obligations of Purchaser. All of Stellaris Beauty Supply'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 Stellaris Beauty Supply 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 Stellaris Beauty Supply 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: \_\_\_\_\_