



Vegan Distribution
 2364 W Winton Ave
 Hayward, CA 94545
 Tel: 510.398.7266

CUSTOMER ACCOUNT APPLICATION

BUSINESS INFORMATION	
Full Legal Business Name:	Date Established:
Doing Business As (dba):	Federal Tax ID:
Address:	CA Resale permit #:
City:	State: ZIP:
Phone:	Email:
Type of Ownership: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> LLC	
Type of Business: <input type="checkbox"/> Restaurant <input type="checkbox"/> Retail <input type="checkbox"/> Cafe <input type="checkbox"/> Manufacturer <input type="checkbox"/> Other: _____	
PURCHASING DEPARTMENT	
Purchasing Contact & Title:	
Phone:	Email:
ACCOUNTS PAYABLE DEPARTMENT / BILLING INFORMATION	
Billing Address:	
Payables Contact:	
Phone:	Email:
SHIPPING INFORMATION	
Delivery Business Name:	
Delivery Address:	
Receiving Contact Person:	Receiving Phone:
Receiving Contact Email:	
Receiving Days/Hours:	
Type of Delivery: <input type="checkbox"/> Pallet Drop <input type="checkbox"/> Hand Truck	
Location: <input type="checkbox"/> Receiving Dock <input type="checkbox"/> Front Door <input type="checkbox"/> Back Door	
Special Delivery Instruction:	
AGREEMENT	
<p>The undersigned expressly agrees to make payment in full for all purchases in accordance with the terms and conditions as stated on each invoice. Should the undersigned default in any such payment, the undersigned expressly agrees to pay a late service charge on any amounts in default at the maximum rate permitted by law, and, at the option of Vegan Distribution, all amounts owed Vegan Distribution by the undersigned shall become immediately due and payable. The undersigned further agrees to pay any and all costs of collection, including attorney fees and other expenses incurred by Vegan Distribution, in the collection of any obligation of the undersigned pursuant hereto. The undersigned, as agent for the above business and individually, consents to the jurisdiction and venue in the County of Alameda, State of California in the event Vegan Distribution must bring collection action against the business.</p>	
Printed Name of Owner/Officer:	Title:
Signature of Owner/Officer:	Date:

Terms & Conditions

Orders

- (a) Orders must be placed 48 hours before delivery or will call. A \$20 rush fee will apply if order is accepted after cutoff time.
- (b) Once placed, all orders are considered final and may not be changed or cancelled.
- (c) For customized and special orders, there will be no cancellation or refund once order is confirmed.
- (d) Product price will be listed in Customer's catalog. Due to fluctuations and volatility in the market, Distributor reserves the right to change prices without notice.
- (e) Sales tax will be applied to all taxable products purchased for items not listed on the resale certificate. Tax is based on the delivery location.

Payment

- (a) The default Customer account terms are Prepaid unless otherwise requested and approved.
- (b) Customer who establishes a consistent buying pattern may apply for credit terms. Terms are Prepaid until all industry and bank references are verified, and the credit process is completed and approved.
- (c) If Customer does not pay each such invoice on or before the date due, Customer shall pay interest on the unpaid balance of each such invoice at the rate specified on such invoice (or, if none is specified on any particular invoice, then at the rate of eighteen percent {18% per annum (1.5% per month)}), or at the maximum rate allowed by the law, whichever is less.
- (d) Credit terms are offered at the sole discretion of Distributor and may be terminated at Distributor's sole discretion. Customer also agrees to pay any court costs, attorney fees and costs of collection Distributor may incur in enforcing the terms of any invoice or other agreement of Customer with Distributor.
- (e) Returned checks will result in a \$40 assessment, which may be posted to the account and included as an additional charge. Customer's account may be placed on hold until the returned check and handling fees have been settled.
- (f) Payment must be made in full for all special orders and customized orders at the time of order confirmation.

Returns/Replacements

- (a) Customer must notify Distributor within one (1) business day from receipt of product to notify Distributor of shortages, error or merchantability issues. Customer assumes responsibility for completeness of order at time of signing receipt.
- (b) Customer must make available for inspection and examination by Distributor all goods which Customer claims to be defective.
- (c) No returns will be accepted without prior authorization. Returned item must be in original unaltered packing condition.
- (d) Returns or refusal of product by Customer for reasons other than confirmed Distributor error or merchantability issues are subject to a 25% restocking fee. Otherwise Customer is responsible for the entire order total and any additional shipping and handling charges resulting from the return or refusal.

Delivery

- (a) Distributor will deliver according to a scheduled route weekly with a specified minimum order amount per route. Customer will be informed of their delivery day. Delivery will be dropped off at door.
- (b) If greater than one delivery attempt is required to complete the delivery, each delivery attempt will be billed at \$40.
- (c) There will be a fuel surcharge on each delivery (based on average fuel charges on US Department of Energy) as follows:

Cost Per Gallon	<\$2.49	\$2.50 - \$2.74	\$2.75 - \$2.99	\$3.00 - \$3.24	\$3.25 - \$3.49	\$3.50 - \$3.74	\$3.75 - \$3.99	\$4.00 - \$4.24	\$4.25 - \$4.49	\$4.50 - \$4.74	\$4.75 - \$4.99
Cost Per Delivery	\$0.00	\$10.00	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00	\$45.00	\$50.00	\$55.00

Product Change, Discontinuation

- (a) Distributor relies on suppliers to notify of product change or discontinuation, and does not guarantee such information from suppliers at all times. Customer assumes responsibilities to check ingredients or any product specific marketing claim.

These terms and conditions shall prevail unless written notice is provided. My signature below acknowledges that I am an Authorized Buyer and have read, understand, and accept the above Terms and Conditions.

AUTHORIZED REPRESENTATIVE SIGNATURE

AUTHORIZED REPRESENTATIVE PRINTED NAME

TITLE

COMPANY NAME

DATE

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from Vegan Distribution of the item(s) I have listed in paragraph 5 below.
[Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

Food and restaurant supplies

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

()

DATE