



BALZAC BROS

FINE GREEN COFFEES

CUSTOMER APPLICATION

CONTACT INFORMATION			
Legal Company Name		Date business commenced	Preferred billing and payment method
Name of primary green buyer		Type of business	
Phone			
E-mail address			*Retail License Number
Name of accounts payable contact (for invoices)		Do you have a loading dock or forklift at your facility?	
E-mail address		Yes	*Business License Number
Phone		No	
Company mailing address (street, city, state and zip code)		Is your address commercial or residential?	<i>Please note that for credit card payments, invoices will include a 2.5 or 3.5 percent charge issued by the credit card company.</i>
Company shipping address (if different from above)			

TRADE REFERENCES			
(IF YOUR COMPANY WOULD LIKE TO APPLY TO MOVE TO PAYMENT TERMS AFTER YOUR FIRST 3 ORDERS)			
Company name		Phone	
Address		Fax	
City, state and zip code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, state and zip code		E-mail	
Type of account		Other	

COMPANY CERTIFICATIONS	
(IF APPLICABLE – PLEASE NOTIFY BALZAC BROTHERS IF THESE IDs CHANGE)	
RFA	
FLO	
FTUSA	
UTZ	

Balzac Brothers • Fine Green Coffees
 11 Fulton Street • Charleston, SC
 843.723.8020

CONDITIONS AND AGREEMENT

- For the first 3 transactions with Balzac Brothers, purchases must be paid prior to delivery or acceptance of the green coffee. After a stable relationship has developed, extended credit may be offered based on positive feedback from trade references.
 - Appropriate trade references include business partners who extend credit to your company (such as NET30 terms) or have done so in the past.
 - By submitting this application, you authorize Balzac Brothers to make inquiries into the trade references you have supplied.
- For extended credit transactions, all invoices must be paid within the time period listed in the sales contract or invoice.
- Invoices paid after the period specified in the sales contract will result in late charges of 5 percent per month of the total amount due. The amount due shall be compounded for each additional month based on this percentage.
- A fee of \$35.00 will be applied to your business account if checks sent to Balzac Brothers are returned by the bank or ACH payments are rejected due to insufficient funds.
- Balzac Brothers reserves the right to run credit cards on file in the event that we do not receive responses concerning overdue payments or we determine that payments have been intentionally avoided.
- Claims arising from invoice discrepancies must be made within seven working days after the delivery or acceptance of coffee.
- By signing below, you understand that once your order has been released from the warehouse, it becomes your company property. If you experience problems with your shipment, Balzac Brothers can assist with claims, provided that you have taken the necessary steps to document any issues, such as torn bags, incorrect coffees, or missing items. All such claims must be reported within 5 business days of receiving the coffee. Please review the following protocols:
 - Inspect each delivery before signing your delivery receipt.
 - If you notice any problems with your shipment, please document these issues by taking notes and photographs.
 - If possible, please ask the truck driver to wait while you call our office for assistance.
- By signing below you swear, under penalty of perjury, that the above information is accurate, that your firm is able to pay its bills when due, and that you are authorized to make green coffee purchases on behalf of your business.

SIGNATURES

Signature		Signature	
Name and title		Name and title	
Date		Date	

FOOD SAFETY DISCLOSURE AGREEMENT (REQUEST FOR LETTER OF ASSURANCE)

Please read and sign this Balzac Brothers Importer (FSVP) Disclosure Statement to roasters as part of the Food Safety Modernization Act:

We are providing this letter to inform you (1) of the requirements of controlling the hazards of imported coffee beans under the Food Safety Modernization Act (FSMA), as required under 21 CFR 1.507 of the FSVP Regulations, (2) that this product has not been processed by Balzac Brothers to control the microbial pathogens, such as Salmonella, or the physical and chemical hazards, such as debris or metal fragments and toxins, such as Ochratoxin A, that might be present, and (3) to inform you that it is incumbent upon you, as the roaster, to establish your own controls to significantly minimize or prevent the identified hazards as deemed necessary in your own hazard analysis.

The FDA is now enforcing the FDA Foreign Supplier Verification Program (FSVP) regulations under FSMA, which was signed into law in January 2011. FSVP requires food importers to establish a program that will ensure that their foreign suppliers are producing food in a manner that provides the same level of public health protection as the preventive controls or produce safety regulations and to ensure that the supplier's food is neither adulterated nor misbranded with respect to allergen labeling.

In accordance with 21 CFR 1.504 and 1.507 of the FSVP regulations, Balzac Brothers has determined and documented that Coffee Beans meet the Raw Agricultural Commodity (RAC) definition under the Federal Food Drug and Cosmetic Act (FDCA) and that it cannot be consumed without the hazards being controlled. As the FSVP Importer, we have conducted a hazard analysis of green coffee beans. Please note that there is not a requirement to (1) conduct an evaluation of the food and foreign supplier (section 1.505) or (2) conduct foreign supplier verification activities (section 1.506) for biological hazards in coffee. The hazards from biological hazards do not require a control by Balzac Brothers, since coffee cannot be consumed without roasting (processing) and brewing by the customer, and/or end user (further processing).

The chemical hazards from Ochratoxin A, and physical contaminants must be controlled in our Hazard Analysis.

Since Balzac Brothers will not be controlling the biological hazards, and as a customer that is subject to the requirements of the current good manufacturing practice, hazard analysis, and risk-based preventive controls for human foods provisions, we are required to inform you that "this product has not been processed to control the microbial pathogens, such as Salmonella, or the physical and chemical hazards, such as debris or metal fragments and toxins, such as Ochratoxin A, that might be present". It is also required, under the regulations, that this statement must be disclosed in documents accompanying the food in accordance with the practice of the trade. Therefore, we have included this language on the Shipping and Delivery Documents as recommended by FDA.

Section 1.507 of the regulation also requires that we obtain from you, on an annual basis, a written **Customer Letter of Assurance**, that you have established and are following procedures that will significantly minimize or prevent the hazard that we (as the FSVP Importer) have identified, and that the foods are processed or prepared in accordance with applicable food safety requirements. However, FDA has delayed the compliance date for this assurance requirement by 2 years, to address feasibility concerns with these requirements (see 81 FR 57784 at 57787).

By signing below, you confirm that you and the necessary people at your company have read this letter and that you have established and are following procedures that will significantly minimize or prevent the hazards that we (as the FSVP Importer) have identified, and that the foods are processed or prepared in accordance with applicable food safety requirements.

Legal Company Name:

Printed Name:

Title:

Signature:

Date:

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To be completed by purchaser and retained by seller.
Please do not send the certificate to SC Department of Revenue.
See instructions on back.

Notice To Seller:

It is presumed that all sales are subject to the tax until the contrary is established. The burden of proof is on the seller that the sale of tangible personal property is not a retail sale. However, if the seller receives a resale certificate signed by the purchaser stating that the property is purchased for resale, the liability for the sales tax shifts from the seller to the purchaser.

This certificate is intended for use by licensed retail merchants purchasing tangible personal property for resale, lease or rental purposes. **To be valid, the following conditions must be met:**

1. The resale certificate presented to the seller by the purchaser contains all the information required by the Department and has been fully and properly completed.
2. The seller did not fraudulently fail to collect or remit the tax, or both.
3. The seller did not solicit a purchaser to participate in an unlawful claim that a sale was for resale.

Seller must maintain a copy of this certificate to substantiate the exemption in the event of an audit. If this certificate does not meet the above requirements, it is not valid and the seller remains liable for the tax.

Seller Identification:

(Seller's Name)

(Street Address) (City) (State) (Zip Code)

Purchaser's Identification and Acknowledgement:

Kind of Business Engaged in by Purchaser _____

Items Sold, Leased or Rented to Others by Purchaser _____

(Purchaser's Business or Firm Name)

(Street Address)

(City) (State) (Zip Code)

(South Carolina Retail License Number, if not S.C. indicate a valid retail license number and state)

As purchaser, I certify that I am engaged in the business of selling, leasing or renting tangible personal property of the kind and type sold by your firm. I also certify that if the tangible personal property is withdrawn, used or consumed by the business or person withdrawing it (even if later resold), I will report the transaction to the SC Department of Revenue as a withdrawal from stock and pay the tax thereon based upon the reasonable and fair market value, but not less than the original purchase price (See Regulation 117-309.17). This certificate shall remain in effect unless revoked or cancelled in writing. Furthermore, I understand that by extending this certificate that I am assuming liability for the sales or use tax on transactions between me and your firm. (For additional information, See "Withdrawals From Stock, Merchant" section on reverse side).

(Print Name of Owner, Partner or Corp Officer)

(Signature of Owner, Partner, Member or Corp Officer)

(Date Certificate Completed)

(Title)