



## NEW CUSTOMER PACKET

In order to become a valued customer of Powers Candy Company we need the following items.

1. New Customer Form filled out.
2. Accounts wishing to apply for credit terms must fill out the credit application.
3. Credit terms and conditions must be signed.
4. Personal Guaranty Form must be filled out and signed.
5. Sales Tax Resale or Exemption Certificate must be filled out and signed.
6. Accounts wanting to be on an "ACH" program (automated clearing house) must fill out the ACH Authorization form and contact accounting department for payment arrangements. ACH customer must have a minimum \$500 per week order to be eligible.

Thank you,  
PCC

**Customer Information**

Please tell us the facts about your Business.

Corporation  Non-Profit  
 Partnership  Limited Liability Company  
 Proprietorship  Management Company  
 Franchise Of: \_\_\_\_\_

Federal (EIN) Tax ID# \_\_\_\_\_

New Owner(s)? \_\_\_\_\_ Purchase Date: \_\_\_\_\_

Additional Locations/Store Names:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide the following information for all Proprietors, Corporate Offices and/or Partners.**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Please list a few references, preferably distributors you are currently doing business with.**

Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, ST, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, ST, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, ST, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Please fill us in on who your Banker is:**

Bank Name: \_\_\_\_\_  
Officer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, ST, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Bill To:**

Legal Business Name: \_\_\_\_\_  
(dba) Trade Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
A/P Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_

**Ship To:**

Legal Business Name: \_\_\_\_\_  
(dba) Trade Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
A/P Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_

**Tell us what products you are interested in:**

- Candy/Confectionary  Snack Foods
- Cigarettes/Tobacco  Coffee/Bar Supplies
- Grocery Items  Meat Snacks
- Health and Beauty Care  Beverages
- Frozen/Refrigerated Foods  Paper Products
- Blue Bunny Ice Cream  Popcorn, Toys
- Camping/Fishing Items  General
- Other: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Cash  Net 7 Days

Order to Order  Net 15 Days

Visa/MC/Debit  C.O.D.

ACH (Automated Clearing House)

Other: \_\_\_\_\_

## Terms and Conditions

This Customer Account Application ("Application") is made to POWERS CANDY CO., Inc. to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this application, POWERS CANDY CO., Inc. in its sole discretion, and notwithstanding any request of the Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time, without prior notice to the applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from POWERS CANDY CO., Inc. will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to POWERS CANDY CO., Inc. all of which are incorporate herein by this reference.
3. The entire outstanding balance due to POWERS CANDY CO., Inc. on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by POWERS CANDY CO., Inc. including attorney's fees and expenses, should a default in payment or any other obligation of Applicant to POWERS CANDY CO., Inc. occur.
4. If this Application is not fully approved or if any other adverse action is taken with respect to the Applicant's credit with POWERS CANDY CO., Inc. Applicant has the right to request within 60 days of POWERS CANDY CO., Inc.'s notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The Federal Equal Credit opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part or the applicant's income derives from any public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
5. This Application and all transactions between the Applicant and POWERS CANDY CO., Inc. shall be governed by and interpreted in accordance with the laws and decisions of the state where POWERS CANDY CO., Inc.'s operating company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State").
6. Applicant and POWERS CANDY CO., Inc. irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State, with regard to any actions or proceedings arising from, relating to, or in connections with Applicant's obligations to POWERS CANDY CO., Inc. or this Application. Applicant hereby waives any right Applicant may have to transfer or change the venue of litigation filed in such courts.
7. Applicant is required to notify POWERS CANDY CO., Inc. of any changes in ownership via certified mail. If Applicant ceases doing business with POWERS CANDY CO., Inc. for any reason, Applicant will immediately purchase from POWERS CANDY CO., Inc. all remaining proprietary/special order items ordered by Applicant in POWERS CANDY CO., Inc.'s inventory.
8. Applicant expressly agrees that POWERS CANDY CO., Inc. shall not be responsible for any product nonconformity as to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery or unless POWERS CANDY CO., Inc. is notified within 48 hours of delivery.
9. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by POWERS CANDY CO., Inc. to Applicant. The approximate Initial amount of credit that Applicant requires per month shall not be binding upon POWERS CANDY CO., Inc. nor shall POWERS CANDY CO., Inc. incur liability by granting, reducing, increasing, or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to POWERS CANDY CO., Inc. for the purpose of including POWERS CANDY CO., Inc. to extend credit to Applicant, and understands that POWERS CANDY CO., Inc. intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by POWERS CANDY CO., Inc. from time to time, all of which are incorporated herein by reference, and to advise POWERS CANDY CO., Inc. of any material change in the information provided here in, including but not limited to, change of ownership, address, or telephone number. Applicant understands that POWERS CANDY CO., Inc. will retain the Application whether or not it is approved. Applicant hereby authorizes POWERS CANDY CO., Inc. to check Applicant and Applicant's principals' credit history and trade, bank and personal references (whether or not referenced in this Application) for customary credit information, to confirm the information contained on the Application, including but not limited to, sending a copy hereof to the trade and bank references, and to release information to regarding Applicant's credit experience with POWERS CANDY CO., Inc.

---

Application (Legal Business Name)

---

By Authorized Agent (Printed Name and Title)

---

Signature and Date

## Authorization for Credit Report

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing POWERS CANDY CO., Inc. to obtain a consumer report from time to time on the undersigned individual(s) through credit and consumer reporting agencies and other sources, in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the proposed extension of credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use use of such credit report in accordance with the Federal Fair Credit Reporting Act as contained in U.S.C. 1681, ET SEQ., as amended from time to time.

---

Signature and Date

## Individual Personal Guaranty

The undersigned, ("Guarantor"), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Application, hereby personally guaranties the payment by Applicant to POWERS CANDY CO., Inc. of all amounts due and owing now, and from time to time hereafter from Applicant to POWERS CANDY CO., Inc. (the "Liabilities").

Guarantor expressly waives notice from POWERS CANDY CO., Inc. of its acceptance and reliance on this Guaranty; notice of sales made to Applicant and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified, or impaired upon the happening from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature, which the Guarantor has or may have against Applicant or POWERS CANDY CO., Inc. In the event of a default by Applicant on its obligations to POWERS CANDY CO., Inc., POWERS CANDY CO., Inc. may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have.

Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement, or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefits of having such Rights; and (iii) in further consideration of POWERS CANDY CO., Inc. extending financial accommodations to Applicant, knowingly and voluntarily waives and relinquishes any Rights which may arise. Guarantor agrees to pay all fees, costs, and expenses, including reasonable attorney's fees, which may be incurred by POWERS CANDY CO., Inc. in enforcing this Guaranty or protecting its rights following any default on the part of the Guarantor. Guarantor agrees that an interest charge of one and one-half (1.5%) percent per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to POWERS CANDY CO., Inc. by Guarantor under this GUaranty until collected. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives, and survivors, and shall inure to the benefit of POWERS CANDY CO., Inc. its successors, assigns, affiliates, and shareholders and may be assigned by POWERS CANDY CO., Inc. without notice to Guarantor. This Guaranty shall be governed by and interpreted under the laws and decisions of the states where POWERS CANDY CO., Inc.'s operating company which provided the Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"). Guarantor and POWERS CANDY CO., Inc. irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to, or in connection with the Liabilities, this Guaranty or any collateral or security thereof. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in such courts. If executed by more than one, the obligations of the Guarantor shall be joint and several and all references to the singular shall be deemed in plural.

Use of a corporate title shall in no way limit the personal liability of the personal guaranty signatory.

This personal Guaranty is entered into this day of \_\_\_\_\_ (month & day), \_\_\_\_\_ (year).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



# Exemption Certificate

(Sales, Use, Tourism and Motor Vehicle Rental Tax)

**Print Form**  
**Clear form**

Name of business or institution claiming exemption (purchaser)		Telephone number	
Street address	City	State	ZIP Code
Authorized signature	Name (please print)	Title	
Name of Seller or Supplier:		Date	
Sales Tax License Number:		<i>Required for all exemptions marked with an asterisk (*)</i>	

The signer of this certificate **MUST** check the box showing the basis for which the exemption is being claimed.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

**Resale or Re-lease**

I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

**Religious or Charitable Institution**

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

**Construction Materials Purchased for Religious and Charitable Organizations**

I certify the construction materials are purchased on behalf of a religious or charitable organization and that they will be installed or converted into real property owned by the religious or charitable organization.

Name of religious or charitable organization: \_\_\_\_\_

Name of project: \_\_\_\_\_

**Fuels, Gas, Electricity**

I certify all natural gas, electricity, coal, coke, and other fuel purchased will be predominantly used for industrial use.

**Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in a Manufacturing Facility, Mining Activity, Web Search Portal or Medical Laboratory**

I certify the machinery and equipment, normal operating repair or replacement parts, or materials (except office equipment or office supplies) are for use in a Utah manufacturing facility described in SIC Codes 2000-3999 or a NAICS code within NAICS Sector 31-33; in a qualifying scrap recycling operation; in a co-generation facility placed in service on or after May 1, 2006; in the operation of a Web search portal by a new or expanding business described in NAICS Code 518112; in a medical laboratory described in NAICS Code 621511; or in a business described in NAICS 212, Mining (except Oil and Gas), or NAICS 213113, Support Activities for Coal Mining, NAICS 213114, Support Activities for Metal Mining, or NAICS 213115, Support Activities for Nonmetallic Minerals (except Fuels) Mining. For a definition of exempt mining equipment, see Utah Code §59-12-104(14).

**Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in an Electronic Payment Service**

I certify the machinery and equipment and normal operating repair or replacement parts have an economic life of three years or more and are for use in the operation of an electronic payment service described in NAICS Code 522320.

**Machinery or Equipment Used by Payers of Admissions or User Fees**

I certify that: (1) the machinery or equipment has an economic life of three or more years and will be used by payers of admissions or user fees (Utah Code §59-12-103(1)(f)); (2) the buyer is in the amusement, gambling or recreation industry (NAICS Subsector 713); and (3) at least 51 percent of the buyer's sales revenue for the previous calendar quarter came from admissions or user fees.

**Refinery Machinery, Equipment and Normal Repair or Replacement Parts**

I certify the machinery, equipment, normal operating repair parts, catalysts, chemicals, reagents, solutions or supplies are for the use of a refiner who owns, leases, controls or supervises a refinery (see Utah Code §63M-4-701) located in Utah, and beginning on July 1, 2021, annually obtains a valid refiner tax exemption certification from the Office of Energy Development.

**Pollution Control Facility**

I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

**Municipal Energy**

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

**Service Provider Consumables**

I certify the tangible personal property is consumable items purchased by a service provider as described in Utah Code §§59-12-103(1)(b), (f), (g), (h), (i) or (j).



- Commercial Airlines**  
I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.
- Commercials, Films, Audio and Video Tapes**  
I certify purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.
- Alternative Energy**  
I certify the tangible personal property meets the requirements of UC §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.
- Electrical Cooperatives**  
I certify the tangible personal property will be used for the construction, operation, maintenance, repair or replacement of facilities owned by or constructed for a distribution electrical cooperative or a wholesale electrical cooperative as defined in UC §54-2-1.
- Locomotive Fuel**  
I certify this fuel will be used by a railroad in a locomotive engine. Starting Jan. 1, 2021, all locomotive fuel is subject to a 4.85% state tax.
- Research and Development of Alternative Energy Technology**  
I certify the tangible personal property purchased will be used in research and development of alternative energy technology.
- Life Science Research and Development Facility**  
I certify the purchased: (1) machinery, equipment and normal operating repair or replacement parts have an economic life of three or more years for use in performing qualified research in Utah; or (2) construction materials are for use in the construction of a new or expanding life science research and development facility in Utah.
- Mailing Lists**  
I certify the printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.
- Semiconductor Fabricating, Processing or Research and Development Material**  
I certify the fabricating, processing, or research and development materials purchased are for use in research or development, manufacturing, or fabricating of semiconductors.
- Telecommunications Equipment, Machinery or Software**  
I certify these purchases or leases of equipment, machinery, or software, by or on behalf of a telephone service provider, have a useful economic life of one or more years and will be used to enable or facilitate telecommunications; to provide 911 service; to maintain or repair telecommunications equipment; to switch or route telecommunications service; or for sending, receiving, or transporting telecommunications service.
- Aircraft Maintenance, Repair and Overhaul Provider**  
I certify these sales are to or by an aircraft maintenance, repair and overhaul provider for the use in the maintenance, repair, overhaul or refurbishment in Utah of a fixed-wing, turbine-powered aircraft that is registered or licensed in a state or country outside Utah.
- Ski Resort**  
I certify the snow-making equipment, ski slope grooming equipment or passenger rope-ways purchased are to be paid directly with funds from the ski resort noted on the front of this form.
- Qualifying Data Center**  
I certify the machinery, equipment or normal operating repair or replacement parts are: (1) used in a qualifying data center as defined in Utah Code §59-12-102; (2) used in the operations of the qualifying data center or in an occupant's operations in the qualifying data center; and (3) have an economic life of one or more years.
- Leasebacks**  
I certify: (1) the leased tangible personal property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase; and (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.
- Film, Television, Radio**  
I certify purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.
- Prosthetic Devices**  
I certify the prosthetic device(s) is prescribed by a licensed physician for human use to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)
- Out-of-State Construction Materials**  
I certify I am taking possession in Utah of tangible personal property that will become part of real property in another state that: (1) does not have sales tax, (2) taxes sales at a lower rate, or (3) does not allow credit for tax paid to Utah. I will report the tax on my next Utah return at a rate equal to the lesser of: (1) the rate in Utah where the property was purchased, or (2) the rate in the state where the tangible personal property is converted to real property if that state allows a credit for tax paid to Utah.
- Agricultural Producer**  
I certify the items will be used primarily and directly for commercial farming and qualify for the sales and use tax exemption. **This exemption does not apply to vehicles required to be registered.**
- Tourism/Motor Vehicle Rental**  
I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.
- Textbooks for Higher Education**  
I certify that textbooks purchased are required for a higher education course, for which I am enrolled at an institution of higher education, and qualify for this exemption. An institution of higher education means: the University of Utah, Utah State University, Utah State University Eastern, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, Salt Lake Community College, or the Utah System of Technical Colleges.
- Direct Mail**  
I certify I will report and pay the sales tax for direct mail purchases on my next Utah *Sales and Use Tax Return*.

\* Purchaser must provide sales tax license number in the header on page 1.

Print Form

**NOTE TO PURCHASER:** You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

Questions? Email [taxmaster@utah.gov](mailto:taxmaster@utah.gov), or call 801-297-2200 or 1-800-662-4335.



## Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard or American Express card. Just complete and sign this form to get started!

### Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges.

### Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged for each order placed with Powers Candy Co., Inc. You agree that no prior notification will be provided and at any time you can request a total from our main office by calling: 208-237-3311.

#### Authorization:

With my signature below, I hereby authorize Powers Candy Co., Inc. to maintain a record of my Credit Card and Bank information to charge my Credit Card and/or Bank account for services ordered by myself or by others, authorized on this form. I understand this Credit Card and/or Bank Account will be charged for each order that is placed with Powers Candy Co., Inc, and I authorized the persons named below to place orders on my behalf:

_____	_____
Full Name	Full Name
Company/Individual (D8A) Name: _____	
Billing Address: _____	Phone #: _____
City, State, Zip: _____	Email: _____

### Checking/Savings Account

### Credit Card

<input type="checkbox"/> Checking <input type="checkbox"/> Savings Name on Acct: _____ Bank Name: _____ Bank Routing #: _____ Bank City/State: _____	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Cardholder Name: _____ Account Number: _____ Exp. Date: _____ CVV (3 digit number on back of card): _____ American Express CVV (number on front of card): _____ Due to increased interchange charges imposed to us by Credit Card Companies there will be a 3% processing fee added to your order.
--	--

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify POWERS CANDY CO., Inc., in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or a holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that POWERS CANDY CO. Inc. may at its discretion attempt to process the charge again within 5 days, and agree to an additional \$30 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of the ACH transactions to my account must comply with the provisions of the U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card Company; so long as the transactions correspond to the terms indicated in this authorization form.