

Section 1 – Type of RegistrationAre you the new owner of a previously registered facility? ☐ Yes (complete below) ☐ No (if no skip to section 2)

Previous Owner's Title

Previous Owner's Name

Previous Owner's Registration Number

Section 2 – Facility Name / Address Information

Facility Name:

Telephone (include area and country codes):

Type of Organization: Select one

Fax (include area and country codes):

Facility Street Address (line1):

Email:

Facility Street Address (line 2):

9 Digit UFI (Unique Facility Identifier) / DUNS #:

City:

State / Province / Territory:

Zip / Postal Code:

Country:

Section 3 – Preferred Mailing Address Information (optional – if different from section 2)Is the preferred mailing address the same as the facility address (section 2)? ☐ Yes ☐ No (complete below)

Name:

Telephone (include area / country codes):

Mailing Address (line1):

Fax (include area and country codes):

Mailing Address (line 2):

Email:

City:

State / Province / Territory:

Zip / Postal Code:

Country:

Section 4– Parent Company Name / Address Information If applicable and different from sections 2 and 3**If information is the same as another section, check which section**☐ Same as Facility (Section 2) ☐ Same as Preferred Mailing (Section3) ☐ None of these (complete below)

Facility Name:

Telephone (include area and country codes):

Facility Name suffix:

Fax (include area and country codes):

Facility Street Address:

Email:

City:

State / Province / Territory:

Zip / Postal Code:

Country:

Section 5 – Facility Emergency Contact Information**If information is the same as another section, check which section:**☐ Same as Facility (Section 2) ☐ Same as US Agent (Section 7) ☐ None of these (complete below)

Individual's title	Emergency Phone (include area & country codes):
Individual's name	Email
Individual's middle name (optional)	Job title (optional)
Individual's last name	

Section 6– Trade Names

If facility uses trade names other than that listed in Section 2, e.g. "also doing business as", "facility also known as". Are there alternative trade names used by your facility in addition to the name in section 2? ☒ Yes ☐ No

Alternative Trade Name #1:

Alternative Trade Name #2:

Alternative Trade Name #3:

Section 7 – United States Agent

To be completed by facilities located outside any state/territory of the US, Dist. of Columbia, or Puerto Rico

Name: Hillebrand Gori USA Inc.

Telephone: +1 732 388 0101

Address (line1): 2147 Route 27, Ste 401

Emergency Phone: +1 732 388 0101

Address (line2):

Fax: +1 732 388 0631

City: Edison

Email: fdausr@hillebrandgori.com

State: New Jersey

Zip: 08817

Country: United States

Section 8 – Seasonal Facility Dates of Operations (optional)

Give the approximate dates that your facility is open for business, if its operations are on a seasonal basis (optional)

Harvest 1

Start month:

End month:

Harvest 2

Start month:

End month:

Section 9 (a) – General Product categories – Human / Animal / Both☐ Food for Human consumption☐ Food for Animal Consumption

Commodity

Section 9 (b) – General Product categories – Food for Human Consumption: Type of Activity conducted at the facility. To be completed by all food facilities☐ Ambient Food Storage Warehouse / Holding Facility (e.g., storage facilities, including storage tanks, grain elevators)☐ Refrigerated Food Storage Warehouse / Holding Facility (e.g., storage facilities, including storage tanks)☐ Frozen Food Storage Warehouse / Holding Facility (e.g., storage facilities)☐ Acidified Food Processor☐ Low-Acid Food Processor☐ Interstate Conveyance Caterer / Catering Point☐ Contract Sterilizer☐ Labeler / Relabeler☐ Manufacturer / Processor

- ☐ Packer / Repacker
☐ Salvage Operator (Reconditioner)
☐ Farm Mixed-Type Facility
☐ Other Activity Conducted (Please Specify) _____

Section 10 – Owner, Operator, or Agent-in-Charge Information

Provide the following information if different from all other sections on the form. If information is the same as another section of the form, check which section.

- ☐ Section 2 – Facility Address Information
☐ Section 3 – Preferred Mailing Address Information
☐ Section 4 – Parent Company Address Information
☐ Section 7 – US Agent Address Information
☐ None of the above (complete below)

Name of Entity or Individual who is the Owner, Operator, or Agent-in-Charge:		Telephone (include area and country codes):	
Address (line1):		Fax (include area and country codes):	
City:		Email:	
State:	Zip / Postal:	Country:	

Section 11: Inspection Statement

☐ FDA will be permitted to inspect the facility at the time and in the manner permitted by the Federal Food, Drug and Cosmetic Act.

Section 12 – Certification Statement

The owner, operator, or agent-in-charge of the facility, or an individual authorized by the owner, operator, or agent-in-charge of the facility must submit this form. By submitting this form to FDA, or by authorizing an individual to submit this form to the FDA, the owner, operator, or agent-in-charge of the facility certifies that the above information is true and accurate. An individual (other than the owner, operator or agent-in-charge of the facility) who submits the form to the FDA also certifies that the above information submitted is true and accurate and that he/she is authorized to submit the registration on the facility's behalf. An individual authorized by the owner, operator, or agent-in-charge must below identify by name the individual who authorized submission of the registration. Under 18 U.S.C. 1001, anyone who makes a materially false, fictitious, or fraudulent statement to the U.S. Government is subject to criminal penalties.

Below also certifies he/she has received, read and has the requisite authority to sign and agree to Hillebrand Gori USA Inc. Terms and Conditions FDA Registration Services.

Print full legal name and title of person submitting this form:

Title (Note this must be a corporate officer):

Signature:	Date:
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Please read these Terms and Conditions of registration services provided by Hillebrand Gori USA, Inc. If you agree to the Terms and Conditions, sign below to accept this agreement. Food facilities are required to register with the Food and Drug Administration ("FDA") if these facilities process food products including wine which are imported to the United States. It is a U.S. requirement that importers verify the safety of food from their suppliers. FDA has the authority under U.S. laws to block foods from facilities or countries that refuse FDA inspection.

Registrant hereby appoints Hillebrand Gori USA, Inc. ("Agent") for purposes of registering each of Registrant's facilities ("facility") not located in the United States of America ("U.S.") with the U.S. Food and Drug Administration ("FDA") and to otherwise act as Facility's representative in the U.S. in dealing with the FDA for such purposes. Facility agrees that it will timely provide to Agent any and all information required by FDA to effect and maintain registration of the facility. Facility further agrees that it will notify Agent within fifty days of any changes to the information provided to FDA, including, but not limited to, the name of the owner, operator, or agent in charge of the facility; change of address will trigger cancellation of the registration and new registration will be filed with the new address. Facility acknowledges, represents, warrants, and agrees (a) that FDA will treat information provided by Agent as being information of the Facility, (b) that communications by FDA to Agent retransmitted to the facility will be treated as the equivalent of FDA providing the same communications to the facility, (c) that information of the facility submitted to FDA through Agent is certified by the facility as being true and accurate, and (d) that the facility's failure to comply with FDA and U.S. regulations governing the facility's operations may result in legal action by the U.S. against the facility including, but not limited to, fines; penalties; detention of cargo importations into the U.S., debarment of the facility from importation into the United States, and (e) that the facility complies with FDA approved best practices for food safety. The facility agrees that the FDA will be permitted to inspect the facility at the times and in the manner permitted by U.S. federal laws. There is no fee for the initial inspection; however, in the event that the initial inspection has identified certain food safety problems, the FDA has the right under U.S. laws to re-inspect the facility to determine whether corrective action has been taken. The re-inspection fees will be billed to the Agent who is responsible for securing such fees from the facility who remains responsible for the re-inspection fees. In the event of a re-inspection by the FDA the facility will be required within five days' notice to deposit the minimum sum of U.S. \$30,000 or the estimated costs by the FDA, whichever shall be higher, with Agent to be held in escrow to cover the costs of re-inspection. The facility will indemnify, defend, and hold harmless Agent from any and all claims, causes of action, losses, damages, liabilities, costs and expenses, including but not limited to attorney fees, directly or indirectly arising from or related to, the facility's breach of any provision of these Terms and Conditions. The facility acknowledges (a) that the Terms and Conditions shall be governed by the laws of the U.S. All disputes arising out of or in connection with the Terms and Conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. To commence ICC Arbitration a "Request for Arbitration" will be filed with the Secretariat of the ICC International Court of Arbitration at Paris, France and arbitration will be held in New York, New York, U.S. unless the parties agree otherwise in writing. The filing of an arbitration request by either party shall not prevent the right of resignation by Agent as the FDA representative or prevent the U.S. from taking any action to block or seize shipments under U.S. laws or prevent Agent from seizing shipments as a lien against payment of re-inspection fees.

- ☐ New Registration Fee and US Agent Representation: US \$600 (*Registration \$325 and US Representation \$275*)
- ☐ Biennial registration renewal fees and US Representation: US \$500.00 (*Renewal \$225 and US Representation \$275*)
- ☐ US Representation only: US \$275.00 *Customer must list Hillebrand Gori USA as Agent on FDA application.*
- ☐ Cancellation of registration: US \$150
- ☐ Change of address: US \$225

Above rates are subject to fluctuation at the beginning of each calendar year. Please contact us for additional information.

Facility Name:		
Facility Street Address:		
City:	State/Province:	Zip/Postal code
Phone (include area & country codes):		Email
Accepted by (Print Name)		
Title		
Signature		Date: