

Credit **Application**

Company Name _____ Date _____
 Legal Business Name _____ State of Incorporation _____
 Owner's/Partner's/Member's Name(s) _____
 Business Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ Federal Tax I.D. Number _____
 D&B # _____ Line of Credit Requested _____
 Purchasing Contact _____ E-mail Address _____

If above address is a subsidiary, please provide parent company information:

Name (if different than above) _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____

Billing Address _____ City _____ State _____ Zip _____
 Billing Contact _____ Title _____
 Phone _____ Fax _____

A/P Supervisor _____ Phone _____

Controller _____ Phone _____

Date Present Business Began _____ Years At This Address _____

Type of Business Home Care Pharmacy Home Health Hospital Other _____

Type of Ownership Corporation Partnership Sole Proprietor Other _____

Trade **Reference**

(Please provide at least three medical supply or medical manufacturer references)

Name _____ Phone _____ Fax _____ Acct# _____
 Address _____ City _____ State _____ Zip _____

Name _____ Phone _____ Fax _____ Acct# _____
 Address _____ City _____ State _____ Zip _____

Name _____ Phone _____ Fax _____ Acct# _____
 Address _____ City _____ State _____ Zip _____

Name _____ Phone _____ Fax _____ Acct# _____
 Address _____ City _____ State _____ Zip _____

Name _____ Phone _____ Fax _____ Acct# _____
 Address _____ City _____ State _____ Zip _____

Please mark which manufacturers you have accounts with for additional trade reference information:

ConvaTec Account # _____ Hollister Account # _____
 Coloplast Account # _____ Johnson & Johnson Account # _____
 Bard Account # _____ Bayer Account # _____

Bank **Reference**

Bank Name _____ Bank Contact _____
 Account Number _____ Phone _____ Fax _____
 Address _____
 City _____ State _____ Zip _____

The information on the front of this form is submitted for the purpose of obtaining credit and is believed to be true, complete and correct. I authorize investigation and verification of the references listed on the previous page to determine eligibility for an account with your company. In addition, I authorize the release of credit information from all credit reporting agencies that you contact. Signature acknowledges and accepts the Terms and Conditions of Sales of Products by Independence Medical to Customers outlined below.

Applicant: _____ Date: _____

Signed By: _____ Type or Print Name: _____
(Duly Authorized Representative)

Personal **Guarantee**

The undersigned, in consideration of Independence Medical's (hereafter referred to as IM) agreement to sell its medical products to Applicant, personally guarantees the full and prompt performance and compliance by Applicant of all terms and conditions of this Credit Agreement and all terms and conditions of sale set forth in IM's catalogue, and further personally guarantees the full payment of all outstanding indebtedness of the Applicant to IM, upon request by IM.

Signature: _____ Type or Print Name: _____ Date: _____

TERMS AND CONDITIONS OF SALES OF PRODUCTS BY INDEPENDENCE MEDICAL TO CUSTOMERS

- Payment is due at the time of shipment of order by VISA, MasterCard, Discover or C.O.D. (which is not available for drop ship orders). Upon Independence Medical's (hereinafter referred to as IM) approval of a signed Credit Application, Applicant may order products from IM as a "Customer" on open account terms. For purposes of the terms and conditions, a "Customer" shall mean any person who purchases products from IM, the Applicant, the Personal Guarantor, and any other person that Applicant notifies IM may purchase products from IM that will be paid for by the Applicant.
- Payment under open account terms is required 30 days from date of invoice. A fee of 1.5% of invoice will be assessed each month for each 30 days after the initial 30-day period that the invoice remains unpaid. IM will accept company checks for payment of invoices and for the payment of C.O.D. orders after approval of Credit Application and receipt of bank references acceptable to IM.
- All prices are exclusive of taxes and governmental charges on the sale and use of the products. Unless exempt, Customer will be invoiced for all such taxes and charges. Customer must provide proof of exemption at time of order.
- IM, in its discretion, may hold shipments and refuse to accept orders if Customer is in arrears on payment or if amount ordered is in excess of approved credit limit. Waiver of this provision or any other Term or Condition by IM for a specific order or default shall not apply to any future order or default.
- Customers requesting or maintaining a credit limit in excess of \$30,000 shall furnish annual financial statements to IM no later than 120 days after the end of Customer's fiscal year.
- Customers requesting or maintaining a credit limit in excess of \$100,000 shall furnish financial statements to IM within 45 days after the end of each calendar quarter.
- If Customer disputes any IM invoice, it must notify IM's accounts receivable department in writing within thirty days of the date of the disputed invoice, or forever waive Customer's rights to raise the dispute. Any shipping discrepancy must be reported within 48 hours of receipt.
- All products, except special order products, purchased by Customer may be returned for 100% payment credit if the return is made within 30 days of invoice date. Customer will be charged a 15% restocking fee for all products returned thereafter unless product was initially received by Customer in damaged condition. No product returns will be accepted by IM later than six months after date of invoice. When returning products, Customer must obtain an authorization number from IM's customer service department before returning the product. If IM determines that the product returned is not in original packaging or product has been damaged by Customer and cannot be resold, IM will not grant payment credit. IM will not accept return of special order products.
- Any dispute which arises between Customer and IM concerning these terms and conditions or any other aspect of their relationship shall be interpreted and construed in accordance with the laws of the State of Ohio without regard to conflict of laws provisions applying the laws of other jurisdictions. In addition, both Customer and IM hereby irrevocably consent to the exercise of personal jurisdiction by the U.S. District Court for the Northern District of Ohio, the Common Pleas Court of Summit County, Ohio or the Municipal Court of Cuyahoga Falls, Ohio and agree that any lawsuit arising from or any matter connected to any dispute between the parties or the interpretation or enforcement of these terms and conditions shall only be prosecuted in one of those Courts. Attorneys' fees and costs incurred by IM in connection with any legal action or proceeding with respect to the collection of any invoices which are in arrears shall be the responsibility of Customer.
- Customer will be charged \$20.00 by IM for any check of Customer that is returned because of insufficient funds in Customer's account.
- IM reserves the right to withdraw credit terms granted to Customer or to change the credit terms and credit limits at any time at its discretion.
- **WARRANTY:** IM PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON THE PRODUCTS IT SELLS TO CUSTOMER, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IM WILL, HOWEVER, PASS ALONG TO THE CUSTOMER ANY MANUFACTURERS' WARRANTIES APPLICABLE TO PRODUCTS NOT MANUFACTURED BY IM.
- **LIMITATION OF REMEDIES:** Customer's sole remedy, and IM's sole liability for non-conforming goods rejected as provided herein, shall be limited to replacement of the products or, at IM's option, refunding the portion of the price of such non-conforming products paid to IM. In no event shall IM's liability for claim, loss, costs of damages relating to any products shipped, stored, sold or delivered hereunder, exceed the purchase price therefore, nor shall IM be liable for any loss, charge or damages resulting from its inability to procure any products ordered by IM or for delays or failure to deliver products hereunder. IN NO EVENT SHALL IM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, NOTWITHSTANDING ANY PROVISION OF A SUPPLEMENT OR OTHER DOCUMENTS, WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHER FORM OF ACTION, EVEN IF IM HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- All orders for purchases of products shall be subject to acceptance by IM. The terms and conditions stated herein shall apply to all product purchases and no other terms or conditions and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions of Sale, whether contained in Customer's purchase order or elsewhere, shall be binding on IM unless made in writing and accepted in writing by IM.