

# 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 # \_\_\_\_\_ Company Web site \_\_\_\_\_ 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 Incorporated Account # \_\_\_\_\_  
 Coloplast Account # \_\_\_\_\_  Johnson & Johnson Account # \_\_\_\_\_  
 Bard® Account # \_\_\_\_\_  Bayer Healthcare 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, all of whom are hereby authorized to provide such information to your company. In addition, I authorize the release of credit information from all credit reporting agencies that you contact. Signatory acknowledges by signing below that he or she has read this Credit Application and agrees to the terms and conditions contained therein. Applicant further certifies that the person signing this Credit Application is authorized to enter into legally binding agreements on behalf of the Applicant.

Applicant (Company Name): \_\_\_\_\_ 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 and unconditionally 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 catalog and Web site, and further personally and unconditionally guarantees the full payment of all outstanding indebtedness of the Applicant to IM, upon request by IM. Guarantor waives notice of and agrees that the guarantee shall not be terminated or limited by reason of a change in credit limits or terms extended to the Applicant. The undersigned Guarantor recognizes that his or her individual credit history may be a necessary factor in the evaluation of this Credit Application and hereby consents to and authorizes IM's use of a consumer credit report on the undersigned in the credit evaluation process.

Signature: \_\_\_\_\_ Type or Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Individually)

Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_

ZIP: \_\_\_\_\_ Phone Number \_\_\_\_\_

### 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 who 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 30 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. Customer shall have no right or option to withhold for the purposes of set-off any moneys due to IM under any agreement with IM, RGH Enterprises, Inc. or Cardinal Health at Home.
- Independence Medical will only accept product returned within 90 days from the date of purchase. Products must be returned 6 months prior to date of expiration. All returns will be charged a restocking fee. Returns will not be accepted on special-order items, insulin pumps or vendor drop ships. All returns must include Return Authorization Number, be in original packaging and in the same unit of measure as originally purchased. Returns are subject to inspection by Independence Medical. No credit will be issued for product that is determined to be unsalable.
- 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 Stow Municipal Court of Stow, 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 and all terms and conditions of sale set forth in IM's catalog and Web site 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.