

GEMCO MEDICAL

P.O. Box 429
5640 Hudson Industrial Parkway
Hudson, OH 44236
800-733-7976
Faxes: 330-342-9444 or 330-342-9445
Email: sales@gemcomedical.com

NEW ACCOUNT APPLICATION AND AGREEMENT

(Please complete all fields. Enter "N/A" if not applicable.)

Date _____

Customer ID _____ Terr.ID _____
(Internal Use)

Company Legal Name ("Customer") _____

D.B.A. _____

Is this company incorporated? (Circle one) Yes No State _____ Date _____

Mailing Address _____

City _____ State _____ Zip _____

Physical Address _____

City _____ State _____ Zip _____

Phone _____ FAX _____

E-Mail _____

Federal Tax I.D. Number _____ Medicare PTAN Number _____

NPI Number _____ State Tax Exempt for Resale Number (Attach Certificate) _____

Principals (ALL MUST BE LISTED):

Name & Title _____

Name & Title _____

Name & Title _____

Name & Title _____

Type of business _____ Years in business _____

Accounts Payable Contact Person & Title _____

Primary Contact(s) to Receive Electronic Invoices:

E-Mail _____ First Name _____ Last Name _____

E-Mail _____ First Name _____ Last Name _____

Primary Contact for Application & Credit Questions _____

Phone _____ E-Mail _____

PRIMARY BANK INFORMATION

Bank Name _____ Checking Account Number _____

Address, City, ST & Zip _____

Primary Bank Contact _____

Phone _____ FAX _____

Preferred Payment Method: Prepay/ACH Check/Wire _____ Prepay Credit Card _____ **Line of Credit** _____
(Checks returned for insufficient funds (NSF) shall incur a \$25.00 NSF fee.)

TRADE REFERENCES

(GEMCO Medical requires a minimum of 3 responding industry trade references to make a credit determination.)

1) Name _____ Account Number _____

of Years Associated _____ Phone _____ Fax _____

2) Name _____ Account Number _____

of Years Associated _____ Phone _____ Fax _____

3) Name _____ Account Number _____

of Years Associated _____ Phone _____ Fax _____

4) Name _____ Account Number _____

of Years Associated _____ Phone _____ Fax _____

Line of Credit Request \$ _____

Credit requests of \$10,000.00 or more require the applicant to submit their most current annual Income Statement, Balance Sheet and Statement of Cash Flows which have been prepared in accordance with Generally Accepted Accounting Principles (GAAP). Future requests for an increase in the approved Credit Line may require submission of additional documentation.

ACCOUNT AGREEMENT AND TERMS OF SALE

The undersigned hereby applies to GEM Edwards (d.b.a. GEMCO Medical) for credit. It is understood and agreed that the undersigned specifically consents to GEMCO Medical investigating the applicant's credit history, which may include the use of "Third Party" Commercial and/or Consumer Credit Reports for the purpose of extending credit.

Prices are subject to change without notice. The most recent price list supersedes previously published price lists. All pricing and/or special considerations are dependent on Customer's account being current within payment terms.

GEMCO Medical's terms are Net 30 days from the invoice date. A finance charge of 2% will be charged monthly on outstanding balances, which are 30 days past the invoice date. Orders will not be shipped on delinquent accounts. GEMCO Medical reserves the right to terminate open account credit at any time. If default of payment occurs, the customer agrees to pay any and all attorney's fees and collections costs, up to and including asset seizure. The validity, effect, interpretation and performance of this agreement will be governed by the laws of the state of Ohio. The Court of Common Pleas in Summit County, Ohio shall have exclusive jurisdiction over any suits, causes of action, or any other legal disputes between the parties, and/or their successors, which may arise under the terms of this Agreement and Guaranty. The undersigned Owner (and Guarantor) hereby expressly consent to said Court's jurisdiction.

(Cont'd)

Unless specified otherwise, all orders will be shipped by the most cost efficient method available. Shipping charges and a handling fee will be added to your invoice. Shipments outside the continental US will be billed accordingly. Customer is responsible for any additional shipping charges due to Customer supplying an incorrect shipping address.

Notification of shortages and/or damages must be made within 3 business days of receipt. All returns for credit require a Return Merchandise Authorization number (RMA#) from the GEMCO Medical Customer Service Department. This number is valid for 30 days. A copy of the invoice must accompany the return for proper credit to be issued. All goods will be inspected prior to issuing a credit. Returns on stocked items due to errors in ordering or overstocks, when returned in resalable condition, will receive:

- 1) Full credit for returns within 30 days.
- 2) 25% restocking or processing charge for returns received after 31 days; DME products reserve the right to charge 25% for returns at any time.
- 3) No returns on Special Order items.

Shipping charges on all returned goods will be incurred by the customer.

Defective products require an RMA # from our customer service department. A detailed description of the defect must be included with the return. Shipping must be prepaid by the customer, no COD accepted. Replacement/credit of defective product will be made after inspection and agreement by GEMCO Medical and the manufacturer. Manufacturer's warranty only applies.

Customer shall notify GEMCO Medical in writing within five (5) business days of any prospective or pending change in Customer's ownership interest in the Company, or any change in the relationship of the signators herein to the Company. If GEMCO is not notified, current owner(s) shall be responsible for all balances due GEMCO. GEMCO reserves the right to require a signed promise to pay agreement by new owner(s).

I have read, understand and agree to the above Agreement and Terms of Sale Policy. I understand that the Terms of GEMCO's Sales Policy may change at any time and that I will be advised by mail of any changes.

The undersigned has the authority to execute this agreement on behalf of the Company and hereby waives any right to assert lack of authority as a defense to any action by GEMCO against Customer.

Signature** _____
Name (Print) _____
Title _____ Date _____
** Must be signed by Owner, an Officer if a corporation, a General Partner if a partnership or a Member if an LLC.

PERSONAL GUARANTEE

All individuals and all partners in a partnership must sign personal guarantee. If corporation and incorporated under two years, personal guarantee must be signed by a corporate officer. In consideration of credit granted by GEMCO Medical the undersigned personally guarantees any and all charges and/or money due GEMCO Medical. This sum to include any and all attorney's fees and collection costs. In the event payment is demanded by GEMCO Medical, the undersigned agrees to make payment within 30 days.

Signature _____

Printed Name _____ Date _____

Would you like to receive sales and marketing promotions from GEMCO via e-mail?

____ Yes, please send to e-mail address: _____

____ No thanks.

Signature _____ Date _____

Title _____