



P.O. Box 429
 5640 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

Date _____ Duns Number _____

Company Name _____

D.B.A. _____

Is this company incorporated? (Circle one) Yes No

Address _____

City _____ State _____ Zip _____

Phone _____ FAX _____

E-Mail _____

Contact Person & Title _____

Federal Tax I.D. Number _____

Tax Exempt or Resale Number (Attach Certificate) _____

Principles (Name & Title) _____

Type of business _____ Years in business _____

PRIMARY BANK INFORMATION

Bank Name _____ Checking Account Number _____

Phone _____ FAX _____

TRADE REFERENCES

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 _____

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

Estimated monthly purchase(s) / Credit Limit Request \$ _____
Credit requests greater than \$10,000.00 require the applicant to submit their most current financial statement.

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 applicants 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.

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.

All orders will be shipped UPS Ground unless specified otherwise. UPS charges and a small handling fee will be added to your bill. Shipments outside the continental US will be billed accordingly.

Notification of shortages and/or damages must be made within 3 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 a 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 has first priority.

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

Date _____ Applicant's Signature _____ Title _____

Name (Type or Print) _____

If a corporation, this agreement and application MUST be signed by an OFFICER.
If a partnership, this agreement and application MUST be signed by ALL GENERAL partners.

PERSONAL GUARANTY

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 attorneys fees and collection costs. In the event payment is demanded by GEMCO Medical, the undersigned agrees to make payment within 30 days.

Date _____ Signature _____

Please list any other locations that should receive our catalog and flyers.

Contact Name _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____