



 (877) 476-4761

 dsupon@rxoneshop.com

 dougs@rxoneshop.com

APPLICATION FOR CREDIT

Legal Name of Business: _____

Bill to Address: _____ **City** _____ **State** ____ **ZIP** _____

Ship to Address _____ **City** _____ **State** ____ **ZIP** _____

Phone: _____ **Fax:** _____ **Email:** _____

DEA# _____ **Exp Date** _____ **State License #** _____ **Exp Date** _____

Accts Payable Manager _____ **Buyer's Name** _____

Ownership: __ **Sole Proprietor** __ **Partnership** __ **Corporation** __ **LLC** **Years in Business** _____

Owners or Officers:

Name _____ **Phone Number:** _____

Primary Wholesaler, Bank Info, D&B Number and Trade References are required information

Primary Wholesaler: _____ **City** _____ **State** _____

Account #: _____ **Phone #** _____

Bank Name: _____ **Account #:** _____ **Phone #** _____

Fax # _____ **Contact:** _____

D&B #: _____

Trade References:

Name: _____ **Acct#:** _____ **Phone #** _____

Name: _____ **Acct#:** _____ **Phone #** _____

Authorized Signature*: _____ **Printed Name:** _____

Title: _____ **Date:** _____

AUTHORIZATION TO INVESTIGATE CREDIT: The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility.

*By signing Applicant acknowledges that it is requesting RxOneShop.com to provide their request for credit to each Supplier RxOneShop.com represents and Applicant agrees to the Supplier(s) Terms and Conditions including those on Page 2 of this application. RxOneShop.com will at the request of the Applicant provide a list of Suppliers to whom the credit application is being provided.

This credit application form is provided as a convenience to Customers, eliminating the need to complete individual credit applications from multiple Suppliers. RxOneShop.com does not approve or extend credit.

New Customers: Credit will be extended at the sole discretion of each Supplier. By signing Customer represents that all information contained herein is correct and complete and that the Supplier(s) may rely on such information in deciding to extend or discontinue credit. Each individual Supplier retains the right to extend or not extend credit and the amount of said credit to be extended.

Standard Payment Terms: Net 30 Days subject to credit approval

Payment Method Accepted: Mailed check or electronic payment made payable to the Supplier that invoiced the Customer

Credit Limits: Customers are normally given a credit line sufficient to accommodate their order requirements. Requests for credit limit increase may require additional financial information and/or altered payment terms.

Finance Charge: Accounts 30 days or more past due will incur a finance charge of 1.5% per month (18% per annum).

DEA & State License: Customer acknowledges that current DEA Certificate and State License have been provided with this Application for Credit. Failure to provide DEA Certificate and State License with this Application for Credit may delay credit approval.

Permissions: Customer grants permission to RxOneShop.com and Supplier(s) to send advertising and promotional materials to the email(s) and fax number(s) provided.

Customer requests that RxOneShop.com register Customer to access www.rxoneshop.com for the purpose of placing orders.

Customer acknowledges and agrees that all pricing and inventory information provided by Supplier(s) constitutes confidential and proprietary information that Customer shall keep in the strictest confidence. Customer will not share such information with any third parties including without limitation other wholesalers, manufacturers or retailers.

Fax Application For Credit with DEA Certificate and State License to (877) 578-0545

Pharmacy Questionnaire

**This questionnaire is to be completed by the Owner/Manager or Authorized Pharmacist in Charge
PLEASE COMPLETE ENTIRE FORM, SIGN AND DATE**

Pharmacy Name: _____

Pharmacy's dba (doing business as), if any _____

Has the pharmacy ever operated under a different name? Yes ____ No ____

If yes, provide the Name: _____

Pharmacy Address: _____

City _____ State _____ Zip _____

Pharmacy Phone Number: _____ Fax Number: _____

Pharmacy Email Address: _____

Name of Store Owner(s) _____

Name of pharmacist – in – charge _____

Name of person responsible for payment of invoices: _____

Contact Name _____ (first) _____ (last) Title: _____

Contact Email address: _____

Does the pharmacy have a web site? Yes ____ No ____

if yes, provide web address(es): _____

Is this pharmacy affiliated with any other pharmacy or internet website that allows orders to be placed over the internet? Yes ____ No ____ if yes, describe. _____

Number of years owner has operated pharmacy: ____ Number of years at this address. ____

Is the Owner a licensed pharmacist? Yes ____ No ____

Pharmacy DEA registration #: _____ Expire Date _____ (attach copy)

Has the Pharmacy ever had a DEA registration or license suspended or revoked?

Yes ____ No ____ If so, give details (when, why, etc.)

State Board of Pharmacy Registration # _____ (attach copy)

Does the pharmacy have any other licensure/registration (pharmacy, wholesale, repackager, etc.)?

Yes ____ No ____ if yes, please provide copies.

Date of last Regulatory Inspection _____ Inspecting Agency _____

(Please include a copy of your latest inspection report)

Has this pharmacy ever had any disciplinary actions? Yes _____ No _____

If yes, Please explain the disciplinary action: _____

Has any pharmacy employee ever had any disciplinary actions? Yes _____ No _____

If yes, Please explain the disciplinary action: _____

Please feel free to attach additional pages or include other comments or information you feel we should know about your pharmacy _____

The undersigned agrees that the responsibility of payment is acknowledged and invoices are due and payable as designated by the Creditor. Unpaid invoices beyond the terms will be cause for cessation of future shipments. All amounts payable will be paid within the terms given, and if not paid on or before the due date, are then delinquent. Creditor may terminate credit availability within its sole discretion. It is understood that creditor may impose and charge a finance charge or delinquency charge which is the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally the undersigned shall be responsible for all collection costs and attorney's fees in connection with any delinquent amount. In addition, there will be a twenty-five dollar (\$25.00) fee charged on any check or other payment method made that is returned unpaid by the bank or any other financial institution.

I, _____ ("Customer") as the ☐ owner ☐ representative, have completed this form to the best of my knowledge and ability. The customer agrees that it will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration (DEA), the United States Food and Drug Administration (FDA), the states into which it dispenses controlled substances and the states in which it is licensed. Further, Customer agrees that it will not dispense controlled substances if it suspects that a prescription is not issued for a legitimate medical purpose or in the normal course of professional practice.

In addition, Customer agrees that it understands that Quest Pharmaceuticals is required by DEA regulations to report to the local DEA Diversion field office any instances of suspicious orders of controlled substances pursuant to DEA guidelines. To this end, Customer agrees that it will be alert for red flags of suspicious orders/prescription fill requests, such as: a) numerous controlled substance prescriptions written for the same drugs, in the same quantities for the same time period by the same or different prescribers or group of prescribers for the same patient; b) numerous controlled substance prescriptions written for the same person or several persons by the same prescriber or group of prescribers; c) numerous prescriptions written for the same patient by prescribers located in different states than the patient; and/or d) any other red flags that would indicate that controlled substance prescriptions are not for legitimate medical purposes.

Customer agrees that if any potential red flags are identified, it is advisable to contact the prescriber(s) to validate the legitimacy of the prescription and/or to discontinue filling prescriptions from the prescriber, group of prescribers, and/or customer in question. In addition, the pharmacist should contact the State Board of Pharmacy or local DEA Diversion Field Office.

Further, Customer will provide to Quest Pharmaceuticals any information regarding its distribution of controlled substances which Quest Pharmaceuticals may need to evaluate compliance with DEA regulations. Quest Pharmaceuticals reserves the right in all cases to limit or eliminate any sales of controlled substances to customers in any situation which it determines in its sole discretion pose issues or questions of proper usage and/or adequate legal compliance by the Customer.

Customer acknowledges that Quest Pharmaceuticals may provide a copy of this agreement to the DEA, other federal regulatory agencies, state regulatory agencies, or state licensing boards when determined to be appropriate.

By executing this document you agree to receive advertisements from Quest to any fax number(s) and/or email address(es) you provide to Quest, including any fax number(s) and/or email address(es) contained in this Retail Pharmacy Questionnaire.

Customer agrees that failure to comply with this Agreement may result in the termination of the relationship between Quest Pharmaceuticals and Customer, in whole or in part, notwithstanding any other agreements to the contrary.

I declare under penalty of perjury that the foregoing is true and correct.

Full Name (Print)

Title

Signature

Date

ACCOUNT INFORMATION

Legal Business Name:		Trade Name:		Date:	
Street Address:		City:		State: Zip Code:	
Telephone No:		Fax:		Cell No.:	
E-Mail:					
Type of Business (e.g. Corp, Partnership, LLC, Proprietorship):				State of Organization:	
List additional Businesses owned by principal(s):					
State Board of Pharmacy License No.:		Expiration Date:		NABP No.: (attach copies)	
DEA License No.:		Expiration Date:		Re-Sale No.:	
Principals Names:		Ownership %:		Home Address:	
				Cellular No.:	
				Social Security No.:	

BUSINESS INFORMATION

How long in business?		How long at this location?	
Own or Rent Business the location?		If rent, name, address and telephone no. of landlord:	
Has Applicant or any principal(s) filed for bankruptcy either personally or on behalf of any business in past ten (10) years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is Applicant (or Principal(s) thereof) currently a defendant in any legal proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is Applicant or any principal(s) currently a defendant in any legal proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has Applicant or any principal(s) ever been charged/convicted with a felony or misdemeanor? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are there investigations/audits (current or past) concerning Applicant or any principal(s) of Applicant by a gov't office, PBM or ins. carrier? <input type="checkbox"/> Yes <input type="checkbox"/> No			

TRADE REFERENCES

Company Name, Telephone Number, and Contact Name:

Primary vendor:
Secondary vendor:

BANK REFERENCE

Name:	Account No.:
Contact Person:	Telephone No.:
Address:	

The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute a contract between the Applicant and HealthSource Distributors, LLC

- Applicant warrants that all information set forth in this Application is a true representation for the purpose of obtaining credit from HealthSource. Any willful misrepresentation shall constitute a default by Applicant in its agreement with HealthSource Distributors, LLC ("HealthSource"), and shall result in disqualification of Applicant as a customer.
- Payments terms are set forth on invoices. Payments not received on or before the date(s) set forth on the invoices shall be deemed late. Should the due date fall on a holiday or weekend, then payment is due at HealthSource on the preceding business day.
- The signatories hereto hereby authorize HealthSource to conduct such investigations as it may deem necessary to verify their creditworthiness and agree to release all persons, companies, or corporations using or supplying such information, including HealthSource, from any claims and/or losses that may result therefrom.
- HealthSource may in its sole discretion, at any time, without prior notice, discontinue service, change Applicant's credit terms, cost of goods, discount, services or programs and require payment in cash before shipment of any and all merchandise. Applicant waives any and all claims against HealthSource for said conduct.
- In case of default by Applicant, Applicant and Guarantor (see below) agree to reimburse all of HealthSource's reasonable costs of collection, including but not limited to, attorneys' fees.
- Applicant agrees to immediately notify HealthSource, in writing, of any of the following events affecting Applicant or its owners/operators: bankruptcy (business or personal), investigation (Medicaid or otherwise), disciplinary hearing, suspension, licensing issue, PFP/provider audit, legal proceedings, judgments, liens or any change in financial condition.
- A late fee assessment of 1.5% per month or the highest amount allowed by law, if lower, may be charged to the outstanding balance if payment in full is not received timely.
- Applicant understands, accepts and agrees that in the event a payment fails to clear the collection process, Applicant shall be subject to a \$100.00 service charge per rejection.
- HealthSource's acceptance of any payment for less than the full amount of the indebtedness owed shall not constitute a waiver of HealthSource's right to collect the balance (notwithstanding any endorsement on any check or other instrument) and shall not be deemed an accord and satisfaction.
- Applicant agrees to provide HealthSource with advance written notice of any change in ownership, management and/or control of Applicant. In any such event, all open invoices shall immediately become due and payable. Applicant agrees not to transfer/assign any open balance without HealthSource's written consent.
- Applicant agrees to abide by HealthSource's Return Goods Policy (as may be amended - see website for details). Unauthorized returns will be destroyed and no credit will be issued.
- Applicant agrees to indemnify and hold HealthSource and its officers, shareholders and employees harmless from and against any and all claims, liabilities, losses, costs and expenses (including attorneys' fees), arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to Applicant by HealthSource, including claims for personal injury, death and/or property damage.
- No failure or delay to exercise any power, right or privilege and no course of dealing shall operate as a waiver of any power, right or privilege hereunder.
- PERSONAL GUARANTEE** - The undersigned personally guarantees prompt and full performance of all obligations due and owing by Applicant to HealthSource under this and/or any other agreement with HealthSource. In the event of default, HealthSource and/or any holder hereof is authorized to proceed against the undersigned guarantor, without first having to proceed against Applicant, for the full amount due, including late payment charges, interest, costs and attorneys' fees. The undersigned waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demands of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by HealthSource and waives notice thereof. If more than one guarantor, the obligation of each Guarantor shall be joint and several. Termination of this Guarantee must be in writing, signed by HealthSource and undersigned, and in such event, shall only apply as to future obligations.
- SECURITY AGREEMENT** - To secure Applicant's existing and future liabilities to HealthSource, Applicant grants HealthSource a security interest upon all personal property of Applicant, wherever located, now owned or hereafter acquired, including but not limited to, accounts, insurance proceeds, inventory, prescription records, equipment, fixtures, contract rights, customer lists, cash on hand/deposit, telephone numbers and all other tangibles and general intangibles, including replacements and proceeds of the foregoing, now owned or that may hereafter arise (collectively, the "Collateral"). Applicant authorizes HealthSource to file a UCC-1, along with amendments and extensions thereto. Applicant will cooperate with HealthSource in obtaining control of the Collateral. Upon default by Applicant, HealthSource shall have the right to enforce its rights against the Collateral. HealthSource may pursue any remedy available at law and/or equity, including those available under the Uniform Commercial Code.
- The undersigned, having the authority to bind Applicant, acknowledges having read and reviewed this document, and further warrants, covenants and agrees to pay and perform all of the obligations secured by this Credit Application according to the stated terms.

Guarantor: (Print)	Guarantor: (Sign)	Applicant: (Print name and Title)	Signature:
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2950 Brother Blvd.
Bartlett, TN 38134
main: 844.334.9465
credit: 855.315.1900

Credit Application

Please return completed form via:	
EMAIL	dsupon@rxoneshop.com
FAX	877-578-0545
ATTN	

ADMIN ONLY	
AM Name	
Sales #	
New Account?	Rev?
CRM ID	

Trade Name (DBA):		DUNS#:
Legal Name:	If related to another TopRx account, list account number(s) and explain relationship (e.g. same owner):	
BILLING ADDRESS		
Address:		City/State/Zip:
Accounts Payable Phone:	Accounts Payable Fax:	Accounts Payable Email:
Accounts Payable Contact:		
SHIPPING ADDRESS		
Address:		City/State/Zip:
Phone:	Fax:	Email:
Approved Buyer Name(s):		
TRADE REFERENCES		
Primary Wholesaler:	Address:	City/State/Zip:
Account #:	Phone:	Fax:
Trade Reference:	Address:	City/State/Zip:
Account #:	Phone:	Fax:
LICENSE INFORMATION		
DEA #:	Exp:	State License:
State BOPC (if applicable):	Exp:	Medical License (if applicable):
Tax ID:	Tax Exempt: <input type="radio"/> YES <input checked="" type="radio"/> NO	
BANK REFERENCE		
Bank Name:	Address:	City/State/Zip:
Account #:	Phone:	Fax:

Terms and Conditions

The undersigned (Applicant) certifies that the information contained herein is true and correct, and further authorizes TopRx, LLC (Seller), to make any inquiries necessary for verification of the information provided. The Applicant hereby indemnifies the Seller, and its agents, from any liability resulting from their credit inquiry. The Applicant further agrees that if credit is extended, all credit and sales made shall be subject to the following terms and conditions: (1) Applicant shall pay the full amount of the invoice(s) when due, which is defined to be thirty (30) days from the invoice date unless otherwise specified on the invoice or agreed to in writing by the Seller; (2) If payment in full is not received by the due date, Applicant shall owe, in addition to the invoice amount, a late fee of 1.5% per month (18% annum), or the maximum allowed by law, on all unpaid balances, plus costs of collection, including, but not limited to, attorney's fees, court costs, and collection fees that the Seller may incur in recovering the amount that is owed; (3) Applicant agrees that venue and jurisdiction for any such court action shall properly be at Shelby County, TN, the principal place of business of Seller.

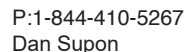
I further certify that I am knowledgeable of the financial condition of Applicant and that I am empowered and authorized to enter into the aforesaid Agreement on Applicant's behalf. I further certify on Applicant's behalf that Applicant is solvent as defined by Article 1 of the Uniform Commercial Code, and that Applicant will immediately notify the Seller if it becomes insolvent. I understand that TopRx, LLC reports to Business Crediting Reporting Agencies.

Authorized Signer's Name - PLEASE PRINT

Authorized Signer's Title - PLEASE PRINT

Authorized Signature

Date



Legal Business Name:		Trade Name:		Date:	
Street Address:		City:		State:	
Telephone No:		Fax:		Zip Code:	
E-Mail:					
Type of Business (e.g. Corp, Partnership, LLC, Proprietorship):				State of Organization:	
List additional Businesses owned by principal(s):					
State Board of Pharmacy License No.:		Expiration Date:		NABP No.: <i>(attach copies)</i>	
DEA License No.:		Expiration Date:		Re-Sale No.:	
Principals Names:		Ownership %:		Home Address:	
Cellular No.:		Social Security No.:			

How long in business?		How long at this location?	
Own or Rent Business the location?	If rent, name, address and telephone no. of landlord:		
Has Applicant or any principal(s) filed for bankruptcy either personally or on behalf of any business in past ten (10) years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is Applicant (or Principal(s) thereof) currently a defendant in any legal proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is Applicant or any principal(s) currently a defendant in any legal proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has Applicant or any principal(s) ever been charged/convicted with a felony or misdemeanor? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are there investigations/audits (current or past) concerning Applicant or any principal(s) of Applicant by a gov't office, PBM or ins. carrier? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Company Name, Telephone Number, and Contact Name:

Primary vendor:
Secondary vendor:

BANK REFERENCE

Name:	Account No.:
Contact Person:	Telephone No.:
Address:	

The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute a contract between the Applicant and JAMS Wholesale Distribution Services, LLC

1. Applicant warrants that all information set forth in this Application is a true representation for the purpose of obtaining credit from JAMS. Any willful misrepresentation shall constitute a default by Applicant in its agreement with JAMS Wholesale Distribution Services, LLC ("JAMS"), and shall result in disqualification of Applicant as a customer.
2. Payments terms are set forth on invoices. Payments not received on or before the date(s) set forth on the invoices shall be deemed late. Should the due date fall on a holiday or weekend, then payment is due at JAMS on the preceding business day.
3. The signatories hereto hereby authorize JAMS to conduct such investigations as it may deem necessary to verify their creditworthiness and agree to release all persons, companies, or corporations using or supplying such information, including JAMS, from any claims and/or losses that may result therefrom.
4. JAMS may in its sole discretion, at any time, without prior notice, discontinue service, change Applicant's credit terms, cost of goods, discount, services or programs and require payment in cash before shipment of any and all merchandise. Applicant waives any and all claims against JAMS for said conduct.
5. In case of default by Applicant, Applicant and Guarantor (see below) agree to reimburse all of JAMS's reasonable costs of collection, including but not limited to, attorneys' fees.
6. Applicant agrees to immediately notify JAMS, in writing, of any of the following events affecting Applicant or its owners/operators: bankruptcy (business or personal), investigation (Medicaid or otherwise), disciplinary hearing, suspension, licensing issue, PFP/provider audit, legal proceedings, judgments, liens or any change in financial condition.
7. A late fee assessment of 1.5% per month or the highest amount allowed by law, if lower, may be charged to the outstanding balance if payment in full is not received timely.
8. Applicant understands, accepts and agrees that in the event a payment fails to clear the collection process, Applicant shall be subject to a \$100.00 service charge per rejection.
9. JAMS's acceptance of any payment for less than the full amount of the indebtedness owed shall not constitute a waiver of JAMS's right to collect the balance (notwithstanding any endorsement on any check or other instrument) and shall not be deemed an accord and satisfaction.
10. Applicant agrees to provide JAMS with advance written notice of any change in ownership, management and/or control of Applicant. In any such event, all open invoices shall immediately become due and payable. Applicant agrees not to transfer/assign any open balance without JAMS's written consent.
11. Applicant agrees to abide by JAMS's Return Goods Policy (as may be amended – see website for details). Unauthorized returns will be destroyed and no credit will be issued.
12. Applicant agrees to indemnify and hold JAMS and its officers, shareholders and employees harmless from and against any and all claims, liabilities, losses, costs and expenses (including attorneys' fees), arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to Applicant by JAMS, including claims for personal injury, death and/or property damage.
13. No failure or delay to exercise any power, right or privilege and no course of dealing shall operate as a waiver of any power, right or privilege hereunder.
14. **PERSONAL GUARANTEE** – The undersigned personally guarantees prompt and full performance of all obligations due and owing by Applicant to JAMS under this and/or any other agreement with JAMS. In the event of default, JAMS and/or any holder hereof is authorized to proceed against the undersigned guarantor, without first having to proceed against Applicant, for the full amount due, including late payment charges, interest, costs and attorneys' fees. The undersigned waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demands of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by JAMS and waives notice thereof. If more than one guarantor, the obligation of each Guarantor shall be joint and several. Termination of this Guarantee must be in writing, signed by JAMS and undersigned, and in such event, shall only apply as to future obligations.
15. **SECURITY AGREEMENT** - To secure Applicant's existing and future liabilities to JAMS, Applicant grants JAMS a security interest upon all personal property of Applicant, wherever located, now owned or hereafter acquired, including but not limited to, accounts, insurance proceeds, inventory, prescription records, equipment, fixtures, contract rights, customer lists, cash on hand/deposit, telephone numbers and all other tangibles and general intangibles, including replacements and proceeds of the foregoing, now owned or that may hereafter arise (collectively, the "Collateral"). Applicant authorizes JAMS to file a UCC-1, along with amendments and extensions thereto. Applicant will cooperate with JAMS in obtaining control of the Collateral. Upon default by Applicant, JAMS shall have the right to enforce its rights against the Collateral. JAMS may pursue any remedy available at law and/or equity, including those available under the Uniform Commercial Code.
16. The undersigned, having the authority to bind Applicant, acknowledges having read and reviewed this document, and further warrants, covenants and agrees to pay and perform all of the obligations secured by this Credit Application according to the stated terms.

Guarantor: <i>(Print)</i>	Guarantor: <i>(Sign)</i>	Applicant: <i>(Print name and Title)</i>	Signature:
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BUSINESS ACCOUNT INFORMATION FORM

1) BUSINESS CONTACT INFORMATION (REQUIRED FOR ALL NEW CUSTOMERS)

Company name			
Billing Address:	City	State	Zip
Shipping Address:	City	State	Zip
Phone:	DEA #:		
Fax:	State License:		
E-mail:			
Owner/officer:	Position	<input type="checkbox"/> Retail	<input type="checkbox"/> Wholesaler
Authorized Buyer:	Phone	<input type="checkbox"/> Veterinarian	<input type="checkbox"/> Institutional/Hospice
Accounts payable contact:	Phone	<input type="checkbox"/> Hospital/Clinic	<input type="checkbox"/> LTC
Monthly Statements: <input type="checkbox"/> Yes <input type="checkbox"/> No	Statement delivery: <input type="checkbox"/> Email <input type="checkbox"/> USPS	<input type="checkbox"/> Mail order/PBM	<input type="checkbox"/> Specialty

THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING COMMERCIAL CREDIT AND IS WARRANTED TO BE TRUE AND CORRECT. IF KEYSOURCE OR ITS AGENTS CONSIDER A CREDIT REPORT RELEVANT AND NECESSARY TO ASSISTING THIS REQUEST FOR CREDIT, THE UNDERSIGNED AUTHORIZES KEYSOURCE OR ITS AGENTS TO OBTAIN FROM A CREDIT REPORTING AGENCY A CREDIT REPORT CONTAINING PERSONAL CREDIT INFORMATION ABOUT THE APPLICANT. THE UNDERSIGNED AUTHORIZES KEYSOURCE OR ITS AGENTS TO INVESTIGATE THE REFERENCES LISTED PERTAINING TO THE APPLICANT'S CREDIT AND FINANCIAL RESPONSIBILITY, AND PERSONALLY GUARANTEES PAYMENT. A COPY OF THIS APPLICATION SHALL BE DEEMED AS AN ORIGINAL.

Authorized Signature: *(required)*

Printed name of authorized signer: *(required)*

(Signature approves attached Terms and Conditions)

Date: *(required)*

Territory: (Office Use Only)

TERMS AND CONDITIONS

New Customers	An application signed by the owner or authorized individual must be returned to and approved by KeySource
Standard payment terms:	Net 30 Days
Payment methods accepted:	Check, Checkfaxx, ACH, or credit card
Credit limits:	Customers are normally granted a credit line sufficient to accommodate their ordering requirements. Requests for credit limit increases may require additional financial information and/or altered payment terms
Returned checks and ACH:	A fee of \$30.00 will be assessed per invoice. Also, accounts with returned checks will be placed on hold until payment by credit card or 5 business days after check/ACH is re-presented for payment.
Shipping:	Shipping charges are to be paid by customer if minimum order threshold is not met.
Standard shipping:	\$150 minimum orders shipped next day. Hazardous materials and certain items overweight limitations shipped ground.
Return policy:	<p>Ability to return unmarked, unopened product purchased from KeySource for up to 90 days from the date of the invoice. Exceptions include items sold as nonreturnable, including, but not limited to, C2s, refrigerated items, new to market generics, and short dates/closeouts.</p> <p>Applicable credits are posted to account within ten (10) business days. Product returned greater than 60 days from date of invoice will be credited at current sell price or invoice price, whichever is lower.</p> <p>Shipping errors or damaged goods must be submitted and acknowledged by KeySource within two (2) business days of receipt of shipment.</p> <p>Returns require a Returned Merchandise Authorization (RMA). Products returned without an RMA will be destroyed and no credit issued. RMA's expire after 30 days from issue.</p> <p>Return Policy subject to change.</p>
Restocking charge:	Refused orders or product returns may incur a 15% restocking charge (\$30 minimum). Note: Returns require a RMA in all cases
Finance charge:	Accounts 30 days or more past due may incur a finance charge of 1.5% per month (18% per annum)
Past due accounts:	Accounts that are 30 days or more past due may be sent to collections. If your account is sent to collections you agree to pay all reasonable costs of collections to include, but not limited to, the following: Court costs and attorneys' fees. These fees will be in addition to the amount you owe and any interest owed. In addition, you agree to pay a processing fee of \$100 on any account submitted by KeySource to a collection agency or attorney for collection.
Governing law:	This agreement shall be governed by the laws of the State of Ohio.
Forum selection clause:	Any dispute arising from this contractual relationship shall be decided solely and exclusively by State courts located in Cincinnati, Hamilton County, Ohio. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse prevailing party for its attorneys' fees and the party prevailing in any such dispute shall be awarded its attorneys' fees.
Additional terms:	Terms of this credit agreement shall apply to all current and future charges. Credit privileges granted by KeySource may be withdrawn at any time for any reason.
Remittance address:	<p>KeySource Acquisition LLC (DBA KeySource)</p> <p>PO Box 953</p> <p>Middletown, OH 45044-0953</p>

Authorized Signature: *(required)*

Printed name of authorized signer:*(required)*

(Signature approves attached Terms and Conditions)

Date: *(required)*



NDC DISTRIBUTORS LLC
1825 65TH STREET
BROOKLYN NY 11204
PHONE: +1(888) 694-7757

NDC Distributors, LLC CREDIT APPLICATION Business Contact Information			Sales Rep: Nate Rosengarten
Company Name:			
DBA:			
FKA Names:			
Phone:	Fax:	Email:	
City:	State:	Zip Code:	
Date Business Commenced:			
Business Type: (Circle One)	Partnership	Corporation	LLC
Tax ID Number:			
Billing Address:			
City:	State:	Zip:	
Shipping Address:			
City:	State:	Zip:	
Business Type:			

Business and Credit Information		
Primary Business Address:		
City:	State:	Zip Code:
Years at current address?		
Telephone:	Fax:	Email:
Bank Name:		
Bank Address:		Telephone:
City:	State:	Zip Code:
Type of Account:	Account Number:	Bank Contact:

Business/Trade References		
Company Name:		
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	Email:
Type of Account:		
Company Name:		
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	Email:
Type of Account:		
Company Name:		
Address:		



City:	State:	Zip Code:
Telephone:	Fax:	Email:
Type of Account:		

Consent to fax: Yes _____ No _____

Thank you for your interest in NDC Distributors, LLC. In order to better serve you we will need you to provide the following information;

- 1) Credit Application
- 2) State License (Board of Pharmacy). The name and address must match the name and address on your application.

Payment Terms and Conditions:

Net 30 Days by Check

Our mailing address is:

NDC Distributors, LLC

1825 65th Street, Suite 300

Brooklyn, NY 11204

T – 888-694-7757

F – 516-908-4897



Agreement

Terms of sale, including terms of payment and charges, for each purchase are agreed to be those specified on the face of each invoice. The customer hereby agrees to pay all costs of collection and legal fees should such action be necessary due to non-payment. The above information is willingly supplied and the creditor is authorized to contact the above bank and trade references in order to establish the creditworthiness of the above named company. If the applicant is not a corporation, the creditor is authorized to obtain credit reports on the proprietors, partners or principals. Should credit availability be granted by the creditor, all decisions with respect to the extension or continuation shall be in the sole discretion of the creditor. The creditor may terminate any credit availability within its sole discretion.

Applicant acknowledges that that NDC Distributors has the right to discontinue any and all deliveries if an invoice goes ninety (90) days past due. Applicant and NDC Distributors shall maintain the confidentiality of each other's proprietary information, including, but not limited to, marketing strategies, business plans, financial data and bank accounts, policies and procedures, and other informational material.

Applicant shall indemnify NDC Distributors, its affiliated, successors and assigns, and its and their respective officers, directors, employees, and agents, against and hold the same harmless from, any and all claims, demands, losses, damages, liabilities, actions, judgments, costs and expenses (including settlements, judgments, court costs, and reasonable attorneys' fees) of any nature or kind whatsoever (collectively, the "damages") arising out of or resulting from, directly or indirectly, any grossly negligent or willful act or omission by applicant or applicant's failure to perform any obligation under taken or covenant made in this agreement, except to the extent that the damages arise out of or result from the grossly negligent or willful acts or omissions of NDC Distributors.

Signatures

NDC Distributors, LLC

Company Name:

Name: _____

Date:

Signature: _____

Title: _____

Date: _____



Return Policy

Here at NDC Distributors LLC we strive for the best possible customer service possible, therefore our return policy is as follows:

- 1: In the event of seller error the customer has 48 hours from delivery receipt to report any issues. After 48 hours products will be subject to a 20% restocking fee and shipping fee. Products will be subject to an additional 10% restocking fee for every week after.
- 2: Any return for a reason other than seller error the product will be subject to a 20% restocking and shipping fee. Products will be subject to an additional 10% restocking fee for every week after.
- 3: All returns must have an approved return authorization form for the return to be processed.
- 4: Returns without an approved return authorization form will not be credited.
- 5: Repackaged or open products are not eligible for return or reimbursement.
- 6: The value of credit given will be for either the purchase value or the market value, whichever amount is lower at the time of return.
- 7: Items with stickers, price marks or knife cuts are not eligible for return or reimbursement.
- 8: No returns on refrigerated products, close out inventory or special deals.
- 9: No returns on any product that was specially ordered for a customer.
- 10: No returns for any product that is indicated non-returnable on the invoice.
- 11: Products that expire within 6 months is deemed short dated and is not eligible for return.
- 12: Returned merchandise damaged in transit by the customer's carrier will not be reimbursed.
- 13: All returns are at the discretion of the sales representative's manager.
- 14: All credits will be issued in the form of a credit memo, no checks will be mailed.