

 **8952 Western Way, Ste. 20, Jacksonville, FL 32256**

 **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

**Bank Reference**

Bank Name Bank Contact Account Number Phone Fax Address City State ZIP

**(Please complete signatures on reverse side and review Terms and Conditions of Sale).**

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.

*I hereby agree to credit evaluation and give my permission for Reliable Healthcare Solutions, Inc to contact any of the references provided above. I further agree to credit terms of net 30 days and agree to pay all costs of collection, including reasonable attorney fees, incurred in connection with the collection of any past due invoices and any amounts due.*

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 **Authorized Signature (Required) Title Date**

**Personal Guarantee**

The undersigned, in consideration of Reliable Healthcare Solutions Inc. (hereafter referred to as RHS) 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 RHS's Web site, and further personally and unconditionally guarantees the full payment of all outstanding indebtedness of the Applicant to RHS, upon request by RHS. 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 RHS's use of a consumer credit report on the undersigned in the credit evaluation process.

Signature: Type or Print Name:

Date:\_\_\_\_\_\_\_\_\_\_\_\_

**TERMS AND CONDITIONS OF SALES OF PRODUCTS BY RELIABLE HEALTHCARE SOLUTIONS INC. TO CUSTOMERS**

* Upon Reliable Healthcare Solutions Inc’s(hereinafter referred to as RHS) approval of a signed Credit Application, Applicant may order products from RHS as a “Customer” on open account terms. For purposes of the terms and conditions, a “Customer” shall mean any person who purchases products from RHS, the Applicant, the Personal Guarantor, and any other person who Applicant notifies RHS may purchase products from RHS that will be paid for by the Applicant.
* Payment under open account terms is required 30 days from date of invoice. A fee of 2.0% of invoice will be assessed each month for each 30 days after the initial 30-day period that the invoice remains unpaid. RHS will accept company checks for payment of invoices and for credit card payments there will be an additional processing charge of 3%.
* 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.
* RHS, 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 RHS 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 RHS 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 RHS within 45 days after the end of each calendar quarter.
* If Customer disputes any RHS invoice, it must notify RHS’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. Due to our product quality standards, we cannot accept returns. Except for shipping discrepancies or product damages. These items must be reported within 48 hours of receipt.
* Customer will be charged $30.00 by RHS for any check of Customer that is returned because of insufficient funds in Customer's account.
* RHS 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: RHS 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. RHS WILL, HOWEVER, PASS ALONG TO THE CUSTOMER ANY MANUFACTURERS’ WARRANTIES APPLICABLE TO PRODUCTS NOT MANUFACTURED BY RHS.
* LIMITATION OF REMEDIES: Customer’s sole remedy, and RHS’s sole liability for non-conforming goods rejected as provided herein, shall be limited

to replacement of the products or, at RHS’s option, refunding the portion of the price of such non-conforming products paid to RHS. In no event shall RHS’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 RHS be liable for any loss, charge or damages resulting from its inability to procure any products ordered by RHS or for delays or failure to deliver products hereunder. IN NO EVENT SHALL RHS 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 RHS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

* All orders for purchases of products shall be subject to acceptance by RHS. The terms and conditions stated herein and all terms and conditions of sale set forth in RHS's 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 RHS unless made in writing and accepted in writing by RHS.