



Access Point Medical LLC  
PO Box 4411783  
St. Louis MO 63143

Toll Free: 1-877-276-4463  
Fax: 888-875-1535

**CREDIT APPLICATION / SALES TERMS AND CONDITIONS**

Entire Application must be completed for consideration. Access Point Medial, LLC (“APM”) will hold all information confidential.

\_\_\_\_\_  
(Legal Business Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name/Title) (Shipping Address, City, State, Zip)

\_\_\_\_\_  
(Years at Address & Shipping Address) (Phone) (Email Address)

\_\_\_\_\_  
(State of Incorporation) (Fax) (Website URL)

\_\_\_\_\_  
(Buying Group Name) (D/B/A or Other Business Name Used)

\_\_\_\_\_  
(Federal Tax ID #) (State Sales Tax ID #)

\_\_\_\_\_  
(Type of Business) (Date Established) (Number of Years in this Industry)

\_\_\_\_\_  
(Estimated Prior Year Sales) (Estimated Prior Year Net Income) (Total Current Cash) (Total Current Debt)

\_\_\_\_\_  
(Current Number of Employees) (If Applicable, Former Address, City, State, Zip)

\_\_\_\_\_  
(Type of Ownership: Sole Proprietorship / Partnership / Corporation)

\_\_\_\_\_  
(Principal 1 Name/Title) (Principal 1 Social Security #) (Principal 1 Phone) (Principal 1 Email Address)

\_\_\_\_\_  
(Principal 2 Name/Title) (Principal 2 Social Security #) (Principal 2 Phone) (Principal 2 Email Address)

\_\_\_\_\_  
(Accounts Payable Contact Name) (Accounts Payable Phone) (Accounts Payable Fax) (Accounts Payable Email Address)

\_\_\_\_\_  
(Signing Officer Name/Title) (Signing Officer Phone) (Signing Officer Fax) (Signing Officer Email Address)

\_\_\_\_\_  
(Has the Firm or Any of Its Principals Ever Been Bankrupt?) (Is the Firm In or Close to a Chapter 11, 7 or Reorganization?)

**BANK REFERENCES:** (List 2 Largest Banking Relationships)

\_\_\_\_\_  
(Business Bank 1 Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Account Number) (Savings/Checking/Loan/Other)

\_\_\_\_\_  
(Bank Contact Name/Title) (Phone) (Email Address)

\_\_\_\_\_  
(Fax) (Cash Balance) (Loan Balance) (Loan Availability) (Loan Number)

<i>(Business Bank 2 Name)</i>		<i>(Address, City, State, Zip)</i>		
<i>(Account Number)</i>		<i>(Savings/Checking/Loan/Other)</i>		
<i>(Bank Contact Name/Title)</i>		<i>(Phone)</i>	<i>(Email Address)</i>	
<i>(Fax)</i>	<i>(Cash Balance)</i>	<i>(Loan Balance)</i>	<i>(Loan Availability)</i>	<i>(Loan Number)</i>

**TRADE REFERENCES:** *(List 3 Largest Suppliers of Products/Services)*

<i>(Company 1 Name)</i>		<i>(Address, City, State, Zip)</i>		
<i>(Name/Title)</i>	<i>(Phone)</i>	<i>(Email Address)</i>	<i>(Number of Years Done Business with this Firm)</i>	
<i>(Company 2 Name)</i>		<i>(Address, City, State, Zip)</i>		
<i>(Name/Title)</i>	<i>(Phone)</i>	<i>(Email Address)</i>	<i>(Number of Years Done Business with this Firm)</i>	
<i>(Company 3 Name)</i>		<i>(Address, City, State, Zip)</i>		
<i>(Name/Title)</i>	<i>(Phone)</i>	<i>(Email Address)</i>	<i>(Number of Years Done Business with this Firm)</i>	

**Payment Terms:** If Applicant is not approved for credit, the Applicant must pay in full upfront (prior to delivery) for any purchases. If Applicant is approved for credit, the Applicant must pay in full within 30 days of the invoice date. If Applicant pays in full within the first 10 days of the invoice date, the Applicant will receive a 2% discount on the purchase. All credit extended by APM requires a personal guarantee by the Applicant. If the Applicant falls past due on payments, the Applicant will be charged 2% per month in interest on the past due balance as of the date the order becomes past due, in addition to any reasonable attorney's fees, legal costs and/or collection costs incurred by APM to obtain collection of past due amount. The Applicant will not receive further credit until past due balance is paid in full and must pay past due balances in full in order to purchase any additional APM products. Once past due, the Applicant will no longer receive credit until they have a history of 6 months of purchases paid upfront. If Applicant is approved for credit, they must pay 50% upfront (prior to delivery) on all orders for the first 6 months and cannot make subsequent orders on credit until current credit is paid in full. The initial maximum amount of credit allowed for a new Applicant is \$1,000. If the Applicant has 6 months of on time payment history, they will be re-evaluated by APM's Controller for a higher credit amount and lower upfront payment. Large volume orders in excess of \$50,000 require a 50% upfront (prior to delivery) payment, assuming the customer has sufficient credit availability for such order (the threshold amount may be waived by APM's Controller depending on payment history). Any exceptions, waivers or other modifications to the Payment Terms will only be allowed via written and signed approval by APM's Controller on a case by case basis. **Return Policy:** All APM sales are final. APM only allows returns for products that are damaged or defective upon initial receipt and will replace or fix the defective product if it is returned to APM within 30 days of invoice. APM will not issue credit or cash for returns, only replacement or repair within 30 days of invoice. The product must be returned in its original packaging to be eligible for replacement or repair. No warranty, replacements or repairs will be given if the customer's account is past due. APM does not accept returns for any other reason. For a customer to return product for damage or defect, it must use the following procedure: contact APM Customer Care at 1-877-APM-4HME (877-276-4463); Customer Care and/or Technical Service will determine what needs to be replaced or repaired; if Customer Care/Technical Service has determined a product should be replaced or repaired, an "R.A. #" will be provided to the customer; the APM warehouse will not accept any returns without an "R.A. #." All sales below APM's tiered pricing levels are not subject to returns or warranties in any form. **Other:** APM

does not allow consignment sales of any kind, evaluation sales of any kind, samples of any kind nor distributor sales where the distributor has the right to return unsold product. All pricing on APM products is determined by the corresponding APM tiered pricing which is provided on a product by product basis. Freight will be charged on all sales unless the customer meets the minimum quantity guideline to receive free freight per APM's tiered pricing for that specific product. The Sales Representative that the Applicant interfaces with will be responsible for their account, beginning with the credit application. Whether the Applicant applies or is approved for credit, they will be bound to the sales policies, terms and provisions set forth in this Agreement. No exceptions, waivers or other modifications to anything with regard to APM's policies, terms or provisions as set forth in this Agreement will be allowed unless the Applicant receives written and signed approval by APM's Controller on a case by case basis. By signing this Agreement, the individual executing this Agreement below on behalf of the Applicant, individually and personally, represents and warrants to APM that: 1) he/she is authorized to execute this Application on behalf of the Applicant; 2) the information set forth in this Application is accurate and complete; 3) Applicant agrees that the prevailing party in any proceeding to enforce this Guarantee or to resolve a dispute with APM will be entitled to recover its costs, including attorneys' fees, from the other party; and 4) any legal action brought by the Applicant will be in the jurisdiction of New York, NY, and Applicant hereby submits to the jurisdiction of said courts. The laws of the State of New York, NY will apply. Applicant also agrees to pay \$100 for each check issued by Applicant to APM which is returned to APM unpaid or marked NSF. In signing this Agreement, Applicant agrees to all terms, conditions, policies and provisions in this entire Agreement and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Applicant has specified on this document and others that APM becomes aware of during the credit review process and from time to time. The undersigned also understands that APM will retain this Agreement, whether or not it is approved, and that APM will consider this Agreement as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Applicant. In order for APM to sell and to continue to sell to the Applicant, Applicant hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Applicant. Executed documents via fax, scan or email will be deemed as original. No oral agreements will be accepted and any changes must be in writing and signed by APM's Controller. The terms of this Agreement override all prior Agreements with the Applicant.

<i>(Signature by Authorized Signatory)</i>	<i>(Authorized Signatory Name/Title)</i>	<i>(Date)</i>
<i>(Authorized Signatory Address, City, State, Zip)</i>	<i>(Authorized Signatory Phone)</i>	<i>(Authorized Signatory Email Address)</i>

**PERSONAL GUARANTY:** In consideration of credit being extended by APM to the above named Applicant for merchandise to be purchased, whether Applicant is an individual or individuals, sole proprietorship, partnership, corporation, or other entity, the undersigned Guarantor hereby contracts and guarantees to APM the faithful payment, when due, of all accounts of said applicant for purchase made after the date of this Application. The undersigned Guarantor hereby expressly waives all notice of acceptance of this guaranty, notice of extension of credit to applicant, presentment, and demand for payment on Applicant, protest and notice to undersigned Guarantor of dishonor or default by Applicant or with respect to any security held by APM extension of time of payment to Applicant, acceptance of partial payment or compromise, all other notices to which the undersigned Guarantor might otherwise be entitled and demand for payment under this guarantee. Any revocation of this guarantee shall be in writing and delivered to: **Access Point Medical, LLC, PO Box 411783, St. Louis MO 63143.**

<i>(Signature by Guarantor)</i>	<i>(Guarantor Name/Title)</i>	<i>(Date)</i>
<i>(Guarantor Address, City, State, Zip)</i>	<i>(Guarantor Phone)</i>	<i>(Guarantor Email Address)</i>