



Credit Application

Updated: 7/1/2014

Section I – GENERAL INFORMATION

1. Legal Entity Name: _____
2. D/B/A (if any): _____
3. Business Type (check one):
 Proprietorship _____ Partnership _____ (S) Corp _____ (C) Corp _____ LLC _____ Other _____
4. Legal Entity Business Address: _____

 Business Phone #: _____ Business Fax #: _____

 Shipping Address (if different from business address): _____

 Billing Address (if different from business address): _____
5. Billing Contact name: _____ Contact Phone # _____

 Billing Contact e-mail address: _____
6. Primary Business Contact: _____

	Name	Title	Phone #	Email Address

Section II – FINANCIAL INFORMATION

7. Federal Tax ID #: ____ - _____

 State Tax ID #: _____ (This number must correspond with sales tax exemption certificate).

 State of Incorporation _____
8. List Any Businesses Affiliated with Legal Entity on Line #1 (Include Addresses & Account #'s):

9. List Name of Proprietor, Partners, or Officers of Legal Entity:

Name	Title	%owned	Home Address

10. List Names and addresses of other health care companies in which any of the individuals or organizations listed in Question #9 above also have an ownership interest (i.e. owner, partner or officer):

Name of Individual/Company	Name of Affiliated Company	Address of Affiliated Company

11. How Long has Business been under present ownership: _____ Year Started _____ # of employees _____

12. Estimated Monthly Purchases _____ Estimated Initial Purchase (if above avg.) _____

Terms Requested (subject to credit approval) _____

13. Major Suppliers/Existing Wholesalers:

Supplier	Address	Phone #	Contact	Account # / \$ High Cr. Amt. / \$ Amt. Owed

14. Name of Bank:

Bank	Account #	Address	Phone #

15. Will Goods Purchased Be Resold? Yes ___ No ___

If yes, in what form? AS IS ___ Re-Manufactured ___ Re-Packaged ___ Internationally ___ Other _____

Will Pharmaceuticals Be Sold to Anyone other than a Patient? Yes ___ No ___

If Yes, Please Explain _____

Drug License Type* Physician ___ Wholesaler ___ Pharmacy ___ Precursor ___ DEA ___ Other _____

*Must provide a copy of your state-issued license and DEA Permit DEA # _____

****State-issued license must be provided to purchase medical supplies containing a Rx- only label. Applicant will be unable to purchase these types of medical supplies without a state-issued license.**

16. Are there currently any suits, liens, or judgments filed against applicant or its business, and/or has applicant or its business ever filed for bankruptcy? Yes ___ No ___

If yes, please describe _____

17. Type of Business of Applicant:

Acute Primary Care Specialty Home Health Extended Long Term
 Pharmacy Closed Door Internet Mail Order Supplier Government
 Surgery Center Laboratory Distributor / Wholesaler
 Other _____

Section III--Agreement

1. As an inducement for Cardinal Health* to accept orders from or otherwise extend or make available credit to Applicant, the undersigned Applicant hereby agrees to comply with the following terms of sale, should Cardinal Health elect to extend such credit.
2. The Applicant acknowledges and agrees that it does not and will not redistribute any product distributed by Cardinal Health to the secondary market, including but not limited to, (i) pharmaceutical product purchased from Cardinal Health; and/or (ii) Cardinal Health self-manufactured products.
3. Until the Product is paid for in full, Cardinal Health retains, and the Applicant hereby grants a security interest to Cardinal Health in the product Cardinal Health has sold or is selling to Applicant (the "Product").
4. All payments shall be made in full, in accordance with the payment terms, via ACH direct debit or other payment forms acceptable to Cardinal Health. Cardinal Health may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to Cardinal Health when due under the terms of this Agreement. Failure or delay by Cardinal Health to bill Applicant for any such service charge will not waive Cardinal Health's right to receive the same. In the event of default in payments on any invoices, Cardinal Health shall have the right to declare all invoices immediately due and payable. Applicant shall pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by Cardinal Health to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this Agreement.
5. Applicant attests to Cardinal Health that it or the pharmacist(s) employed and/or affiliated with Applicant are properly licensed with applicable state licensing agencies to receive, dispense, distribute and otherwise legally dispose of the Product. Applicant understands that by attesting to this, Cardinal Health is complying with the "good faith inquiry" standard to ensure that the Product is distributed to properly licensed and/or registered pharmacy locations. Prior to purchasing the Product from Cardinal Health hereunder, Applicant must provide Cardinal Health with copies of all such licenses and any renewals, revocations or other changes to the same.
6. Applicant agrees that Product will be purchased under Cardinal Health's standard terms and conditions as in effect from time to time and/or the terms and conditions set forth in a vendor agreement between Applicant and Cardinal Health (the standard terms and conditions and the vendor agreement shall hereinafter be collectively referred to as the "Terms and Conditions"). The Terms and Conditions are hereby incorporated by reference and made a part hereof. Applicant acknowledges that the Terms and Conditions may be amended or modified by Cardinal Health from time to time and agrees to be bound by such modifications and/or amendments.
7. Without limiting Cardinal Health's rights under law or in equity, Cardinal Health (including its affiliates, subsidiaries, parent or related entities, collectively or individually), may exercise a right of set-off against any and all amounts due Applicant. For purposes of this Section 7, Cardinal Health shall be deemed to be a single creditor.
8. This Agreement, and any purchase orders, and all exhibits and addenda thereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bid responses, and understandings between the parties relative to the subject matter hereof. Except as otherwise provided herein, no changes to this Agreement or any purchase order will be made or be binding upon either party unless made in writing and signed by each party; provided, however, that Cardinal Health may increase, decrease, revoke or limit the amount and terms of credit extended to Applicant. No course of prior dealings between the Applicant and Cardinal Health and no usage of trade shall be relevant or admissible to supplement, to explain, or vary any of the terms of this Agreement.
9. All Applicable taxes including Federal Excise Tax will be collected as part of the sale.

10. All information provided in this Application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from Cardinal Health. Applicant shall provide Cardinal Health with financial statements and such further information as may reasonably be requested by Cardinal Health from time to time. Applicant authorizes Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. Applicant acknowledges and agrees to the sharing of financial statements and other information between and among Cardinal Health's subsidiaries and affiliates. Applicant authorizes Cardinal Health to request, obtain and share information with other creditors of Applicant. Applicant shall also provide to Cardinal Health advanced written notice of a proposed change in twenty-five (25%) or more of the ownership or control of Applicant's business or assets. Applicant authorizes Cardinal Health to rely on the accuracy of all information provided herein unless and until any information is changed by Applicant's written notice to Cardinal Health.
11. In order to secure timely and full payment and performance of all present and future obligations of Applicant to Cardinal Health (the "Obligations"), including but not limited to all promissory notes and sales on credit, Applicant hereby grants to Cardinal Health a security interest in all of following business assets of Applicant, wherever located and whether now owned or hereafter acquired: all goods, equipment, inventory, accounts, accounts receivable, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing (including, without limitation, all prescription files, patient lists, signs, appliances, cash registers, computers, computer software, shelving, check-out counters, compressors, freezers, coolers, display cases, customer records, sundries, tobacco products, prescription and over-the-counter pharmaceutical products, health and beauty aids, home healthcare products and general merchandise and supplies); all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "Collateral"). All items of Collateral shall remain personal property and shall not become part of any real estate regardless of the manner of affixation. This security interest shall continue in effect until Cardinal Health is indefeasibly paid in full.
12. Applicant authorizes Cardinal Health to initiate debit entries from Applicant's account indicated below and Applicant authorizes the financial institution named below (the "Institution") to debit the same such account. Authority to initiate debit entries shall remain in full force and effect until Cardinal Health and the Institution have received written notice from the Applicant of its termination of such authorization. Applicant acknowledges that it has the legal right to stop payment of a debit entry by notification to the Institution; provided, prior to such notification, Applicant shall provide sufficient written notice to permit Cardinal Health to take any actions it deems necessary to avoid disruption in payments from the Applicant.
- Bank Name: _____
- Bank Transit ABA#: _____
- Bank Account #: _____
13. The Authorized Signatory represents that he/she has the authority to bind Applicant to this Agreement. The Applicant acknowledges and agrees that this is an application for business credit and the transactions contemplated are not for primarily personal, family or household purposes. Recognizing that the owner's/partner's/shareholder's/managing member's credit history may be a factor in the evaluation of Applicant's credit history, the owner(s) / partners / shareholder(s) / managing member hereby consent to the use of a consumer credit report by Cardinal Health as it may deem necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.
14. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.
15. Any action(s) to enforce the terms of this Agreement may be brought in any court of competent jurisdiction selected by Cardinal Health. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict-of-laws principles, (and specifically excluding the provisions of the United Nations Convention on the International Sale of Goods.)
16. The Applicant and Cardinal Health agree that the use of electronic transmission, including, but not limited to, e-mail or other transmissions via the Internet or World Wide Web, in entering into and in exercising their rights and performing their obligations under this Agreement is in the best interests of all of the parties and shall be permissible, notwithstanding any requirement of the Uniform Commercial Code or any other applicable law that might otherwise be considered unsatisfied as a result of the utilization of such media. The Applicant and Cardinal Health therefore agree that the Uniform Electronic Transactions Act, as promulgated by the National Conference of Commissions on Uniform State Laws, shall be applicable to

the construction of this Agreement and any transactions hereunder, whether or not such Act shall have been adopted in any jurisdiction. By way of illustration and not of limitation, the Applicant and Cardinal Health agree to the following:

- (a) any document (including this Agreement) transmitted by electronic transmission shall be treated in all respects as an original signed document;
- (b) the signature (including an electronic signature) of any Party shall be considered for these purposes as an original signature;
- (c) any such electronic transmission shall be considered to have the same binding legal effect as an original document; and
- (d) neither Party shall raise the use of electronic transmission as a defense to this Agreement or in matters relating to any transaction pursuant to this Agreement, and each Party waives such defense.

17. If this application for business credit is denied, Applicant has the right to a written statement of the specific reasons for the denial. Cardinal Health will send Applicant a written statement of the specific reason(s) for the denial within thirty (30) days of receiving a request for a written statement. The Federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Printed Legal Entity Name of Applicant as it appears in Section I of the Application

BY: _____
Authorized Signature
(Electronic signature is not accepted at this time.)

ITS: _____
Authorized Signatory Title

Printed Name of Signatory

Date: _____

Section IV - Guaranty

Each undersigned principal of Applicant (as defined above), by reason of his/her financial interest in Applicant and as an inducement of Cardinal Health to extend credit to Applicant, and intending to be legally bound, hereby jointly and severally, irrevocably and unconditionally guaranty to Cardinal Health, and its subsidiaries, affiliates and successors (each a "Guaranty Party") the prompt and full payment (and not merely the ultimate collection) and performance of all Obligations (as defined above) to Cardinal Health, whether now existing or hereafter arising, including any payment made to Cardinal Health that is subsequently avoided in bankruptcy or recovered from Cardinal Health for any reason. Each Guaranty Party authorizes Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. This is a continuing guaranty and the obligations of each Guaranty Party may not be revoked or limited so long as Cardinal Health continues to extend credit to Applicant and/or its successors and assigns. Likewise, the obligations of each Guaranty Party may not be revoked or limited, regardless of renewals, extensions or modifications of trade terms or credit limits granted to Applicant by Cardinal Health. Each Guaranty Party's obligations under this Guaranty are independent of and separate from the obligations of Applicant. This Guaranty shall be governed under the laws of the State of Ohio. Any action(s) to enforce the terms of this Guaranty may be brought in any court of competent jurisdiction selected by Cardinal Health.

EACH GUARANTY PARTY ACKNOWLEDGES THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY CARDINAL HEALTH FROM TIME TO TIME AS CARDINAL HEALTH MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.

Signature
(Electronic signature is not accepted at this time.)

Signature
(Electronic signature is not accepted at this time.)

Signature
(Electronic signature is not accepted at this time.)

Printed Name

Printed Name

Printed Name

Social Security # _____

Social Security # _____

Social Security # _____

Address: _____

Address: _____

Address: _____

Telephone #: _____

Telephone #: _____

Telephone #: _____

Date: _____

Date: _____

Date: _____

***The term "Cardinal Health" shall mean collectively all subsidiaries, related and affiliated companies of Cardinal Health, Inc. ("CHP"), an Ohio corporation, and successors and assigns thereof, whether existing now or in the future, including but not limited to Parmed Pharmaceuticals, LLC.**