



Dear Prospective Customer,

Thank you for your interest in establishing an account with Metro Medical. Enclosed is our Credit Agreement including the Terms & Conditions governing our potential relationship. To help us expedite this request, please note that the Credit Agreement requires a signature of a corporate officer / partner / proprietor, as well as his/her printed name and title. Please include the following information when you return your account setup packet to us.

- Completed Credit Agreement
- Customer Setup Information Sheet
- Tax Exempt Certificate (if applicable)
- Pharmacy License and/or Physician's License
- DEA Certificate for each location

Once completed, please send to our attention via one of the methods below.

Fax: 615-312-9920  
E-mail: [credit@metromedical.com](mailto:credit@metromedical.com)  
Mail: **Metro Medical**  
**Attn: Credit Department**  
**200 Cumberland Bend**  
**Nashville, TN 37228-1804**

If you have any questions, please contact us toll free at 800-768-2002 and ask for the Credit Department.

Thank you for your time and consideration.

Credit Manager

THIS FACSIMILE CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US.

# METRO<sup>®</sup>

## MEDICAL

Applicant Firm Name		Telephone		Fax	
Address		City		State	Zip
Name of Parent Company, if Subsidiary Division					
Address		City		State	Zip
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> LLC	
<input type="checkbox"/> SOLE PROPRIETOR					
Former Business, if any			No. of years in business		Monthly Anticipated Purchases?
DEA Registration No.	State License No.	State Tax Id No.		Sales Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes provide documentation)	
<b>PROPRIETOR, PARTNERS OR CORPORATE OFFICERS</b>					
Name/Title	% of Ownership	Home Address			SS No.
Name/Title	% of Ownership	Home Address			SS No.
Name/Title	% of Ownership	Home Address			SS No.
<b>TRADE REFERENCES (PHARMACEUTICAL INDUSTRY PREFERRED) AND BANK REFERENCES</b>					
Name	Address, City, State Zip		Account No.	Telephone No.	
Name	Address, City, State Zip		Account No.	Telephone No.	
Bank Name	Bank Loans? Please Provide Information		Telephone No.		
Branch	Account No.	Account Type <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> SAVINGS <input type="checkbox"/> OTHER			
Will Cash in Advance Shipments Be Acceptable until Credit Is Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<p>The undersigned, on Behalf of the Applicant, hereby authorizes(s) Metro Medical Supply, Inc. ("Metro") to contact the above scheduled trade and banking references and to request and obtain consumer and/or business credit reports on the applicant ("Buyer") or officers for the purpose of establishing and maintaining a line of credit with Metro Medical Supply, Inc. ("Metro"), and to obtain any other information related to the statements set forth in this application. By executing and submitting this application, the undersigned, in consideration of and in order to induce Metro to establish a line of credit for purchases on account, promises and agrees to pay for all purchases according to Metro's terms of sale as stated on all invoices and pursuant to the Terms and Conditions stated on the reverse side of this application. If at any time, for any reason, the applicant fails to pay for said purchases according to the aforementioned terms of sale, applicant shall be liable to Metro for all costs of collection, including without limitation, Metro's attorney's fees and court costs. <b>PERSONAL GUARANTY:</b> In order to induce Metro to accept this application and otherwise sell to and/or extend credit to Applicant hereunder, the undersigned proprietor(s), partners(s) and/or officers(s) of the applicant hereby agree to personally guaranty and assume all of the obligations and responsibilities for any and all debts that the applicant shall incur including costs of collection, interest, attorney's fees and court costs in connection with the applicant's purchases from Metro commencing on _____ until such time as Metro acknowledges, in writing, the termination of said personal responsibility. The undersigned hereby agree(s) to notify Metro of any changes in ownership and further state(s) that the financial condition of the applicant is satisfactory to meet all of its financial obligation. In the event of any suit for collection, the Applicant and each Personal Guarantor hereby consent to the jurisdiction of the Courts of the State of Tennessee with venue in Davidson County, Tennessee, and waive all right to trial by jury.</p> <p>I have read all the terms and conditions stated above and on the back, and agree to all these terms and conditions.</p>					
Signature (Officer/Owner) _____			Signature (Officer/Owner) _____		
Title _____, and individually as a guarantor			Title _____, and individually as a guarantor		
Print Name _____			Print Name _____		
Date _____			Date _____		
200 CUMBERLAND BEND, NASHVILLE, TN 37228-1804 Call Toll Free 800-768-2002					

# TERMS AND CONDITIONS

**Prices are subject to change without notice.**

**SUPERSEDURE.** Our invoice shall supersede any terms and conditions of any purchase order made by Buyer. No prior course of dealing or usage of trade shall affect this invoice or be admissible to explain, modify, or contradict this invoice.

**PAYMENT TERMS.** Unless other payment arrangements are made between Applicant ("Buyer") and Metro ("Seller"), Buyer shall make payment within the terms stated on the face of this invoice. Payment terms granted to Buyer may be reevaluated by Seller based upon Buyer's payment performance.

**DISCLAIMER OF WARRANTIES.** THE GOODS SHOWN ON OUR INVOICE HAVE BEEN SOLD BY SELLER WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE MERCHANTABILITY OF THE GOODS OR THEIR FITNESS FOR ANY USE OR PURPOSE. BUYER MUST LOOK TO THE MANUFACTURER OF THE GOODS FOR ANY WARRANTY THEREON, AND THE SELLER IS NOT RESPONSIBLE FOR DEFECTS OF ANY KIND UNLESS SUCH DEFECTS RESULT FROM AN ACT OF SELLER.

No agent, employee or representative of Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the goods.

**SHIPMENT, RISK OF LOSS, AND TITLE.** Shipment of the goods to Buyer is on the basis of F.O.B. Destination Point. All risk of loss and /or damage during shipping is borne by the Seller. Buyer assumes title upon receipt of the goods. The cost of shipment, if any, has been paid by Seller and added to this invoice. Orders from outside the contiguous United States are shipped F.O.B. shipping point. If the shipment is received damaged, it is Buyer's responsibility to obtain the carrier's delivery receipt notated with the damage conditions and to notify Seller immediately. If shipment contains concealed damage, Buyer must notify Seller within 48 business hours of receipt. If notification is not timely to Seller, Buyer forfeits all rights to return the product.

**RETURNS.** In the event that Seller fails to correctly fill an order from Buyer and Seller delivers to Buyer the wrong type or quantity of goods, then Buyer must notify Seller within 24 hours for refrigerated goods and 48 hours of receipt for non-refrigerated goods of the Shipment. Provided Buyer notifies seller within the specified period, the Buyer shall have the right to return such goods to Seller and to receive a credit only against future purchases for any sums actually paid by Buyer on this invoice. This credit expires 18 months after issuance. Seller shall take responsibility for arranging transportation for the return of such goods to Seller.

Buyer shall otherwise not have the right to return goods to Seller, without the advance written authorization of Seller. If authorization is granted Seller shall credit Buyer all or a part of the amount of this invoice for the portion of goods returned that are in a saleable condition, or the current market value of such goods, whichever is less. In addition, Buyer shall pay all transportation charges associated with the return of such goods to Seller, and any additional charges mutually agreed upon by Buyer and Seller. A restocking fee based on the invoice total may be charged to the Buyer for all goods returned.

**EXCUSEABLE DELAYS.** Seller shall not be charged with any liability for delays or non-delivery of goods when due to delays or non-delivery of supplies, acts of God or he public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not proven to be valid, riots, labor disputes, material shortages, unusually severe weather, or any other cause beyond the reasonable control of Seller. Seller shall give Buyer written notification of any material or indefinite delay due to such causes. Within thirty (30) days after receipt of any such notification from Seller, Buyer shall instruct Seller in writing that the portion of Buyer's order affected by such delay is either (i) affirmed, and the time for performance extended for as many days as such causes actually retarded delivery; or (ii) terminated.

**TAXES.** All taxes (other than income or excess profit taxes) which may be imposed by any taxing authority arising from the sale, delivery, or use of the goods and for which Seller may be held responsible for collection or payment, either on its own behalf or that of the Buyer, shall be paid by Buyer to Seller upon Seller's demand.

**CANCELLATION.** Seller reserves the right to cancel all or any part of the undelivered portion of any order if Buyer fails to make timely payment hereunder or under any other invoice to Seller.

**ASSIGNMENT.** Buyer shall not, in whole or in part assign or transfer any interest under any order accepted by Seller or delegate any obligation hereunder without the prior written consent of Seller.

**LIABILITIES.** In no event shall Seller be liable for consequential damages arising from any delay or default in delivering the goods shown hereon, regardless of cause, or from the failure of such goods to correspond in any manner to the description contained in this invoice.

**LATE CHARGES AND ATTORNEY'S FEES.** We reserve the right to charge a late fee of 1½% on outstanding balances which are over 30 days past the invoice due date. Buyer shall pay Seller reasonable attorney's fees and all costs and expenses of collection should it become necessary for Seller to take action to collect any sums due from Buyer to Seller hereunder.

**INTERPRETATION/JURISDICTION/VENUE.** This invoice shall be governed by and construed in accordance with the laws of the State of Tennessee. Buyer agrees that if any action is filed by Buyer or Seller with respect to the transaction to which these Terms and Conditions apply, or any matter that has arisen or may arise in connection therewith, Davidson County, Tennessee shall be exclusive jurisdiction and venue therefore.

**OTHER CONDITIONS,** Pursuant to Federal, State or local regulations any reduction in price on the purchase of products contained on this invoice, whether at the time of purchase or through a contractual rebate, should be considered a discount and you may be required to properly disclose and/or account for any such discount, rebate or other reduction in price received, in whatever form, in a way that complies with all applicable federal, state and local laws and regulations, including without limitation, Section 1128B(b) of the Social Security Act and its implementing regulations which states "You are also required to provide, upon request by the U.S. Department of Health Services, a State agency or other federally funded state health care program, the information furnished by the products' manufacturer, marketer and/or your wholesaler concerning the amount or value of any such discount, rebate, or other reduction in price."



<b>Purchasing Department</b>	
<b>Buyer's Information:</b>	
Name:	Address:
City, State, Zip:	
Telephone:	Fax:
Email:	
Are purchase orders used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Who approves invoices for payment?	
Name:	Telephone:
<b>Accounts Payable Department</b>	
<b>A/P Contact Information:</b>	
Name:	Address:
City, State, Zip:	
Telephone:	Fax:
Email:	
<b>A/P Supervisor Information:</b>	
Name:	
Telephone:	Fax:
Email:	
The schedule for check issuing is every:	
Frequency of mailing of checks:	
Contact for address changes:	
Are payments made through a different company? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes", please provide the following information)	
Company's Name:	
Telephone:	Fax:
Email:	
<b>Invoices:</b>	
<input type="checkbox"/> Mailed to:	
<input type="checkbox"/> Emailed to:	
<input type="checkbox"/> Faxed to:	
<b>Statements:</b>	
<input type="checkbox"/> Mailed to:	
<input type="checkbox"/> Emailed to:	
<input type="checkbox"/> Faxed to:	
<input type="checkbox"/> Do Not Send	
<b>Preferred Payment Options:</b>	
<input type="checkbox"/> Prepay	
<input type="checkbox"/> Check	
<input type="checkbox"/> ACH	
<input type="checkbox"/> Credit Card	
<input type="checkbox"/> I want to be set up for online payments.	
<input type="checkbox"/> <b>Credit Terms Requested**:</b>	
<p>**Requires completion of Metro Credit Application to be reviewed and approved by Metro Credit Department. Initial terms are Net 30 Days. Additional terms upon written request pending credit review and approval credit review and approval.</p>	



BILL-TO ADDRESS

Name:	
Address:	
City, State:	
Zip:	
Telephone:	

SHIP-TO ADDRESSES

Name:	
Address:	
City, State:	
Zip:	
Telephone:	
Name:	
Address:	
City, State:	
Zip:	
Telephone:	
Name:	
Address:	
City, State:	
Zip:	
Telephone:	
Name:	
Address:	
City, State:	
Zip:	
Telephone:	
Name:	
Address:	
City, State:	
Zip:	
Telephone:	
Name:	
Address:	
City, State:	
Zip:	
Telephone:	

Please add additional sheets for more Ship-to addresses.