



HEALTH COALITION, INC.

knowledge  
reliability  
service

## MEMO

Dear Prospective Customer,

Thank you for your interest in establishing an account with Health Coalition, Inc. Enclosed is our Credit Application and the Terms & Condition. To help us expedite your request we ask that you fill out the enclosed Credit Application. Please note that a signature of a “**corporate officer/partner/proprietor**” is required. Kindly print the name of the individual whose signature appears on the credit application, as well as his/her title. Once completed please fax the following information to our attention at (305) 667-5389.

- Completed Credit Application:  
**(The original must be mailed to)**  
**Health Coalition, Inc.**  
**8320 NW 30<sup>th</sup> Terrace**  
**Doral, FL 33122**
- Customer Set up information sheet
- Tax Exempt Certificate (if applicable)
- Pharmacy License and/or Physician’s License
- DEA Certificate
- Product Usage Letter

For your convenience, please find attached a List of Companies that Do Not Provide Credit References.

Thank you for your time and consideration.

Credit Manager

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"/> SOLE PROPRIETOR			
Former Business, if any:		No. of years in business?	
DEA Registration No.	State License No.	State Tax Id No.	DNB No.
<b>PROPRIETOR, PARTNERS OR CORPORATE OFFICERS</b>			
Name/Title	% of Ownership	Home Address	SS No.
Name/Title	% of Ownership	Home Address	SS No.
<b>TRADE REFERENCES – PHARMACEUTICAL INDUSTRY PREFERD (PLEASE SEE ATTACHED LIST OF COMPANIES THAT DO NOT PROVIDE CREDIT REFERENCES)</b>			
Name	Address, City, State, Zip	Account No.	Telephone No.
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			
<b>PAYMENT TERMS: NET 15 DAYS</b>			
<p>The undersigned, on Behalf of the Applicant, hereby authorize(s) Health Coalition, Inc. ("HCI") 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 Health Coalition, Inc. ("HCI"), 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 HCI to establish a line of credit for purchases on account, promises and agrees to pay for all purchases according to HCI'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 HCI for all costs of collection, including without limitation, HCI's attorney's fees and court costs. <b>PERSONAL GUARANTY:</b> In order to induce HCI to accept this application and otherwise sell to and/or extend credit to Applicant hereunder, the undersigned proprietor(s), partner(s) and/or officer(s) of the applicant hereby agree to personally guaranty and assume all of the obligations and responsibilities for any an 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 HCI commencing on _____ until such time as HCI acknowledges, in writing, the termination of said personal responsibility. The undersigned hereby agree(s) to notify HCI of any changes in ownership and further state(s) that the financial condition of the applicant is satisfactory to meet all of its financial obligations. 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 Florida with venue in Miami-Dade County, Florida, and waive all right to trial by jury. I have read all the terms and conditions stated above and on the back, and agree to all these terms and conditions.</p>			
Signature _____ Date _____		Signature _____ Date _____	
Title _____, and individually as a guarantor		Title _____, and individually as a guarantor	
Print Name _____		Print Name _____	

**PLEASE MAIL ORIGINAL TO: 8320 NW 30th Terrace, Doral , FL 33122**

# TERMS AND CONDITIONS

**SUPERSEDEURE.** 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 HCI ("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 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. 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 48 hours of receipt of the Shipment. Provided Buyer notifies seller within the 48 hour 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 30% restocking fee of the invoice total will be charged to the Buyer for all goods returned. Blood component products are non-returnable.

**EXCUSABLE 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 the 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.

**ATTORNEY'S FEES.** 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 Florida. 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, Dade County, Florida shall be exclusive jurisdiction and venue therefore.

**FINANCE CHARGE.** A finance charge of 1½% per month (18% per annum), or the maximum rate allowed by law if lower than 18% per annum, will be assessed on all past due invoices.



The following Companies DO NOT provide trade references:  
Please DO NOT include on your credit application.

American Express	H.D. Smith
AmerisourceBergen Corporation	Henry Schein, Inc.
Anda, Inc.	Hospira Worldwide, Inc.
ASD Healthcare	InvaCare
B Braun Medical	Medline Industries
Baxter International, Inc.	McKesson Medical Surgical
Besse Medical	McKesson Pharmaceuticals
Bio Med Plus Incorporated	National Hospital Specialties (NHS)
Blood Diagnostics, Inc.	Novis Pharmaceuticals, LLC.
Bracco Diagnostics, Inc.	Novo Nordisk Inc.
Cardinal Health, Inc.	Office Depot
Central Admixture Pharmacy Services, Inc.	Premier, Inc.
Coloplast, Inc.	PSS World Medical, Incorporated
CT International	Res Med, Corp.
Dell Financial Services	Seacoast Medical, LLC
FedEx	Talecris Biotherapeutics, Inc.
FFF Enterprises	VWR International, LLC.
Fisher Healthcare	WebbMason, Inc.
Fisher Scientific	Webster Veterinary
Glaxo Smith Kline	Wyeth Pharmaceuticals

Company Name: \_\_\_\_\_ PID: \_\_\_\_\_ Date: \_\_\_\_\_

<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 Payables 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>Preferred Payment Options:</b>	
Prepay: <input type="checkbox"/>	
C.O.D: <input type="checkbox"/>	
Credit Card: <input type="checkbox"/>	
<b>Credit Terms: <input type="checkbox"/> **</b>	
<b>** Requires completion of HCI Credit Application to be reviewed and approved by HCI Credit Department. Initial terms are Net 15 Days. Additional terms upon written request pending credit review and approval.</b>	
<b>Invoices:</b>	
Mailed to: <input type="checkbox"/>	
Emailed to: <input type="checkbox"/>	
Faxed to: <input type="checkbox"/>	
<b>Statements:</b>	
Mailed to: <input type="checkbox"/>	
Emailed to: <input type="checkbox"/>	
Faxed to: <input type="checkbox"/>	
Do Not Send: <input type="checkbox"/>	