



B.E. Healthcare Solutions, Inc.
CREDIT APPLICATION

CONTACT INFORMATION

Legal Company Name:

Primary Contact:

Registered business address:

City:

State:

ZIP Code:

Phone:

Fax:

Email:

Date business commenced:

Fed Tax ID#

Business Structure (Please circle) – Sole Proprietorship Partnership Corporation LLC

BUSINESS INFORMATION

Primary Address:

City:

State:

ZIP Code:

Bank Name:

Bank Contact:

Bank Address:

Phone:

Fax:

City:

State:

ZIP Code:

Type of account

Account number

Savings

Checking:

Other

PRINCIPALS / OWNERS

Full Name:

Title:

Date of birth:

SSN:

Phone:

Home address:

City:

State:

ZIP Code:

Full Name:

Title:

Date of birth:

SSN:

Phone:

Home address:

City:

State:

ZIP Code:

Have Owners or Principals ever filed Bankruptcy? Y or N If yes, please explain details:

ACCREDITATION / MEMBERSHIP

Accredited By:

Dunn & Bradstreet #:

VGM Membership #

Other Membership Name & #

ADDITIONAL SHIP TO LOCATIONS

Name	Address	City	State	ZIP Code	Phone



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SALES TAX RESALE CERTIFICATION

Home State:

A valid resale certificate is required for all states in which you do business. A signed resale certificate must be submitted with this application for each state you conduct business in before orders will be shipped.

BUSINESS REFERENCES

Company Name:	Contact Name:	Phone #:	
Address:	City:	State:	ZIP Code:
Company Name:	Contact Name:	Phone #:	
Address:	City:	State:	ZIP Code:
Company Name:	Contact Name:	Phone #:	
Address:	City:	State:	ZIP Code:

SIGNATURE OF CORPORATE OFFICER OR OTHER AUTHORIZED INDIVIDUAL

Signature:	Title:	Date:
Signature:	Title:	Date:

Mail both pages of completed application to **5935 West 84th Street, Suite D, Indianapolis, IN 46278** or email to **JBrewer@BEHCS.com**. For more information call 317-731-7957.

1. ENTIRE AGREEMENT: This Agreement is between B.E. HealthCare Solutions Incorporated, extending credit ("Seller") and the Applicant named above or on page 1 (also referred to as "Buyer"). This Agreement along with the terms and conditions on Seller's quotation and invoice which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions between the parties. In the event that the terms of this Agreement conflicts with terms of any other existing or future contract between Seller and Buyer (including Buyer's oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement and the date, and (b) contains a signature of an officer of Seller. Other contracts between the parties not meeting (a) and (b) are deemed to be superseded and/or amended by this Agreement.

2. PAYMENT: Applicant agrees to pay for all products and services ("Products") according to the TERMS. Buyer shall make all claims for billing errors or adjustments in writing within ten (10) days from the invoice date. Claims not received in writing within the time specified are waived by Buyer. If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any such Product, where payment is outstanding, without notice or demand. Alternatively, Seller may require Applicant to assemble and allow Seller to take possession. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections including reasonable attorneys' fees. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 15% of the outstanding balance. Seller shall grant a lien waiver only to the extent payment is received, paid by the bank, and not avoidable as a bankruptcy preference.

3. DELIVERY & RETURNS: Buyer shall examine material upon receipt and prior to installation. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. Claims not received in writing within the time specified are waived by Buyer. Delivery to the delivery address stated on the purchase order or otherwise provided Buyer constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at time of delivery or signs a delivery receipt. Delivery dates given by Seller are estimates. Seller shall not be responsible for failure or delay in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. Seller will accept the return for credit of regularly stocked items of the current model in clean, unused and undamaged condition with original packaging with all original parts ("Returns"). Returns are subject to a 25% restocking fee, unless specified otherwise. No other material may be returned for credit including special order items like millwork, unless specifically agreed to by Seller.

4. SECURITY: To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller. This includes all products and services sold by Seller

("Collateral"). The security interest extends to all repossessions, returns, and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. Applicant authorizes Seller to file financing statements describing the Collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.

5. TRUST: Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Applicant agrees to promptly pay to Seller all such funds. Upon request, Applicant shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.

6. WARRANTY: The Buyer's sole and exclusive warranty on any Product is that provided by the Product's Manufacturer, the sole and exclusive warranty is the warranty provided in writing by Seller to Buyer. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WORKMANSHIP. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

7. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Indiana, and the exclusive venue for any disputes or claims arising from this Agreement or any transaction between Seller and Buyer, Applicant or all Guarantors shall be the State or Federal courts located in Hamilton County, IN. By signing this Agreement, Buyer, Applicant and all Guarantors agree to submit to the Jurisdiction of such courts.

8. CERTIFICATION: The Applicant certifies the following: (1) the information I provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Seller agrees that this Agreement and Buyer's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood, and agreed to all of the TERMS, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Buyer is a partnership or sole proprietorship, then I authorize Seller to obtain and use consumer reports on the Buyer or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

Authorized Signature Printed Name and Title Witness

Date

Personal Guaranty

As consideration for the Seller extending credit to the Applicant, the Guarantor(s), jointly and severally hereby personally guarantee the payment of any obligation of the Applicant to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees, to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit. Guarantors acknowledges the provision set forth in Section 7 above, and the terms of such provision are incorporated herein by reference. This Personal Guaranty shall not exceed five million dollars (\$5,000,000) and will remain in force for ten (10) years from date of last sale. Guarantor may revoke this Personal Guaranty only by providing Seller's Credit Manager written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

Guarantor 1 (Signature) Printed Name and SSN Witness

Date

B.E. HealthCare Solutions Inc. Credit Application & Master Agreement
5935 West 84th Street
Suite D
Indianapolis, IN 46278
317-731-7957