



P.O. Box 429  
 5640 Industrial Parkway  
 Hudson, OH 44236  
 Phone: 800-733-7976 Faxes: 330-342-9444 or 330-342-9445  
 Email: customerservice@gemcomedical.com

**NEW ACCOUNT APPLICATION AND AGREEMENT**

(Please complete all fields. Enter "N/A" if not applicable.)

Customer ID _____
Terr.ID _____ (Internal Use)

Date \_\_\_\_\_

Company Legal Name ("Customer") \_\_\_\_\_

D.B.A. \_\_\_\_\_

Is this company incorporated? (Circle one) Yes \_\_\_ No \_\_\_ State \_\_\_\_\_ Date \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_

Federal Tax I.D. Number \_\_\_\_\_ Medicare PTAN Number \_\_\_\_\_

NPI Number \_\_\_\_\_ State Tax Exempt for Resale Number (Attach Certificate) \_\_\_\_\_

**Principals (ALL MUST BE LISTED):**

Name & Title \_\_\_\_\_

Name & Title \_\_\_\_\_

Type of business \_\_\_\_\_ Years in business \_\_\_\_\_

Accounts Payable Contact Person & Title _____
Primary Contact(s) to Receive Electronic Invoices:
E-Mail _____ First Name _____ Last Name _____
E-Mail _____ First Name _____ Last Name _____
Primary Contact for Application & Credit Questions _____
Phone _____ E-Mail _____

Preferred Payment Method: Prepay/ACH Check/Wire _____ Prepay Credit Card _____ Line of Credit _____ (Checks returned for insufficient funds (NSF) shall incur a \$25.00 NSF fee.)
Line of Credit Request \$ _____ (MUST COMPLETE FOLLOWING PAGE)
Credit requests of \$10,000.00 or more require the applicant to submit their most current annual Income Statement, Balance Sheet and Statement of Cash Flows which have been prepared in accordance with Generally Accepted Accounting Principles (GAAP). Future requests for an increase in the approved Credit Line may require submission of additional documentation.

**PERSONAL GUARANTY**

All individuals and all partners in a partnership must sign personal guarantee. *If corporation and incorporated under two years, personal guarantee must be signed by a corporate officer.* In consideration of credit granted by GEMCO Medical the undersigned personally guarantees any and all charges and/or money due GEMCO Medical. This sum to include any and all attorney's fees and collection costs. In the event payment is demanded by GEMCO Medical, the undersigned agrees to make payment within 30 days.

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**PRIMARY BANK INFORMATION**

Bank Name \_\_\_\_\_ Checking Account Number \_\_\_\_\_  
Address, City, ST & Zip \_\_\_\_\_  
Primary Bank Contact \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_

**TRADE REFERENCES - Line of Credit Request**

(GEMCO Medical requires a minimum of 3 responding industry trade references to make a credit determination.)

- 1) Name \_\_\_\_\_ Account Number \_\_\_\_\_  
# of Years Associated \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_
  
- 2) Name \_\_\_\_\_ Account Number \_\_\_\_\_  
# of Years Associated \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_
  
- 3) Name \_\_\_\_\_ Account Number \_\_\_\_\_  
# of Years Associated \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_
  
- 4) Name \_\_\_\_\_ Account Number \_\_\_\_\_  
# of Years Associated \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

*Continue...*

**License Agreement**

During the term of this Agreement, Customer will obtain and maintain from the appropriate federal, state, and local agencies, current, valid and unrestricted licenses, permits, and/or certifications that are required to lawfully furnish products purchased from GEMCO Medical.

Customer agrees to provide evidence of licenses, permits, and/or certifications as required for the distribution of prescription legend devices. Please provide the following information or attach copies of the license(s) to this application:

<b>State</b>	<b>Name of Licensing Agency</b>	<b>License/Permit #</b>	<b>Effective from</b>	<b>Effective thru</b>

Customer agrees to immediately notify GEMCO Medical should any restriction, suspension or loss of a reported license, permit and certification, occur.

Customer also agrees to obtain and maintain, current medical prescriptions from the prescribing health care providers before furnishing legend device or prescription-only products purchased from GEMCO Medical. Customer agrees to provide evidence of current medical prescription upon request from GEMCO Medical.

*Continue...*

**ACCOUNT AGREEMENT AND TERMS OF SALE**

The undersigned hereby applies to GEM Edwards (d.b.a. GEMCO Medical) for credit. It is understood and agreed that the undersigned specifically consents to GEMCO Medical investigating the applicant's credit history, which may include the use of "Third Party" Commercial and/or Consumer Credit Reports for the purpose of extending credit.

Prices are subject to change without notice. The most recent price list supersedes previously published price lists. All pricing and/or special considerations are dependent on Customer's account being current within payment terms.

GEMCO Medical's terms are Net 30 days from the invoice date. A finance charge of 2% will be charged monthly on outstanding balances, which are 30 days past the invoice date. Orders will not be shipped on delinquent accounts. GEMCO Medical reserves the right to terminate open account credit at any time. If default of payment occurs, the customer agrees to pay any and all attorney's fees and collections costs, up to and including asset seizure. The validity, effect, interpretation and performance of this agreement will be governed by the laws of the state of Ohio. The Court of Common Pleas in Summit County, Ohio shall have exclusive jurisdiction over any suits, causes of action, or any other legal disputes between the parties, and/or their successors, which may arise under the terms of this Agreement and Guaranty. The undersigned Owner (and Guarantor) hereby expressly consent to said Court's jurisdiction.

Unless specified otherwise, all orders will be shipped by the most cost-effective method available. Shipping charges and a handling fee will be added to your invoice. Shipments outside the continental US will be billed accordingly. Customer is responsible for any additional shipping charges due to Customer supplying an incorrect shipping address.

Notification of shortages and/or damages must be made within 3 business days of receipt. All returns for credit require a Return Merchandise Authorization number (**RMA#**) from the GEMCO Medical Returns Department. This number is valid for 30 days. A copy of the RMA must accompany the return for proper credit to be issued. Shipping charges on all returned goods will be incurred by the customer. All goods will be inspected prior to issuing a credit. Returns on stocked items due to errors in ordering or overstocks, when returned in resalable condition, will receive:

- 1) Full credit for returns within 30 days
- 2) DME products reserve the right to charge 25% for returns at any time

**NO RETURNS ON:**

- **Special Order items**
- **Continuous Glucose Monitor Sensors (CGMS)**
- **Insulin Pumps, Insulin Management Systems, Continuous Glucose Monitor (CGM) Transmitters and Continuous Glucose Monitor (CGM) Receivers that have been opened or are not in resalable condition**

Defective products require a **RMA#** from our Returns Department. A detailed description of the defect must be included with the return. Shipping must be prepaid by the customer, no COD accepted. Replacement/credit of defective product will be made after inspection and agreement by GEMCO Medical and the manufacturer.

Customer shall notify GEMCO Medical in writing within five (5) business days of any prospective or pending change in Customer's ownership interest in the Company, or any change in the relationship of the signatories herein to the Company. If GEMCO is not notified, current owner(s) shall be responsible for all balances due GEMCO. GEMCO reserves the right to require a signed promise to pay agreement by new owner(s).

*I have read, understand and agree to the above License Agreement, and Agreement and Terms of Sale Policy. I understand that the Terms of GEMCO's Sales Policy may change at any time and that I will be advised by mail of any changes.*

*The undersigned has the authority to execute this agreement on behalf of the Company and hereby waives any right to assert lack of authority as a defense to any action by GEMCO against Customer.*

**THIS BOX MUST BE SIGNED TO ESTABLISH AN ACCOUNT**

Signature\*\* \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**\*\* Must be signed by Owner, an Officer if a corporation, a General Partner if a partnership or a Member if an LLC.**