

NEW ACCOUNT SETUP & AGREEMENT

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

Date: _____ Company Legal Name ("Customer"): _____

D.B.A. _____

Is this company incorporated? (Check one) Yes No State: _____ Date Incorporated: _____

Sales Tax Exempt? Yes No Tax-Exempt Number: _____ (Include current completed resale certificate)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Payment Method: Prepay Credit Card CC#: _____ Exp Date: _____ CSV: _____

Invoice \$500 Limit Invoice \$1,000 Limit *Invoice payments can be made via check or ACH.*

ACCOUNT AGREEMENT AND TERMS OF SALE

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.

GEM Edwards Pharmacy 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. GEM Edwards Pharmacy 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-efficient 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 to GEM Edwards Pharmacy Customer Service. Full credit will be issued for prescriptions noted within the time noted above. If Customer is pre-paying, Customer gives GEM Edwards Pharmacy permission to charge the credit card given during the order.

Customer shall notify GEM Edwards Pharmacy 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 signators herein to the Company. If GEM Edwards Pharmacy is not notified, current owner(s) shall be responsible for all balances due GEM Edwards Pharmacy. GEM Edwards Pharmacy reserves the right to require a signed promise to pay agreement by new owner(s).

I have read, understand and agree to the above Agreement and Terms of Sale Policy. I understand that the Terms of GEM Edwards Pharmacy'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 GEM Edwards Pharmacy against Customer.

**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.*