

CREDIT APPLICATION, PAYMENT & GUARANTEE AGREEMENT

To induce Cornell Surgical Co. to sell merchandise or extend credit to Purchaser or accept business checks from Purchaser, Purchaser and Guarantor must complete and sign this Application and Agreement. All sales are C.O.D. until Cornell Surgical Co. agrees to extend credit to Purchaser.

Business / Practice Name: _____
 D/B/A: _____
 Primary Business Contact: _____ Date Established: _____
 Billing Address: _____ Suite: _____
 City: _____ State: _____ Zip: _____
 Email Address for Invoices and Statements: _____
 Telephone Number: _____ Fax Number: _____
 Tax ID No. _____ DEA No. _____
Provide Copy of Tax Exempt form if Applicable Provide Copy of DEA License if Applicable
 Medical License: _____
Copy of Medical License Must be Provided.

BANK REFERENCE

Bank: _____ Branch: _____
 Account No. _____ Branch Telephone: _____
 Contact: _____

OTHER REFERENCES

Company: _____ Phone: _____
 Account: _____ Contact: _____
 Company: _____ Phone: _____
 Account: _____ Contact: _____

BUSINESS HOURS FOR DELIVERIES

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
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Delivery address if different than billing address:

Address: _____ Suite: _____
 City: _____ State: _____ Zip: _____
Please list additional office locations on a separate sheet.

I / WE AFFIRM ALL STATEMENTS MADE ARE TRUE AND ACCURATE TO THE BEST OF OUR KNOWLEDGE. WE AUTHORIZE CORNELL SURGICAL CO., TO MAKE ANY AND ALL INQUIRIES NECESSARY FOR ACTION ON THIS CREDIT APPLICATION. WE HEREBY INDEMNIFY CORNELL SURGICAL CO., AND ITS AGENTS FROM ANY AND ALL LIABILITY RESULTING FROM THEIR CREDIT SURVEY.

Authorized Signature: _____ Date: _____
 Name: _____ Title: _____

THE ABOVE AGREES TO THE SPECIFIED PAYMENT TERMS. ALL ACCOUNTS PAST DUE WILL BE SUBJECT TO 1.5% SERVICE CHARGE PER MONTH (18% ANNUALLY). THE ABOVE ALSO AGREES TO PAY ALL COSTS INCURRED IF COLLECTION PROCEDURINGS ARE NECESSARY.

THIS SECTION FOR CORNELL SURGICAL CO. USE ONLY

Acct. No.: _____ Sales Rep: _____ Approval: _____

PERSONAL GUARANTEE AGREEMENT

The following terms apply to all sales made or credit extended to Purchaser by Cornell Surgical Co. (Cornell) In consideration of any sale made or credit extended, Purchaser and Guarantor(s) agree to all of the terms stated herein. Purchaser agrees to timely pay all invoices and its account. Guarantor(s) personally agree(s) to guarantee to Cornell the payment of Purchaser’s invoices, account and any indebtedness owed by Purchaser to Cornell including, without limitation, any credit extended to Purchaser. The liability of Purchaser and Guarantor(s) to Cornell is joint and several with Purchaser.

Any person signing below agrees that his/her signature is in two capacities: as agent for Purchaser and personally as guarantor, regardless of an agency designation. In consideration of any sale made or credit extended to Purchaser and as a material inducement to Cornell to make any sale or extend any credit to Purchaser, Guarantor(s), jointly, severally and unconditionally, personally guarantee(s) to Cornell the payment, not merely the collection, of Purchaser’s invoices, account and any indebtedness owed by Purchaser to Cornell whether presently existing or incurred hereafter. Purchaser’s “account” or “indebtedness” includes, without limitation, the administrative account fee, interest, attorney’s fees, bank fees for dishonored checks and collection and court expenses as provided below. Purchaser and Guarantor(s) each represent and warrant that the information provided herein is complete and true. Purchaser and Guarantor(s) authorize(s) Cornell and its agents to investigate the creditworthiness, employment, income, banking, trade and credit references of Purchaser and Guarantor(s) and report to proper persons and bureaus Purchaser’s and Guarantor’s performance.

If Purchaser fails to pay his/her/its account or indebtedness when due, Cornell may, at its option, levy a \$500.00 administrative account fee to Purchaser’s account, which fee Purchaser and Guarantor(s) hereby agree to pay on demand, to defray Cornell’s costs to process and collect the account or indebtedness before filing suit. Purchaser and Guarantor(s) agree to pay interest at 18% per annum on any unpaid invoice or other charge from its due date until paid. If Purchaser’s account or indebtedness is referred to an attorney to collect, Purchaser and Guarantor(s) agree to pay attorney’s fees equal to 30% of the principal amount of the account or indebtedness found due and owing either by settlement or a court of competent jurisdiction and all collection and court costs incurred by Cornell to collect the same. Purchaser and Guarantor(s) agree to reimburse Cornell on demand for any bank fee incurred because a check or other form of payment is returned unpaid because of insufficient funds or otherwise. Cornell may apply payments in the following order: (i) administrative account and bank fees; (ii) interest; (iii) attorney’s fees; (iv) collection and court expenses; and (v) principal.

Sales are authorized without a signature on an invoice. Sales conclusively evidence the acceptance by Purchaser and Guarantor(s) of the terms set forth herein without exception. Goods may be sold and credit extended to Purchaser without notice to Guarantor(s) who hereby waive presentment, demand, protest, homestead, default, notice of default and evidence of indebtedness. Guarantor(s) personal guarantee(s) is/are continuing and only may be terminated by written notice delivered by certified mail, return receipt requested, to Cornell’s office. Guarantor(s) are liable for all sales made or credit extended to or debt incurred by Purchaser before such notice is received. Guarantor(s) personal guarantee is not discharged or affected by his/her death or the impairment of any security interest or collateral, and is binding on Guarantor(s) heirs, executors and legal representatives.

Purchaser and Guarantor(s) irrevocably waive any right to trial by jury in any action or proceeding concerning this Agreement, the Guarantee, Purchaser’s account or indebtedness, invoices and the commercial relationship between Cornell and Purchaser and/or Guarantor(s). Purchaser and Guarantor(s) agree to submit to personal jurisdiction and venue in a court of competent jurisdiction in Bergen County, NJ for all disputes or controversies concerning this Agreement, the Guarantee, Purchaser’s account and indebtedness, invoices and the commercial relationship between Cornell and Purchaser and/or Guarantor(s).

Guarantor(s) irrevocably waive(s) and agree(s) to not assert any claim (as defined in 11 U.S.C. §101) that Guarantor(s) may now or hereafter have against Purchaser because of payments or transfers made by Guarantor(s) or payments or transfers for which Guarantor(s) are obligated to make to Cornell hereunder.

SECURITY INTEREST: Purchaser hereby grants a security interest to Cornell in all goods now or hereafter purchased.

Purchaser and Guarantor acknowledge reading this Agreement and Guarantee before signing it.

X

Signature of Purchaser / Guarantor Date Social Security No.

Print Name of Purchaser / Guarantor