

# WEAR EASE WHOLESALE INTERNATIONAL APPLICATION

		Date
Office Use Only	QB	
	SF	
	SL	
	WB/PkSent	

Business Name:		
Street Address:		
City:	State/Providence:	Zip:
Phone:	Fax:	
How did you hear about Wea	ar Ease?	
Billing Contact Person: Phone: Address:	Email:	Fove
City:	State/Providence:	Zip/Postal Code:
Federal ID#:	Resale Certificate#:	DUNS#:
Line of business:	Date business	began:
Corporation	Partnership Proprietorship	LLC
A minimum order of \$200.00	<b>0</b> is required to open an account.	
Expected monthly purchases	s from Wear Ease\$	Yearly Sales Volume:\$
CC# Signature of 0	-     -	Expiration Date CVV# Please Print Name of Cardholder
Is above hilling address the s	PLEASE NOTE - SIGNATURE IS REQUIRED ON APPLICAT  Same as credit card billing address?	Yes No
If different what is CC billing	_	165 1NO
City		Zip
	rms: Credit Card payment will be required	
Indicate your business:	Store Front Hospital Website	Therapist
Storefront Name:	Address:	
City:	State/Providence	ee: Zip:
Phone:	Fax:	
Would you like your store from	ont to be listed in our "Store Locator"?	Yes No
Ordering Contact Person	 1:	Title:
Phone: Address:	Email:	Fax:
City:	State/Providence:	Zip/Postal Code:

# **TERMS AND CONDITIONS**

# The Following Terms And Conditions Are Applicable To All Products Sold by Wear Ease, Inc

- A minimum of \$200.00 is required to open a Wear Ease Account
- Net 30-day terms available upon credit approval
- · Prices subject to change without notice
- All orders will be invoiced at prices in effect at the time of shipping
- Finance charge of 1-½% per month (18% per annum) will be assessed on any unpaid balance over 30 days from date of invoice
- Invoices 45+ days past due will be turned over for collection for the amount due plus late fees and collection costs
- International orders must be prepaid in full prior to shipping
- Wear Ease reserves the right to accept or deny any or all orders and/or accounts at any time
- In consideration of the extension of credit and establishment of a credit account, applicant acknowledges liability for payment of amounts due Wear Ease, Inc. for delivery of products of Wear Ease, Inc. products on credit terms as outlined. All overdue accounts are subject to a late fee of 1.5% per month (18% per annum) from the date due. Past due accounts will be turned over to a collection agency of our choice. In the event that it becomes necessary for Wear Ease, Inc. to bring suit or employ a collection agency applicant agrees to pay all reasonable cost of collection, including reasonable attorney's fees and court costs in addition to amounts due
- If applicant is more than 15 days late in making payment, Wear Ease, Inc., in addition to its other rights and remedies, may suspend deliveries until the account is brought current, together with accrued interest. Applicant will furnish additional credit information to Wear Ease, Inc. on request. Wear Ease, Inc. reserves the right to change credit terms at any time, including by requiring pre-payment, and applicant waives any right under statute permitting any specific or longer period to provide adequate assurance of payment

### **Delivery Claims**

- All claims must be received within 10 days of shipment. All requests for proof of delivery must be received within 10 days of shipment
- All damaged items received upon shipment must be reported within 10 business days

#### Freight

- FOB Idaho within the United States over lines of our selection
- · Wear Ease will choose freight carrier

# **Returned Goods Policy**

Acceptance of returned merchandise is at the discretion of Wear Ease, Inc. Returned merchandise will not be accepted for credit without a return authorization number, which can be obtained from a Customer Service Representative at 866 251.0076. Any request to return merchandise must be made within a *maximum 20-day time limit* from initial receipt of goods. Returns of goods must be received within 30 days from initial receipt. (*No cash refunds will be given in exchange for merchandise returns.*)

## The Following Information Is Required For A Return Authorization:

- 1. Invoice # and or Sales Order #
- 2. Size and style # of the merchandise
- 3. Complete reason for the return
- 4. Return Authorization #
- 5. Complete account information, including address, name of person making the return request and contact information

## The Following Information Applies To Items Returned:

- 1. If goods are received damaged, soiled or not able to be re-sold no refund will be given.
- 2. The following applies to returns of all merchandise that is not defective or a result of a shipping error.
  - There will be no restocking charge If the merchandise is in the original packaging, is undamaged, unused and can go directly back into stock.
  - 15% inspection and restocking charge on all returns if the merchandise has not been used or damaged, but repackaging is necessary.
- 3. Merchandise returned as a result of a shipping error or deemed defective, Wear Ease will replace the goods or credit your account.
- 4. The credit will be applied to your next transaction.

WEAR EASE, INC. MAKES NO OTHER WARRANTY TO APPLICANT WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, AND WIHTOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL WEAR EASE, INC. BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE, AND APPLICANT EXPRESSLY AGREES THAT ITS EXCLUSIVE REMEDIES WILL BE LIMITED TO REFUND OR REPLACEMENT OF DEFECTIVE OR NONCONFORMING GOODS. ANY ACTION FOR ANT ALLEGED BREACH OF ANY CONTRACT OF SALE OR OF THE ABOVE REFERENCED WARRANTY IN RESPECT OF THE PRODUCTS MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DELIVERY OF GOODS.

Resale of product units must be made in original packaging together with original product directions and instructional materials. Wear Ease, Inc. is not responsible for product claims made by Applicant or damage or injury resulting from changes to packaging or claims and Applicant will indemnify Wear Ease Inc., against any liability or cost (including reasonable attorney's fees) sustained as a result of changes to packing or claims.

Terms and Conditions will be constructed and enforced in accordance with the laws of the State of Idaho. All claims that cannot be resolved by the parties amicably will be adjudicated exclusively by the appropriate Idaho State or Federal Court. By submission of a Credit Agreement or Purchase Order, you submit to the personal jurisdiction of such courts for resolution of any claim, and agree not to contest venue as appropriate in Boise, Idaho. The parties waive the right to a trial by jury.

By submission of a Credit Application or Purchase Order, you agree to the Terms & Conditions. Wear Ease, Inc. accepts orders only pursuant to the Wear Ease Inc. Purchase Oder Form, and all conflicting Applicant terms are rejected.

Prices, discounts and terms may change without prior notice, all prices quoted and payments to be made in US dollars.

You agree to notify Wear Ease, Inc. immediately with any changes to information provided in this Agreement.

You represent that all information provided is correct.

Your signature below authorizes the release of credit information concerning the Applicant.

Signature Title Date Please Print Name

PLEASE NOTE - SIGNATURE IS REQUIRED ON APPLICATION TO BE VALID

Complete form and return to: Wear Ease, Inc., 5491 Kendall St. Boise, ID 83706
Phone Toll Free: 866 251-0076 Fax: 208 445-0957 Email: info@wearease.com