

# CUSTOMER APPLICATION

## SHIPPING INFORMATION

Name \_\_\_\_\_

Shipping Address \_\_\_\_\_

City, State, County, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Contact Name \_\_\_\_\_

Health Industry Number (HIN#) \_\_\_\_\_

The Alliance Pharmacy sends important product announcements, industry updates, recall notices, promotions, price changes, and other pertinent product and/or industry related news by FAX. By checking the box at the left, Customer hereby gives permission to TAP and its affiliates to send these documents, and order and shipment details, advertising and promotional material and other product and sales information, to the fax number(s) provided above. Customer may opt-out of receiving fax communications at any given time by contacting TAP at 866-767-4883 or faxing 888-747-9329.

> Please initial here to acknowledge any changes made to this page \_\_\_\_\_

### Describe your SHIPPING Business Type

<input type="checkbox"/> Dialysis/Nephrology	<input type="checkbox"/> Radiology
<input type="checkbox"/> Home Health Care	<input type="checkbox"/> Oncology/Hematology
<input type="checkbox"/> Hospital	<input type="checkbox"/> Public Health Facility
<input type="checkbox"/> Hospital Outpatient Clinic	<input type="checkbox"/> Surgery Center
	<input type="checkbox"/> Wholesaler/Distributor
<input type="checkbox"/> Clinic (Please provide specialty) _____	
<input type="checkbox"/> Pharmacy (Please provide type) _____	
<input type="checkbox"/> Physician (Please provide specialty) _____	
<input type="checkbox"/> Other (Please specify) _____	

### Ship to TAXABLE STATUS: (Please check most applicable.)

Taxable:  Yes  No - Attach Tax Exempt/Resale Certificate

<input type="checkbox"/> Federal Government owned	<input type="checkbox"/> State/Local Government owned
<input type="checkbox"/> Not for Profit	<input type="checkbox"/> Retailer
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Physician
<input type="checkbox"/> Clinic	<input type="checkbox"/> Other For Profit Healthcare-Nontaxable
<input type="checkbox"/> All Others-Taxable	<input type="checkbox"/> Other For Profit Healthcare-Taxable

## FINANCIAL INFORMATION

Legal Entity Responsible for Payment \_\_\_\_\_

Legal Entity Federal Tax ID \_\_\_\_\_ Dun & Bradstreet # \_\_\_\_\_

State of Incorporation or Registration \_\_\_\_\_ Organization ID # Issued by State \_\_\_\_\_

State of Chief Executive Office \_\_\_\_\_ Years in Business \_\_\_\_\_

Corporation  Partnership\*  Proprietorship\*

### \*Officer information required for Partnership or Sole Proprietorship account:

Name _____	Name _____
Title _____	Title _____
Home Address _____	Home Address _____
SS# or Federal Tax ID# _____	SS# or Federal Tax ID# _____

## BILL TO ADDRESS

Name _____	Phone _____	Fax _____
Billing Address _____	Email _____	
City, State, County, Zip _____	Acct. Payable Contact Name _____	Check Run Date _____

## CREDIT AND REFERENCE INFORMATION

To establish your desired credit limit, please attach 3 months of statements for each trade reference.

The Alliance Pharmacy Account # (if applicable) _____	Division # _____
Other Wholesaler/Distributor/Manufacturer _____	Account # _____
Contact _____	Phone _____
Trade Reference _____	Account # _____
Contact _____	Phone _____
Trade Reference _____	Account # _____
Contact _____	Phone _____

### THE ALLIANCE PHARMACY REQUIRES A \$200 MINIMUM PURCHASE ON EACH ORDER.

Please indicate the types of products you expect to purchase:

<input type="checkbox"/> Antithrombolytics	<input type="checkbox"/> Plasma Derivative
<input type="checkbox"/> Vaccines	<input type="checkbox"/> Specialty Rx
<input type="checkbox"/> Factor Products	<input type="checkbox"/> Other (Please list) _____

### Please estimate the anticipated amount of your monthly purchase from The Alliance Pharmacy: (Please check most applicable.)

<input type="checkbox"/> \$0 - \$5,000	<input type="checkbox"/> \$25,001 - \$50,000
<input type="checkbox"/> \$5,001 - \$10,000	<input type="checkbox"/> \$50,001 - \$100,000
<input type="checkbox"/> \$10,001 - \$25,000	<input type="checkbox"/> \$100,000 +

### Is your business part of a GPO (Group Purchasing Organization)?

Yes  No

If Yes, please list: \_\_\_\_\_

# Please read all information carefully.

## Fax completed form to: 888-747-9329

- **As required by state and federal law, please provide copies of (i) a valid DEA registration and (ii) a valid physician or pharmacy license and/or permit. In addition:**
- If you are a legal entity and provide a physician license, we require a letter of affiliation certifying that the physician is affiliated with the entity.
  - If you provide a physician license and the address on the license does not match the above shipping address, we require a letter of affiliation certifying that the physician is affiliated with the shipping address.

### TERMS & CONDITIONS

**TERMS:** This business application (Application) is submitted to The Alliance Pharmacy (TAP) for the purpose of obtaining credit. Customer represents and warrants that all information contained herein is current, correct, and complete and that TAP may rely on such information in deciding to extend or discontinue credit. Customer agrees to notify TAP immediately, in writing, of any change in the foregoing information including, without limitation, any change in the nature of the business, ownership, licensure, registration name, location of the business, or financial condition. Customer authorizes TAP to obtain written and oral credit reports from any credit reporting agency. Customer further authorizes any bank or commercial business with whom Customer is doing or has done any business with to give any and all necessary information to TAP that will assist TAP in the credit investigation. Customer further authorizes TAP to reinvestigate Customer's credit status from time to time as TAP deems necessary and should TAP upon such reinvestigation deem it necessary to limit or terminate the credit arrangement with Customer.

**PAYMENT:** Except as provided in writing by TAP, terms of payment for all orders are: Net - 30 days from date of invoice. Prices billed are the prices in effect at the time Customer is invoiced by TAP. Prices are subject to change without notice. Prices on invoices reflect a discount for payment by cash, check, EFT or similar means other than the use of a credit card, unless otherwise noted. Customer agrees to pay all debts, accounts, and invoices owing to TAP in full in accordance with the terms of the sale as set forth on the invoice. In the event such debts, accounts, or invoices owing are not paid when due, TAP may, in addition to TAP's right to exercise other remedies, withhold any credits or payments to Customer and assess a per-day late payment fee at a rate equal to the lower of eighteen percent (18%) per annum or the maximum rate allowed by law on the amount due until paid in full, beginning on the first business day after such due date. TAP may charge a processing fee of \$50 for any dishonored payment. Customer hereby agrees to pay all fees and collection costs including attorneys' fees and expenses, in the event TAP pursues a legal or collection action.

**SECURITY INTEREST:** To secure all of Customer's existing and future liabilities to TAP, including the repayment of any amount that TAP may advance or spend for the maintenance or preservation of the Collateral (as defined below) or otherwise (collectively, the "Obligations"), Customer grants to TAP a purchase money security interest in Inventory and a lien upon and security interest in all its personal property and any and all additions, substitutions, Accessions and Proceeds thereto or thereof, wherever located, and now owned or hereafter acquired or arising, including the following (collectively, the "Collateral"): All of Customer's (a) Accounts; (b) Inventory; (c) Chattel Paper; (d) Commercial Tort Claims as disclosed on Customer's Financial Statements; (e) Deposit Accounts; (f) Documents; (g) Equipment; (h) General Intangibles; (i) Goods; (j) Instruments; (k) Investment Property; (l) Letter of Credit Rights; (m) Insurance on all of the foregoing and the proceeds of that insurance; (n) Customer's money and other property of every kind and nature now or at any time or times hereafter in the possession of or under the control of TAP; and (o) the Cash proceeds, Noncash proceeds and products of all of the foregoing and the Proceeds of other Proceeds. All capitalized terms used but not defined herein have the meanings given to them in the Uniform Commercial Code as in effect in any jurisdiction in which any of the Collateral may at the time be located (the "UCC"). Customer authorizes TAP to file a UCC financing statement describing the Collateral as "all assets." Customer will cooperate with TAP or any successor secured party in obtaining control with respect to the Collateral, including Deposit Accounts, Investment Property, Letter-of-Credit rights, electronic chattel paper and the like. Customer hereby grants to TAP an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to TAP pursuant to this Application and applicable law, including enforcing Customer's rights against account debtors and obligors. Customer has the risk of loss of the Collateral. Customer will not make any sales, leases or other disposition of any of the Collateral except in the ordinary course of business. Customer will not grant any other security interest in any of the Collateral. Customer represents and warrants to TAP that, as of the date hereof, this Application accurately sets forth (i) the state in which Customer's chief executive office is located, (ii) the state in which Customer's registration or certification documents are filed, and (iii) the organization ID or file number issued by such state. Customer will not change the state of its certification or registration, or change its name, without first providing TAP with thirty (30) days' prior written notice to give TAP the opportunity to file whatever financing statements or other documents may be necessary or advisable to maintain the perfection and priority of its security interests in the Collateral.

**CREDITS AND RETURNS:** Credit for returned merchandise will be assessed upon receipt of the merchandise and only for items that are authorized for return by TAP. Issuance of a return authorization does not guarantee credit will be issued. All credits will be reflected in Customer's account to apply toward future purchases. Customer must report any errors and/or discrepancies in order within 48 hours of receipt for non-refrigerated items, and same day as receipt for refrigerated items. TAP is not obligated to issue credit for errors on discrepancies not reported within such time period. Credits will be issued at the original purchase price shown on the invoice, less the amount of off-invoice allowances or adjustments, if any. Items returned due to Customer error or overstocking are subject to a handling charge. All returns must comply with these terms and conditions and all applicable laws, rules and regulations.

**ORDERS AND SHIPPING:** Customer shall pay an additional shipping charge applicable to orders requesting emergency and/or same day delivery of Product. TAP will ship orders only to addresses reflected on a license that is current and valid under applicable law, or as otherwise permitted under applicable law.

**OWN USE:** Customer shall pay an additional shipping charge applicable to orders requesting emergency and/or same day delivery of Product. TAP will ship orders only to addresses reflected on a license that is current and valid under applicable law, or as otherwise permitted under applicable law.

**GOVERNING LAW:** This Application shall be construed and enforced in accordance with the laws of the State of New York, without reference to its principles of conflict of laws. Customer agrees that TAP may bring any legal or equitable action against Customer, and that Customer shall bring any legal or equitable action against TAP, in any court of general jurisdiction in Nassau County, New York. Customer irrevocably consents to personal jurisdiction, and waives any objection it may have to the laying of venue of any such action, in such court. Customer irrevocably agrees to service of process by certified mail, return receipt requested, to the address of Customer set forth on the attached business application or any related agreement.

**WAIVER OF JURY TRIAL: EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A JURY TRIAL IN CONNECTION WITH LITIGATION COMMENCED BY OR AGAINST TAP WITH RESPECT TO THEIR RIGHTS AND OBLIGATIONS (1) UNDER THIS APPLICATION OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND (2) IN ANY MANNER CONNECTED WITH, RELATED TO OR INCIDENTAL TO TRANSACTIONS BETWEEN THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.**

**PRESCRIPTION DRUG MARKETING ACT OF 1987:** In accordance with the requirements of the Prescription Drug Marketing Act of 1987, as amended, Customer does hereby, and will, so long as it purchases products from TAP, continue to certify, represent, warrant, agree and covenant to TAP, with respect to all products to be returned to TAP for credit on and after the date of this Application, that (1) all such products were purchased by Customer from TAP; (2) the credit amount claimed by Customer and indicated on the credit memorandum and/or transmitted electronically to TAP is no greater than the actual net acquisition price invoiced to or paid by Customer by TAP for each product; (3) Customer shall provide any and all data and information, written or otherwise, requested by TAP, including information requested by the product manufacturer; (4) until products are received by TAP, such products have been properly stored, handled and shipped in accordance with all applicable laws, rules, regulations and standards; (5) Customer shall maintain documents that evidence each return of product to TAP and the source from which the product was originally purchased for a period of three (3) years from the date such documents are created; and (6) Customer has established and will maintain sufficient and appropriate business policies and processes, including periodic audits and reviews, to ensure Customer's compliance with the foregoing certifications with respect to each product returned by Customer to TAP.

No modification or termination of this Application, or any part hereof shall be valid or effective unless agreed to and accepted in writing and signed by an authorized officer of TAP.

### ► AUTHORIZED SIGNATURE REQUIRED

I hereby warrant and represent that (i) the foregoing information is true and correct, (ii) I have the authority to bind Customer to the terms and conditions stated above, and (iii) Customer is liable for and will pay all invoice amounts, regardless of whether Customer is reimbursed by any insurer or other third party for the invoice(s) amount. Customer authorizes the release of credit information to The Alliance Pharmacy.

\_\_\_\_\_  
Signature Authorized Agent/Officer for Legal Entity Responsible for Payment

\_\_\_\_\_  
Print Authorized Agent/Officer Name

\_\_\_\_\_  
Title of Authorized Agent/Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Entity Responsible for Payment (must match "Legal Entity for Payment" listed on Page 1 under Financial Information).