

ICM DISTRIBUTING COMPANY

11012 Aurora Hudson Road, Streetsboro, Ohio 44241-1629

Phone (800) 848-9692

FAX (800) 958-3294

CREDIT APPLICATION

Rep Name _____

Date _____

Legal Business Name: _____

dba / Trade Name _____

P.O. Box _____ Street Address _____

City/State/Zip _____ E-Mail Address _____

Ship to Address _____ City/State/Zip _____

County _____ Contact _____

Phone () _____ FAX # () _____

The Owners, Partners or Officers are:

_____	() _____	_____	_____	_____	_____
Name	Title	Home Address	Home Telephone #	S.S.#	Employed by

_____	() _____	_____	_____	_____	_____
Name	Title	Home Address	Home Telephone #	S.S.#	Employed by

Type of Business _____ Number of Locations _____

() Corporation () Partnership () Limited Partnership () Sole Proprietorship

Year Business Started _____ Under present ownership since _____ State Incorporated _____

() Own () Rent () Lease Federal ID # _____

Payment Terms Requested: Net _____ Days, Credit Limit Requested \$ _____ OR _____ Credit Card

COD Terms Requested: COD Company Check _____ or COD Money Order _____ (check one)

Landlord _____ Phone () _____

Street Address _____ City/State/Zip _____

Sales Tax Rate _____ % or complete attached Blanket Certificate of Exemption Form

Trade References: Please provide non-drug wholesaler references

_____	() _____	_____	_____
Name & Acct #	City, State	Telephone #	Fax #

_____	() _____	_____	_____
Name & Acct #	City, State	Telephone #	Fax #

Bank Information:

Bank Name _____ Phone () _____

Street Address _____ FAX () _____

City/State/Zip _____ Business Account # _____

Contact _____ Checking () Savings () Loan ()

See Standard Terms and Conditions Attached

ICM DISTRIBUTING COMPANY
Credit Application & Standard Terms and Conditions

For value received, receipt of which is hereby acknowledged, the undersigned Customer agrees to the following terms and conditions:

1. ALL SALES BY ICM DISTRIBUTING COMPANY ("ICM"), ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF SALE. THESE TERMS AND CONDITIONS OF SALE ARE INCORPORATED BY REFERENCE INTO EACH AND EVERY SHIPMENT, INVOICE AND RELATED DOCUMENT OF ATM. ANY CONTRADICTIONARY TERMS IN ANY DOCUMENT SENT BY A CUSTOMER ARE DEEMED TO BE OBJECTED TO AND ARE OF NO EFFECT.
2. Payment of the purchase price for goods and/or services acquired from ICM shall be made pursuant to the terms set forth herein, and pursuant to any exhibits attached hereto and made a part hereof. The undersigned hereby agrees to pay all charges, accounts or monies according to the payment terms established herein. The entire outstanding balance due to ICM on all invoices shall become due in full immediately upon default in the payment of any invoice. Default is defined as (i) failure to pay when due pursuant to the terms hereof, or (ii) a failure to comply with any other of the Standard Terms and Conditions.
3. All Sales made by ICM to Customer are subject to these Standard Terms and Conditions of sale of ICM and any other written agreement between ICM and Customer. Customer agrees and acknowledges that, prior to entitlement to purchase goods from ICM, Customer must execute and acknowledge ICM's Credit Application & Standard Terms and Conditions.
4. Customer agrees to pay, without notice of default, a late payment fee in the amount of 2% per month, or the highest rate permitted by law, whichever is less, on any amounts due and owing until paid.
5. Customer agrees to pay all costs of collection incurred by ICM, including but not limited to reasonable attorneys' fees and expenses, should a default in payment or any other obligation of Customer occur.
6. This Application and all transactions between the Customer and ICM shall be governed by and interpreted in accordance with the laws and decisions of State of Ohio. Customer agrees to the jurisdiction of the State of Ohio for the bringing of any action and the resolution of any dispute. Customer agrees not to contest same.
7. Customer agrees to pay a \$25.00 service charge for each insufficient funds or returned check to ATM, regardless of reason.
8. **Title:** F.O.B. ICM Distributing Company, Streetsboro, Ohio. Title and risk of loss of goods shipped shift to Customer upon delivery by ICM to the carrier.
9. **Minimum Order:** Minimum order is \$100.00.
10. **Tax ID:** ICM sells wholesale only. ICM requires a valid vendor's license number and a tax exempt form for its files.

ICM DISTRIBUTING COMPANY
Credit Application & Standard Terms and Conditions

11. **Remedies:** Upon nonpayment of any amount due to ICM, ICM may, at Customer's expense, repossess any goods sold to Customer for which Customer has not paid. Customer agrees to allow ICM or its representative access to the goods for repossession by ICM. Credit for repossessed goods will be at the lowest sales price for such goods less any costs or expenses of ICM.

12. Attached hereto and made a part hereof are the following Exhibits:
 - a. Exhibit A – Blanket Certificate of Exemption
 - b. Exhibit B – Guaranty of Payment
 - c. Exhibit C – Payment Terms, Credit Limit and Freight Terms (To come upon review of Credit Application.

I (we) understand that the information furnished to ICM on this Application is for the purposes of obtaining credit privileges from ICM. I (we) further authorize any person having information as to our firm (myself, ourselves) to release financial information and credit reports to ICM.

I am (we are) authorized in my (our) capacity, to bind my (our) firm for any and all credit privileges that you advance to us, as well as agree to these Standard Terms and Conditions. It is further understood and agreed that all accounts or monies due to ICM shall be due and payable in accordance with these Standard Terms and Conditions and at the office address so noted herein as well as on invoices and other documents evidencing my (our) firm's obligations to ICM, all of which are incorporated herein by this reference.

Legal Name of Firm _____ (“Customer”)

Trade Name: _____

Signature: _____

Print/Type Name: _____

Title: _____

Date: _____

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Customer Name _____ Customer # _____

Address: _____

City _____ State _____ Zip Code _____

A. If your business is exempt from paying state, county, or city sales taxes, please complete this section:

BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby claims exemption to purchases of tangible personal property from: **ICM DISTRIBUTING COMPANY** on and after (date) _____ and certifies that this claim is based upon the purchaser's proposed use of the items purchased, the activity of the purchaser, and both, as shown hereon:

For resale in the form in which the same is, or is to be, received.

This certificate shall continue in force until revoked and shall be considered a part of each order given to the above named vendor unless the order specifies otherwise.

Phone # _____

Purchaser's Activity _____

Signature _____ Title _____ Date _____

Vendor's License # _____

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GUARANTY OF PAYMENT

For valuable consideration, each of the undersigned, jointly and severally, hereby unconditionally guarantees the payment when due of each and every indebtedness or liability, whether now existing or hereafter arising, of _____ (Legal Business Name), dba _____ (Trade Name), a _____ (state where qualified to do business) _____ (type of business – corporation/partnership/limited liability company/etc.) (“Customer”) to ICM Distributing Company, (“ICM”). Each of the undersigned hereby waives notice of the acceptance of this Guaranty and of any and all obligations or liabilities incurred by the Customer and further waives presentment, notice, protest, demand or action or delinquency in respect of any such obligation or liability (including any obligation of ICM to sue or otherwise enforce payment by the Customer). Each of the undersigned agrees that this Guaranty shall be valid and shall not be affected by any waiver by ICM of any default, any increase in the indebtedness, extension of payment terms by ICM, renewals, failure on ICM's part to exercise any remedies it may have against any collateral or the release of any collateral. Each of the undersigned waives any claims against the Customer for contribution or subrogation.

AGREED TO BY:

_____ (an individual)

Print name: _____

Date: _____

_____ (an individual)

Print name: _____

Date: _____