



Reason for Request: (Please Indicate Amount)

____ Line of Credit Requested \$ _____

____ Credit Line Increase \$ _____

Credit Application

6333 Hudson Crossing Parkway, Hudson, OH 44236 Call Us Toll-Free 1.888.450.1040 or Fax 330.963.4753

Company Information: (*Required Fields)

*Company Name: _____

*Date: _____

*Legal Business Name: _____

*State of Incorporation: _____

*Business Address: _____

*City: _____ State: _____ ZIP: _____

Phone: _____

*Fax: _____

Web Address: _____

DUNS #: _____

Tax-Exempt Number: _____

Federal Tax I.D. Number: _____

Date Present Business Began: _____

Years at This Address: _____

Owner's Name: _____

Social Security #: _____

Owner's Address: _____

City: _____ State: _____ ZIP: _____

Billing Information:

Email Address: _____

Billing Address: _____ City: _____ State: _____ ZIP: _____

Billing Contact: _____ Title: _____

Phone: _____ Fax: _____

Bank Reference:

In lieu of completing the bank reference section, you may provide a separate reference sheet along with your Credit Application. If you choose not to provide this information, the credit decision will be based on only the available information.

Bank Name: _____

Bank Contact: _____

Bank Address: _____

City: _____ State: _____ ZIP: _____

Account Number: _____

Phone: _____ Fax: _____

Trade References:

In lieu of completing the trade reference section, you may provide a separate reference sheet along with your Credit Application. If you choose not to provide this information, the credit decision will be based on only the available information.

Name: _____ Fax: _____ Acct # _____

Contact Name: _____

Address: _____ City: _____ State: _____

Name: _____ Fax: _____ Acct # _____

Contact Name: _____

Address: _____ City: _____ State: _____

Name: _____ Fax: _____ Acct # _____

Contact Name: _____

Address: _____ City: _____ State: _____

The information on the front of this form is submitted for the purpose of obtaining credit and is believed to be true, complete and correct. I authorize investigation and verification of the references listed on the previous page to determine eligibility for an account with your company. In addition, I authorize the release of credit information from all credit reporting agencies that you contact. Signature acknowledges and accepts the Terms and Conditions of Sales of Products by MeyerSPA to Customers outlined below.

Applicant: _____ Date: _____

Signed By: _____ Type or Print Name: _____

(Duly Authorized Representative)

Personal Guarantee (If you do not wish to sign the Personal Guarantee, please leave blank)

The undersigned, in consideration of MeyerSPA's agreement to sell its products to Applicant, personally guarantees the full and prompt performance and compliance by Applicant of all terms and conditions of this Credit Agreement and all terms and conditions of sale set forth in MeyerSPA catalog and website, and further personally guarantees the full payment of all outstanding indebtedness of the Applicant to MeyerSPA, upon request by MeyerSPA.

Signature: _____ Type or Print Name: _____ Date: _____

Terms and Conditions of Sales of Products by MeyerSPA™ to Customers

- For Customers with anticipated annual purchase volume of less than [\$10,000] from MeyerSPA, payment is due at the time of shipment of order by Visa, MasterCard, Discover or American Express. For Customers with anticipated annual purchase volume of greater than [\$10,000], upon MeyerSPA's receipt of a signed Credit Application, Applicant may be granted open account terms at MeyerSPA's sole discretion. If "Customer" is granted open account terms by MeyerSPA, payment is due in full 30 days from date of invoice by electronic funds transfer or check. If open account terms are not granted by MeyerSPA, payment is due at time of shipment by Visa, MasterCard, Discover or American Express. For purposes of the terms and conditions, a "Customer" shall mean any person who purchases products from MeyerSPA, the Applicant, the Personal Guarantor, and any other person that Applicant notifies MeyerSPA may purchase products from MeyerSPA that will be paid for by the Applicant.
- Payment under open account terms is required within 30 days from date of invoice. Interest may accrue on all unpaid invoices at the rate of 18% per annum, compounded monthly, beginning on the 30th day after the date of such invoice.
- All prices are exclusive of taxes and governmental charges on the sale and use of the products. Unless exempt, Customer will be invoiced for all such taxes and charges. In order to be exempt from tax, Customer must provide proof of exemption at time of order.
- MeyerSPA, in its discretion, may hold shipments and refuse to accept orders if Customer is in arrears on payment or if amount ordered is in excess of approved credit limit. Waiver of this provision or any other term or condition by MeyerSPA for a specific order or default shall not apply to any future order or default.
- Customers requesting or maintaining a credit limit in excess of \$50,000 shall furnish audited financial statements to MeyerSPA within 120 days after the end of each fiscal year.
- If Customer disputes any MeyerSPA invoice, it must notify MeyerSPA's accounts receivable department in writing within thirty days of the date of the disputed invoice, or forever waive Customer's rights to raise the dispute. Any shipping discrepancy must be reported within three days of receipt.
- MeyerSPA will exchange or reimburse the cost of product (freight not included) for any item returned within 30 days. There will be an applied restocking fee of 15% after 30 days and 25% after 60 days. No returns will be accepted after 90 days. Exceptions to this return policy include custom-ordered items (for which no returns are accepted). All returns must be unopened, not expired and in salable condition. All returns must be prearranged with MeyerSPA's customer service department.
- Any dispute that arises between Customer and MeyerSPA concerning these terms and conditions or any other aspect of their relationship shall be interpreted and construed in accordance with the laws of the State of Ohio without regard to conflict of laws provisions applying the laws of other jurisdictions. In addition, both Customer and MeyerSPA hereby irrevocably consent to the exercise of personal jurisdiction by the U.S. District Court for the Northern District of Ohio, the Common Pleas Court of Summit County, Ohio or the Municipal Court of Stow, Ohio, and agree that any lawsuit arising from or any matter connected to any dispute between the parties or the interpretation or enforcement of these terms and conditions shall only be prosecuted in one of those Courts. Attorneys' fees and costs incurred by MeyerSPA in connection with any legal action or proceeding with respect to the collection of any invoices which are in arrears shall be the responsibility of Customer.
- Customer will be charged \$20.00 by MeyerSPA for any check of Customer that is returned because of insufficient funds in Customer's account.
- MeyerSPA reserves the right to withdraw credit terms granted to Customer or to change the credit terms and credit limits at any time at its discretion.
- WARRANTY: MEYERSPA PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON THE PRODUCTS IT SELLS TO CUSTOMER, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. MEYERSPA WILL, HOWEVER, PASS ALONG TO THE CUSTOMER ANY MANUFACTURERS' WARRANTIES APPLICABLE TO PRODUCTS NOT MANUFACTURED BY MEYERSPA.
- LIMITATION OF REMEDIES: Customer's sole remedy, and MeyerSPA's sole liability for non-conforming goods rejected as provided herein, shall be limited to replacement of the products or, at MeyerSPA's option, refunding the portion of the price of such non-conforming products paid to MeyerSPA. In no event shall MeyerSPA's liability for claim, loss, costs of damages relating to any products shipped, stored, sold or delivered hereunder, exceed the purchase price therefore, nor shall MeyerSPA be liable for any loss, charge or damages resulting from its inability to procure any products ordered by MeyerSPA or for delays or failure to deliver products hereunder. IN NO EVENT SHALL MEYERSPA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, NOTWITHSTANDING ANY PROVISION OF A SUPPLEMENT OR OTHER DOCUMENTS, WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHER FORM OF ACTION, EVEN IF MEYERSPA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- All orders for purchases of products shall be subject to acceptance by MeyerSPA. The terms and conditions stated herein shall apply to all product purchases and no terms or conditions additional to or different from those stated herein, oral or written, purporting to modify these Terms and Conditions of Sale, whether contained in Customer's purchase order or elsewhere, shall be binding on MeyerSPA unless made in writing and accepted in writing by MeyerSPA.
- MeyerSPA does not guarantee the accuracy of the HCPCS codes and is not responsible for claims or liabilities that may result from the use of this information. It is Customer's responsibility to consult HCPCS coding guidelines to ensure the correct codes are submitted.