

# Account Application

Send to: Joerns Healthcare, LLC 2430 Whitehall Park Dr Suite 100, Charlotte, NC 28273 (Fax) 715-341-3602 (Phone) 800-826-0270

## BACKGROUND OF BUSINESS (ATTACH SEPARATE SCHEDULES IF NEEDED)

LEGAL NAME OF BUSINESS					ANNUAL SALES	
TRADE NAME(S) OR DBA(S)					REQUESTED CREDIT LINE	
RESPONSIBLE PARTY	(Complete if financially responsible party is not the company name in "legal name of business" field above)				PHONE NUMBER	
CORPORATE ADDRESS *Physical corporate address	STREET	CITY	STATE	ZIP	PHONE NUMBER	
BILL TO NAME					PHONE NUMBER	
BILLING ADDRESS *Mailing Address	STREET	CITY	STATE	ZIP	FAX NUMBER	
SHIPPING ADDRESS *Attach list if multiple ship-to locations	STREET	CITY	STATE	ZIP	PHONE NUMBER	
MANAGING COMPANY (if applicable)					PHONE NUMBER	
PREFERRED INVOICE DELIVERY METHOD: DSSI (Must provide chain affiliation):		Email:		Fax:		Mail:
FEDERAL TAX ID#	MONTH/YEAR BUSINESS STARTED	STATE LEGALLY ORGANIZED	COUNTY LOCATED	HAVE YOU EVER FILED BANKRUPTCY? YES NO If Yes, Date _____		
LEGAL FORM:	Corporation	LLC	General Partnership	Sole Proprietorship	Other (please specify)	
LINE(S) OF BUSINESS:	Acute	Post Acute	Gov't	Hospice	DME/Distributor	HomeCare
					LTACH	Other (please specify)
TYPE OF BUSINESS *Check all that apply:	Rental	Capital Sales	I	CAPITAL PURCHASE ORDER REQUIRED? Yes No		RENTAL PURCHASE ORDER REQUIRED? Yes No
Number of Beds _____	Medicaid	Medicare	Private	Gov't	VA	
National Provider Identifier (NPI/Provider Number)	BUYING GROUP? YES NO		GPO/INSURANCE? YES NO			
	BUYING GROUP NAME:		GPO/INSURANCE NAME:			

## APPLICANT'S OFFICERS, OWNER(S), PARTNERS

FULL NAME	HOME ADDRESS	% OWNERSHIP
PARENT COMPANY	PARENT COMPANY ADDRESS	D&B NUMBER

## CONTACTS

DEPT	FIRST & LAST NAME	E-MAIL ADDRESS	PHONE (ext #)	FAX
ACCOUNTS PAYABLE				
PURCHASING				
PRICING				
ADMINISTRATOR				
NURSING				
MAINTENANCE				

PLEASE TYPE OR PRINT LEGIBLY. ATTACH SEPARATE SCHEDULES FOR ANY SECTION WITH INSUFFICIENT SPACE

## TRADE AND BANK REFERENCES

SUPPLIER NAME-Includes suppliers in medical field	ACCOUNT NUMBER	TELEPHONE	FAX	HIGH CREDIT
BANK NAME/BRANCH	TELEPHONE	BANK OFFICER	ACCOUNT NUMBER	

By submitting this application, you grant consent to and authorize Joerns Healthcare, LLC and its agents, successors and assigns ("Creditor") to obtain commercial and consumer credit reports and make other credit inquiries that it determines necessary, and you represent that each individual listed on this Application as an officer, owner, partner, guarantor, principal or obligor likewise has authorized Creditor to obtain consumer credit reports and make other credit inquiries that it deems necessary on them. You warrant the information on or relating to this Application is true and complete, and you will notify Creditor of any material change therein. You authorize Creditor and any credit bureau or investigative agency to investigate the references, statements and other data on or accompanying this Application; you authorize anybody contacted to release credit and financial information requested as part of said investigation.

Applicant hereby authorizes each of Joerns or other financial service company whom Joerns asks to consider providing financing to applicant pursuant to this credit application, and their respective funders and assignees (collectively, the "potential financing sources") to contact any or all of the above references, and to obtain and use any public or private information available to make a valid credit appraisal of application. Applicant expressly authorizes Joerns to disclose to potential financing sources, for the purpose of enabling such potential financing sources to consider the extension of credit to applicant only, this completed credit application, applicant's financial statements, and any other financial statements, and other financials or business information provided by applicant to Joerns. EQUAL CREDIT OPPORTUNITY ACT. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact our Customer Service Representative, 800-532-7392, within 60 days from the date you are notified of our decision.

We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050. By signing the credit application, Customer is agreeing to Joerns' standard terms and conditions, which can be requested by customer at anytime.

SIGNATURE \_\_\_\_\_ Title \_\_\_\_\_  
 PRINT NAME \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT FORM**

### INTERNAL USE ONLY:

Credit Limit: \_\_\_\_\_ Terms: \_\_\_\_\_ Date: \_\_\_\_\_ Credit Specialist: \_\_\_\_\_

**Joerns Healthcare Standard Terms and Conditions**

- 1. Effective Date of Terms and Conditions; Modification.** These Joerns Healthcare Terms and Conditions (these "Joerns Terms and Conditions") are effective for all purchase and/or rental orders placed by you or your affiliates ("Customer") with Joerns Healthcare, LLC, a Delaware limited liability company or any of its affiliates ("Joerns") (each a "Party" and collectively the "Parties") on or after [Effective Date] (the "Effective Date"). The Joerns Terms and Conditions, the Purchase Terms (as defined below), and the Rental Terms (as defined below) are collectively referred to herein as these "Terms". On and after the Effective Date, these Terms will supersede all prior terms and conditions regarding the purchase and/or rental of Joerns products (the "Products"). Joerns reserves the right to modify these Terms from time to time upon written notification to Customer by U.S. Mail, electronic mail or by posting any changes on the Joerns website (www.joerns.com). Any modification of these Terms shall be effective for all purchase and/or rental orders placed by Customer with Joerns on or after the effective date set forth therein. Customer shall be deemed to have accepted these Terms and any revised Terms upon the earlier to occur of (i) Customer signing or otherwise authenticating these Terms, or (ii) Customer placing a purchase and/or rental order with Joerns after the Effective Date. Joerns' consent to engage in the activity contemplated by these Terms is expressly conditioned on Customer's unaltered acceptance of these Terms. Any terms proposed in an invoice that add to, vary from, or conflict with these Terms are hereby rejected and shall not apply. These Terms contain the entire understanding between the Parties related to the transactions contemplated hereby; provided, however, in the event any conflict between the provisions of these Terms and those of any other agreement between the parties regarding the Products, the provisions of such other agreement shall hold.
- 2. Payment Terms.** Joerns standard payment terms are NET 30 from invoice date. In the event of a disputed charge, Customer shall, within 45 days of the invoice date, notify Joerns in writing at billing@joerns.com of a request for a billing correction and/or credit. Reviews and credit requests received past the 45 day time frame shall not be honored and such invoice shall be deemed correct and payable pursuant to these Terms. Any payment not made when due shall accrue interest at the rate of 1.5% per month (18% A.P.R.) until paid in full. In the event Customer fails to make a timely payment, Customer shall pay all reasonable costs of collection, including reasonable attorneys' fees. Customer agrees to pay a \$25.00 service charge on any returned check. If payment is not made in accordance with the applicable payment terms, Joerns may suspend all further deliveries, or require full or partial payment in cash, in advance, on new orders. Joerns, in its sole discretion, may allow Customer to make payment(s) via credit card. If a credit card transaction is permitted by Joerns, then Joerns will, to the maximum extent permitted by applicable law, add a credit card convenience fee of three percent (3%) to the payment amount. To the extent Joerns does not apply the convenience fee to any particular credit card transaction, this does not waive or otherwise modify Joerns' right to do so on future credit card transactions subject to applicable law. Joerns reserves the right to discontinue the acceptance of credit card transactions in Joerns' sole discretion.
- 3. Products and Pricing.** Joerns reserves the right to change, without prior notice, the design, construction, and type of materials used in the manufacture of any of the Products. Joerns further reserves the right to discontinue, without prior notice, any of the Products and/or replacement parts therefore. Joerns may modify the prices of the Products at any time. Billing and payment shall be in US Dollars.
- 4. Taxes/Fees.** Customer shall be responsible for any and all taxes, duties, fees or charges of any nature imposed by any governmental authority upon sale and/or rental of the Products to Customer (excluding Joerns' income taxes) whether due at the time of sale or later date, including any penalties and interest. In the event Joerns is required to pay such tax, fee, or charge, Customer shall reimburse Joerns within ten (10) days of Joerns' payment of such tax, fee, or charge.
- 5. Limitation of Liability.** Joerns shall not be liable for (a) claims arising by reason of death or personal injury except so far as the death or injury is attributable to a failure by Joerns to exercise reasonable care; or (b) any lost profits; or (c) any lost revenue or goodwill; or (d) any indirect or consequential damages. As more fully set forth in the Joerns warranty policy, Joerns warranty obligations shall not apply to the negligence of Customer, or end-users of the Products, including without limitation: (i) any use, modification, maintenance, repair or combination with other devices not in accordance with written instruction; (ii) exposure of the Product to accident or natural causes (such as fire, flood, wind, water, power failure); or (iii) operation of the Product beyond its normal useful life.
- 6. Government Reporting.** If Customer submits a claim or request for Medicare or Medicaid payment for the Products, Customer is responsible for fully and accurately reporting to applicable government agencies all discounts, rebates, incentive payments, bonuses and the like applicable to such Products, including those reflected herein and others which may apply.
- 7. Indemnity.** Customer agrees to indemnify and hold harmless Joerns and any of its officers, directors, parent, subsidiary or affiliated companies from any and all claims, losses, damages, charges, expenses (including reasonable attorneys' fees and product recall expenses) arising out of any negligent actions of Customer including but not limited to the maintenance, repair or alteration of any Product, or the improper assembly or incorporation of the Product into any other device.
- 8. Confidential Information.** Customer may become familiar with trade secrets and confidential information of Joerns which derive independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from their disclosure or use ("Confidential Information"). Customer agrees not to disclose or utilize any Confidential Information, including without limitation, product specifications, prices, discounts, manufacturing costs, ideas, technical data, and sales reports to which Customer has been privy.
- 9. Intellectual Property.** For the purposes of these terms, "Intellectual Property" means any and all patents, copyrights, trademarks, trade names, trade secrets, and other proprietary rights of Joerns, and all applications and registrations therefore. Customer acknowledges that Joerns is the exclusive owner or licensee of all rights, title and interest in and to the Intellectual Property embodied in, related to, or associated with the Products. Customer will immediately notify Joerns of any and all suspected infringements of any Intellectual Property, which may come to the attention of Customer. Joerns will be responsible for taking any action to prevent infringement of the Intellectual Property.
- 10. Credit.** Joerns may terminate any credit availability within its sole discretion. Customer understands that Joerns is relying on the truth and accuracy of the information provided to Joerns in any application for credit, as well as any other information provided to Joerns such as financial statements. Customer authorizes Joerns to conduct any credit investigation of Customer deemed necessary, including, but not limited to personal credit information about guarantors, general partners, proprietors and individual applicants. Customer hereby explicitly authorizes trade and bank references to release credit information to Joerns.
- 11. Delays.** Joerns shall not be liable for any damage as a result of any delay in performance or nonperformance due to any cause beyond Joerns' reasonable control, including, without limitation, an act of God, act of the Customer, delays caused by Joerns' suppliers or subcontractors, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to readily obtain necessary labor, materials, or manufacturing facilities.
- 12. Assignment.** These Terms shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, neither these Terms nor any interest therein shall be assigned, delegated subcontracted for, or otherwise transferred by Customer, except upon Joerns' prior written consent. Any assignment or transfer without such consent shall be void and of no effect. Regardless of Joerns' consent to any of the foregoing, Customer shall remain liable for the performance of all obligations herein including but not limited to the payment of invoices pursuant to these Terms. Joerns may assign its rights or obligations under these Terms to any Joerns affiliate or successor without Customer's consent. Nothing in these Terms is intended nor will be deemed to confer any benefits on any third party.
- 13. Divestitures.** In the event of a divestiture or other sale of part or all of Customer's business, any outstanding invoices owed to Joerns must be disclosed to Customer's new owner, and paid by Customer within 30 days of the sale transaction. Should Customer's new owner decide to continue a business relationship with Joerns, a new contract must be created between Joerns and Customer's new owner.
- 14. Miscellaneous.** These Terms shall be construed in accordance with the laws of the State of North Carolina without regard to conflicts of laws. The Parties submit to the exclusive jurisdiction of state and federal courts in North Carolina and waive any right to trial before a jury. Each Party shall be responsible for its own attorneys' fees and expenses, without regard to any prevailing Party's rights under applicable law. These Terms shall be binding upon the Parties, and their respective heirs, executors, administrators, successors and assigns. The failure of Joerns to enforce any provisions of these Terms or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights, or in any way affect the validity of these Terms.

**Terms and Conditions Specific to Customer Capital Purchases (the "Purchase Terms")**

- 1. Order Cancellation/Modification.** Orders for custom or customer configured Products cannot be canceled or modified. All sales are considered final. Joerns may, however, in its sole discretion, accommodate Customer's written request for a cancellation or modification. In the event Joerns agrees to cancellation, Customer shall pay to Joerns a cancellation charge to include all costs and expenses already incurred or to be incurred for obligations made by Joerns in connection with the processing, handling and fabrication of the Products subject to the canceled order, plus reasonable amounts for overhead and profit or fifty percent (50%) of the dollar amount of the canceled order, whichever is greater. In the event Joerns agrees to modification, Customer shall pay to Joerns a modification charge to include all costs and expenses in connection with the modification, plus reasonable amounts for overhead and profit. Customer and Joerns agree that these cancellation and modification charges, as applicable, are necessary as liquidated damages and not as a penalty for Customer's improper cancellation or modification of the order, which charges Customer acknowledges are reasonable.
- 2. Purchase Orders.** Customer may order Products and parts for purchase by telephone, facsimile, or other written communication (each, a "Purchase Order"), identifying the Products or parts by number, quantity, purchase price, address for delivery, date of shipment and any special shipping instructions. All Purchase Orders are subject to acceptance by Joerns in its sole discretion. Any terms or conditions in any Purchase Order, which are inconsistent with, or are in addition to these Terms, shall be null and void. Joerns shall use reasonable efforts to timely fill orders accepted by Joerns subject to availability, demand, inventory and other factors. Any orders shipped COD will be assessed a \$20.00 handling fee.
- 3. Freight Terms.** All freight charges applicable to the purchase of Products and parts by Customer shall be included on the Customer's invoice once the product is shipped and made available to Customer, in advance, upon Customer's request. Freight quotes are valid for 30 days.
- 4. Partial Shipments.** Joerns will attempt to combine multiple orders for a single shipment. However, Joerns reserves the right to make delivery in installments, which will be separately invoiced, and Customer shall make payment for installments per invoice terms without regard to subsequent deliveries. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining deliveries.
- 5. Delivery and Risk of Loss.** All products will be sold FOB Shipping Point, unless otherwise agreed in writing by Joerns Healthcare LLC and Customer.
- 6. Inspection.** Claims for shortages, errors in delivery or defects apparent on visual inspection must be made in writing to Joerns within ten (10) calendar days after receipt of shipment. Customer's failure to give timely notice of the same shall constitute unqualified acceptance of such shipment.
- 7. Security Interest.** To secure all of Customer's obligations to Joerns hereunder and under any other agreement between Customer and Joerns, Joerns hereby reserves and Customer hereby grants to Joerns a purchase money security interest in all Products and parts purchased by Customer from Joerns, all inventory consisting of Products purchased from Joerns, together with any and all proceeds and other amounts from time to time paid or payable under or in connection with any of the foregoing, upon sale, lease, rental, or other disposition or otherwise, whether permanent or temporary and whether voluntary or involuntary, including without limitation, any and all rents, lease payments, money, cash or cash equivalents, accounts receivable, contract rights, chattel paper, documents, instruments, deposit accounts and general intangibles now existing or hereafter arising from or related to such property. Customer hereby authorizes Joerns to file any and all documents or instruments, including without limitation, financing statements and continuation statements, which are reasonably necessary to perfect or continue such security interest.
- 8. Warranty.** A current written warranty statement is supplied with each Product. A copy of the current written warranty statement is also available from Joerns upon request. JOERNs' WRITTEN WARRANTY STATEMENT IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the condition of the Product is such as might or would (subject to these Terms) entitle Customer to claim damages, to repudiate the Purchase Order, or to reject the product, Customer shall first make written request of Joerns to fulfill any applicable warranty obligations. To the extent of a valid warranty obligation as determined by Joerns, Joerns shall then be entitled to take corrective actions within a reasonable time in the manner it deems appropriate. If Joerns does so repair the Product or supply a satisfactory substitute product or effect repayment or rectification, then Joerns shall be under no liability in respect of any loss or damage of whatever nature arising from the initial delivery of the defective product or the performance of its warranty obligations. Customer shall not extend to any end-user warranty terms, which are different than Joerns Healthcare, LLC standard warranty terms.
- 9. Returns.** Joerns will accept returns within 30 days of the Product purchase date for unopened, unused Products that are still in their original packaging; provided that Customer obtains written permission and a return authorization number from Joerns in advance. All approved returns must be shipped F.O.B (Joerns' warehouse), and must be properly packaged by Customer. Product returns are subject to a service charge of 30%, or such amount then in effect. Used Products are not returnable except for warranty purposes. Joerns will not accept Product returns that are not pre-approved and prepaid.

**Terms and Conditions Specific to Customer Rentals (the "Rental Terms")**

- 1. Delivery.** Joerns shall deliver the Products to Customer within 24 hours of the order being placed. Customer shall inspect the Products upon receipt, and Customer's signing the delivery documentation for the Products upon delivery shall validate that the Products are in good working order and without defect.
- 2. Billing.** Products shall be billed at a daily rate commencing on the date of delivery and will continue to be billed until such time that Customer calls Joerns or notifies Joerns through MyJHC of the pickup. Joerns shall offer a rental credit up to two days for weekend discharges.
- 3. Maintenance.** Joerns shall maintain the Products in good working order and repair while in use by Customer. Customer shall operate the Products delivered solely in a manner consistent with the use for which it was designed. Customer agrees not to alter, repair or transfer the Products to another location or resident without Joerns' prior written consent. Title to all rental Products under these Terms shall at all times remain with Joerns. In the event Customer breaches these Terms, Joerns may, in addition to any other remedy available to it at law or in equity, take possession of the Products and remove them from Customer without any legal proceedings. Customer is responsible for damages/lost accessories, infestation or excessively soiled equipment caused by failure to take proper care of Joerns asset.
- 4. No Warranty.** Joerns makes no representations or warranties express or implied, with respect to the condition or fitness of the Products, except as expressly set forth in the Joerns Operations Manual.
- 5. Insurance.** The Parties shall maintain general and professional liability insurance policies in the amount of \$1,000,000 per incident with aggregate coverage of \$2,000,000. Each Party shall also obtain and maintain appropriate worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required by law.
- 6. Risk of Loss.** Customer shall be responsible for all rental Products while in its possession. Customer shall be liable for damage to such Products from misuse, loss or theft and shall reimburse Joerns for such damage or loss at amounts determined by Joerns in its sole discretion.