



US MEDICAL PROVIDER CREDIT APPLICATION

The ROHO Group

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Belleville, IL 62220-0658
(800) 851-3449
FAX: (618)277-5917

Email: creditapp@therohogroup.com
Website: <http://www.therohogroup.com>

Company Name: _____ Year Established _____
Address: _____ Yrs at Current Address _____
City: _____ State _____ Zip _____
Phone: (____) _____ - _____ Fax: (____) _____ - _____
Email Address: _____ Website _____

BILL TO: _____ SHIP TO _____
(same as above) _____ (same as above) _____
 _____ _____
City _____ St. _____ Zip _____ City _____ St. _____ Zip _____
Phone: (____) _____ - _____ Phone: (____) _____ - _____
Fax: (____) _____ - _____ Fax: (____) _____ - _____

PLEASE ATTACH A COPY OF APPLICANT'S SALES & USE TAX CERTIFICATE

OWNERSHIP

Entity Type: Corporation _____ Partnership _____ Proprietorship _____ LLC _____
Principal Owners or Stockholders:
Name: _____ Name: _____
Address: _____ Address: _____
City: _____ State _____ City: _____ State _____
email: _____ email: _____

BUSINESS INFORMATION

Accreditation Y N If yes, by Whom _____ Date _____
% of Revenue from: Medicare _____ Medicaid _____ Private _____ Other _____
% of Revenue from:

Retail / Service Location _____	eCommerce / Website _____
Catalog Sales _____	Other _____

% of Revenue from: Adult _____ Pediatric _____ Geriatric _____ Other _____
Buying Group Membership: VGM _____ MED _____ Northwood _____
Other _____ (Insert Name of Group)

Email Address for:

Purchasing _____ Order Status Notification _____
eCommerce Mgr. _____ Contact Name _____
Accounts Payable _____ Contact Name _____

FINANCIAL INFORMATION:

BANK (1) Name _____ Address _____ City: _____ State _____ Phone: (____) _____ - _____ Acct # _____	BANK (2) Name _____ Address _____ City: _____ State _____ Phone: (____) _____ - _____ Acct # _____
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Applicant authorizes the bank(s) named above to release information on applicant's account(s).

SIGNATURE _____ **TITLE** _____
(Must be a signer on the account(s))

TRADE INFORMATION:

Please provide -4- complete references from other medical supply manufacturers or suppliers including account numbers.

Name _____ Address _____ City: _____ State _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____ Acct # _____	Name _____ Address _____ City: _____ State _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____ Acct # _____
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Name _____ Address _____ City: _____ State _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____ Acct # _____	Name _____ Address _____ City: _____ State _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____ Acct # _____
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Are Prepaid or COD terms acceptable until open account credit is approved? Y N

CREDIT TERMS AND CONDITIONS: If account is approved to purchase on open account, all purchases will be billed on Net 30 terms, unless otherwise stated. The company or persons applying with this form certify that all information is correct and that they understand The ROHO Group's credit terms and agree to them in consideration of extended credit. The ROHO Group reserves the right to withdraw credit privileges at any time.

ROHO Terms and Conditions**1) Definitions:**

- i "Buyer" shall mean the purchaser of any ROHO Products.
- ii "Intellectual Property" means all copyrights, trademarks, trade names, patents, trade and corporate names, trade secrets, know how, formulas, technical information and other intellectual property rights concerning the Products.
- iii "Person" shall mean an individual, association, joint venture, partnership, corporation, limited liability company, organization or other entity.
- iv "Product" shall mean any goods sold by ROHO.
- v "ROHO" shall mean The ROHO Group, Inc., an Illinois corporation, all of its subsidiaries and its successors and assigns.

- 2) To the extent that the terms of any written agreement, signed by both ROHO and Buyer, are inconsistent with the provisions appearing hereon, the provisions of such executed agreement shall control. Except as provided herein, the provisions appearing hereon may not be altered or amended in any way except in writing signed by both ROHO and Buyer. ROHO's acceptance of any purchase order for Product submitted by Buyer to ROHO is expressly limited to Buyer's acceptance of all of the provisions hereof and any provisions contained in any document heretofore or hereafter submitted by Buyer to ROHO, which are in addition to or different from the provisions hereof, shall not become a part of the agreement between

ROHO and Buyer unless said provisions are expressly agreed to in writing by ROHO; nor shall ROHO's filling of any purchase order submitted by Buyer for Products be construed as an acceptance of any such additional or different provisions.

- 3) Buyer's right to market, promote, sell or otherwise distribute ROHO Products is non-exclusive. Buyer agrees not to market, promote sell, or otherwise distribute ROHO Products outside of the United States, its territories and possessions.
- 4) Buyer agrees, at all times, to comply with the Product operations manual and other documents and guidelines produced and distributed by ROHO and shall not use, sell or otherwise distribute any Product for any purpose or use for which Product has not been designed or contrary to manufacturer and/or ROHO specifications. Buyer shall deliver all Products sold with its applicable operations manual, other documents and guidelines and all applicable accessories. Buyer agrees that all individuals dealing with the Products on its behalf will be trained in the selection of the appropriate Product and the individual setup and/or adjustment of the Products. Buyer shall insure that its customers and/or the customers' caregiver fully understand how to perform said setup and/or adjustments, all instructions and all warnings associated with the use of the Product and the fact that the use of any Product for any purpose or in any manner other than which it has been designed or any use inconsistent with the operations manual is strictly prohibited. Buyer shall inform all of its customers about ROHO's standard Product warranties.

Buyer shall not make any representations or statements inconsistent with the Product's operations manual, documents, guidelines and ROHO's standard Product warranties.

- 5) Buyer shall indemnify and hold ROHO, its officers, directors, employees, successors and assigns, harmless from any liability for any claim or action made upon or brought against ROHO, etc., by any Person, of whatever form or nature, including attorneys fees and other costs of legal defense, which may be sustained or incurred as a result of any acts or omissions of Buyer, or any of its directors, officers, employees or agents, including but not limited to:
 - i Breach of any provision of these terms and conditions;
 - ii Negligence or other tortuous actions;
 - iii Representations or statements for Product usage or alterations not specifically authorized in writing by ROHO; and
 - iv Violations of any laws, orders, regulations or ordinances.

Buyer shall, at its own expense, maintain comprehensive general liability insurance for bodily injury or death and property damage. This requirement shall in no way limit the liability of Buyer to ROHO. Buyer is responsible for any claims of damage or injury attributable to Buyer's actions.

- 6) Buyer recognizes that the Intellectual Property is an asset owned by ROHO and remains the property of ROHO. Buyer shall not:
 - i Use or permit the use of the Intellectual Property for any purpose other than as provided herein;
 - ii Permit any other Person to use the Intellectual Property;
 - iii Transfer or encumber the Intellectual Property;
 - iv Make or allow to be made any changes or alterations in the Intellectual Property, operations manual or other Product documents and guidelines;
 - v Remove, alter or deface any patent numbers, trade names, trademarks, notices, serial numbers, labels, tags, warning labels or other identifying marks, symbols or legends impressed on or affixed to any Product or container or package;
 - vi Disclose to others any information it receives from ROHO which is not generally known and available in the industry; or
 - vii Misrepresent ROHO or the Products.
- 7) The agreement between ROHO and Buyer is an Illinois contract and shall be governed by Illinois laws. ROHO and Buyer consent to the jurisdiction and venue of the Court sitting in St. Clair County, Illinois and waive the defense of inconvenient forum.

SIGNATURE: _____ **Date** _____
(Must be an owner or officer of Applicant)

TITLE: _____

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 Federal Trade Commission.

CREDIT DEPARTMENT USE
References checked by _____ Credit Limit _____
Credit Approved by _____ Date Approved _____