



Save your filled out application to your desktop and email as attachment to info@jandbmedical.com or fax to number below

Customer Application

Salesman Code (internal use only): _____

FAX TO: 248-960-7985

Please select one: Corporation____ Partnership____ Owner____ (If Partner or Owner, fill in SSN below)

Type of medical practice/business (i.e. OB/GYN, Cardiology, Dermatology, EMS, Municipality, etc): _____

Legal Company Name	Account Manager	Website Address	
Billing / Statement Address	City	State	Zip
Shipping Address * Please attach multiple ship-to information	City	State	Zip
Phone Number: _____	Fax Number: _____	D & B Number: _____	

Estimated Monthly Purchases: \$ _____

Is your facility sales tax exempt? Yes____ No____ Sales Tax Exempt No.: _____
If you answered yes, include a copy of your sales tax license.

SSN or Federal I.D. Number: _____

Additional information required:

DEA#: _____ Medical License# & State: _____ License Holder Name: _____
(Please attach copy if applicable) Copy of resale certificate, DEA Registration, Pharmacy License

Officers, Partners or Owner

Name: _____ Title: _____

Name: _____ Title: _____

Person Responsible for Payment: _____

References

Bank Name	Contact	Phone	Fax
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Type of Account

Please list three business references

Business Name	Contact	Phone	Fax
Business Name	Contact	Phone	Fax
Business Name	Contact	Phone	Fax

Terms and Conditions

1. The applicant will be responsible for payment of all billings for goods/services. Title to goods covered by all purchases is to remain in the seller's name until all invoices in which goods are billed are paid in full.
2. All balances after 30 days are subject to a service charge of 1 1/2% per month (18% per year).
3. Should it be necessary to assign the account to a licensed collection agency or attorney for legal action, all of the subsequent collection charges and legal fees shall be paid by the applicant.
4. All goods/services are subject to price changes without prior notice to the applicant.
5. No items will be accepted for a credit return without prior approval and all returns are subject to a restocking fee.
6. Any discrepancies or claims must be reported within 48 hours of receiving shipment.
7. Payment on an invoice constitutes an acknowledgment by applicant that the goods provided by J & B Medical are acceptable and fit for the purpose for which they were intended.
8. In connection with non-payment of an invoice, applicant, in consideration of the extension of credit by J & B Medical, agrees to submit to the personal and exclusive jurisdiction of the 52-1 District Court of the State of Michigan for sums \$25,000.00 or less, and the Oakland County Circuit Court of the State of Michigan for sums greater than 25,000.00.
9. With the exception of non-payment of sums due under any invoice, applicant consents and agrees that all disputes or claims of any nature involving the goods purchased by applicant shall be submitted to binding arbitration with the American Arbitration Association to be held in Southfield, Michigan in accordance with the prevailing commercial arbitration rules of the American Arbitration Association. Applicant agrees that Judgment upon and awarded by the Arbitrator may be entered in the Oakland County Circuit Court, State of Michigan and agrees to submit to the personal and exclusive jurisdiction of the Oakland County Circuit Court, State of Michigan. Applicant agrees that the arbitrator shall award arbitration costs and reasonable attorney fees to the prevailing party.
10. Any discrepancies or claims regarding pricing must be reported within 48 hours of receipt of invoice.
11. All goods will be shipped to customer F.O.B. at the point of origin of the shipment.

THE UNDERSIGNED HEREBY AGREES TO ALL TERMS AND CONDITIONS AND ALSO AUTHORIZES AND INSTRUCTS THE RELEASE OF REQUESTED INFORMATION TO J&B MEDICAL SUPPLY CO., INC.

Applicants Signature	Title	Date
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Print Name

The above information is herewith submitted for the purpose of opening an account and I do hereby certify this information to be true.

PERSONAL GUARANTY

THE UNDERSIGNED, ("Guarantor"), in consideration of the extension of credit to _____ ("Customer") by J & B Medical Supply Company, Inc. ("J&B") hereby agrees and covenants as follows:

1. The Guarantor hereby unconditionally, absolutely and irrevocably guarantees to J & B the prompt payment and performance of all of the obligations and monies owed by Customer to J & B.

2. J & B may seek recourse against the Guarantor without looking to any collateral given to secure any of the obligations described above or to enforce any of the rights under any other security held by J & B.

3. The Guarantor agrees to pay any and all costs of fees of collection incurred by J & B, including, without limitation, reasonable attorneys' fees for consultation, preparing demand letters or bringing any action for collection, enforcement of such obligations which are guaranteed hereunder, and any interest or finance charges before or after the judgment being rendered

4. The liability of the Guarantor is direct, immediate, absolute, continuing, unconditional, and unlimited. This is a guaranty of payment and not a guaranty of collection and the Guarantor waives any right to require that any action be brought against the Borrower. The Guarantor agrees that J & B may proceed against Customer (the performance of which is assured by this Guaranty), separately or collectively, without prejudicing or waiving any of J & B's rights under any other obligations or under this Guaranty.

5. This Guaranty is binding upon the Guarantor and successors and assigns and shall inure to the benefit of J & B and its successors and assigns. This is a continuing guarantee and notice of its acceptance is waived.

6. In the event Customer fails to perform, satisfy or observe the terms and conditions of the extension of credit, required to be performed, satisfied or observed by Customer, the Guarantor will promptly and fully perform, satisfy and observe such obligations in the place of Customer. The Guarantor shall pay, reimburse, and indemnify J & B for any and all reasonable attorneys' fees, court costs, and finance or interest charges arising or resulting from the failure of Customer to perform, satisfy, or observe any of the terms and conditions of these agreements.

7. This Guaranty shall remain in full force and effect, and the Guarantor fully responsible, without regard to any security deposit, other collateral, or guaranty, for the performance of the terms and conditions of the above agreements, or the receipts, disposition, application, or release of any other collateral or guaranty, now or hereafter held by or for J & B.

8. Guarantor hereby expressly waives: (a) notice of the acceptance of the guaranty herein granted; (b) presentment, demand, notice of dishonor, protest, and all other notices or formalities whatsoever; (c) all diligence in collection or protection of or realization upon any Guaranteed Contract; and (d) the existence or occurrence of every other right, circumstance or condition precedent to which any Guarantor might otherwise be entitled or which might otherwise constitute a full or partial defense, release or discharge of any Guarantor.

9. Each right, power and remedy of J & B provided in this Guaranty or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Guaranty or now or hereafter existing at law or in equity or by statute or otherwise. The exercise or partial exercise by J & B of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by J & B of all such other rights, powers or remedies, and no failure or delay on the part of J & B to exercise any such right, power or remedy shall operate as a waiver thereof.

10. Waiver by J & B of a default hereunder, any breach of the provisions of this Guaranty by any Guarantor or any right of J & B hereunder, shall not constitute a waiver of any default or breach or right, nor the same default or breach or right on a future occasion.

11. Guarantor, at its expense, shall duly execute, acknowledge and deliver all such instruments and take all such actions as J & B from time to time may request in order to effectuate further the purposes of this Guaranty and to carry out the terms hereof.

12. Any notice, request, demand, instruction or other communication to be given any party hereto shall be effective upon delivery in writing during regular business hours at the address set forth below. Such communications shall be given by telecopy, commercial delivery service, or certified mail, postage prepaid and return receipt requested.

13. This Guaranty contains all of the understandings, promises and undertakings of J & B and the Guarantor concerning the subject matter hereof; and, in entering into this Guaranty, no party has relied upon any representations, understanding, promise or undertaking that is not set forth herein or in the Customer Credit Application attached hereto. All prior undertakings and agreements, oral or written, concerning the subject matter are merged herein. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

14. This Guaranty has been negotiated, executed and delivered at, and shall be deemed to have been made at, Wixom, Michigan. This guaranty is otherwise to be performed at, Wixom, Michigan and this guaranty shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the state of Michigan without reference to: (a) its judicially or statutorily pronounced rules regarding conflict of laws or choice of law; (b) where any other agreement is executed or delivered; (c) where any payment or other performance required by any such agreement is made or required to be made; (d) where any breach of any provision of any such agreement occurs, or any cause of action otherwise accrues; (e) where any action or other proceeding is instituted or pending; (f) the nationality, citizenship, domicile, principal place of business, or jurisdiction or organization or domestication of any party; (g) whether the laws of the forum jurisdiction otherwise would apply the laws of a jurisdiction other than the State of Michigan; or (h) any combination of the foregoing. The guarantor waives its right to a trial by jury and agrees to submit to the jurisdiction of the courts of Oakland, County, Michigan, as identified in the Customer Credit Application, and waive any objection to jurisdiction and venue of any action instituted hereunder as provided in this section, and agrees not to assert any defense based on lack of jurisdiction or venue in such courts. Nothing contained herein shall affect the right of J & B to serve legal process in any manner permitted by law.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the ____ day of _____, 2015.

GUARANTOR: _____

WITNESS: _____

ADDRESS: _____

ADDRESS: _____
