



FOR GEMCO MEDICAL USE ONLY:

Customer ID: _____

Territory ID: _____

NEW ACCOUNT APPLICATION AND AGREEMENT

NOTE: To expedite the establishment of your new account with GEMCO Medical, please complete this application in its entirety. Enter "N/A" if not applicable. Once completed and signed, fax it to **844-907-2134**.

Date: _____ Company Legal Name ("Customer"): _____

D.B.A.: _____

Is this company incorporated? ☐ Yes ☐ No State: _____ Date Incorporated: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Federal Tax I.D. #: _____ Medicare PTAN #: _____

NPI #: _____ State Tax Exempt for Resale Number (attach certificate): _____

Are you a VGM Member? ☐ Yes ☐ No If YES, VGM Member Number: _____

PRINCIPALS (ALL MUST BE LISTED):

Name and Title: _____

Name and Title: _____

Name and Title: _____

Type of Business: _____ Years in Business: _____

ACCOUNTS PAYABLE CONTACTS:

First Name: _____ Last Name: _____ Phone: _____

Email Address: _____

First Name: _____ Last Name: _____ Phone: _____

Email Address: _____

PREFERRED PAYMENT METHOD: *(Checks return for insufficient funds (NSF) shall incur a \$25 NSF Fee.)*

☐ Prepay/ACH/Wire

☐ Prepay Credit Card

☐ Line of Credit

Line of Credit Request: \$ _____ (*MUST COMPLETE QUESTIONS BELOW)

Credit requests of \$10,000 or more require the applicant to submit their most current annual Income Statement, Balance Sheet, and Statement of Cash Flows, which have been prepared in accordance with Generally Accepted Accounting Principles (GAAP). Future requests for an increase in the approved Credit Line may require submission of additional documentation.

PERSONAL GUARANTY: In consideration of credit granted by Gemco Medical to the applicant named herein, the undersigned individual personally guarantees amounts owed by applicant to GEMCO Medical arising under the credit granted by GEMCO Medical to applicant. By my signature below, I agree to pay the amounts owed by applicant--plus directly related attorney's fees and collection costs--to GEMCO Medical within thirty (30) days after notice has been given to me by GEMCO Medical of applicant's nonpayment of such amounts owed to GEMCO Medical. Any applicant which is a corporation, partnership, or all limited liability company that has been in business less than two (2) years prior to the application date requires the personal guarantee of at least one (1) individual as a condition of GEMCO Medical extending credit to such applicant. By my signature below, I represent to GEMCO Medical that I have read the foregoing and agree to the personal guarantee expressed:

Signature: _____

Printed Name: _____ Date: _____

PRIMARY BANK INFORMATION:

Bank Name: _____ Checking Account #: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Bank Contact: _____

Phone: _____ Extension: _____ Fax: _____

TRADE REFERENCES – Line of Credit Request:

To reduce application processing delays, please ensure both fax and email are completed for each trade reference.

1. Name: _____ Account #: _____

of Years Associated: _____ Phone: _____ Ext.: _____ Fax: _____

Email Address: _____

2. Name: _____ Account #: _____

of Years Associated: _____ Phone: _____ Ext.: _____ Fax: _____

Email Address: _____

3. Name: _____ Account #: _____

of Years Associated: _____ Phone: _____ Ext.: _____ Fax: _____

Email Address: _____

4. Name: _____ Account #: _____
 # of Years Associated: _____ Phone: _____ Ext.: _____ Fax: _____
 Email Address: _____

LICENSE AGREEMENT: Customer will obtain and maintain current, valid, and restricted licenses, permits, and/or certifications from the appropriate federal, state, and local agencies that are required to ship products purchased from GEMCO Medical lawfully.

Customer shall, at its own expense, obtain and maintain for each state or territory its required certifications, credentials, and/or licenses to distribute Legend Devices to End Users, as well as permits necessary to conduct business for transactions contemplated under this Agreement. Customer agrees to provide evidence of licenses, permits, and/or certifications as required for the distribution of prescription legend devices (i.e., Pharmacy, Wholesale Distributor, DME/HME). Please provide the following information:

State	Name of Licensing Agency	License/Permit #	Effective From	Effective Thru

Customer agrees to immediately update Supplier with any renewals, changes, additions, suspensions, debarments, or terminations of any of its applicable licenses, permits, and/or certifications and to promptly notify Supplier should any restriction, suspension, or loss of any of its licenses, permits, and/or certifications occur.

The customer also agrees to obtain and maintain current medical prescriptions from the prescribing health care providers before shipping the legend device or prescription-only products purchased from GEMCO Medical. The customer agrees to provide evidence of a current medical prescription upon request from GEMCO Medical.

☐ I agree that the above form is complete as applicable.

The box above MUST be checked before your application can be processed.

ACCOUNT AGREEMENT AND TERMS OF SALE

The undersigned hereby applies to GEM Edwards, Inc. (dba "GEMCO Medical") for credit. It is understood and agreed that the undersigned specifically consents to GEMCO Medical investigating the applicant's credit history, which may include the use of "Third Party" commercial and/or consumer credit reports for the purpose of extending credit.

Prices are subject to change with thirty (30) days' advance written notice. The most recent price list is available to Customers by logging into their accounts and supersedes any previously published price lists. All pricing and/or special considerations are dependent on the Customer's account being current within payment terms.

Terms of Agreement Prevail Over Customer's Purchase Order. This Agreement is expressly limited to the terms of this Agreement and the Purchase Order Transaction Terms contained in the applicable Purchase Order. The terms of this Agreement prevail over any terms or conditions contained in any other documentation related to the subject matter of this Agreement and expressly exclude any of Customer's general terms and conditions contained in any Purchase Order or other document issued by Customer, except the exhibits and schedules to this Agreement, the Supplier Return Policy, Supplier Shipping Policy, Terms of Sale and Availability/Changes in Products and sales tax exemption forms under Section 10.02, can be updated and effective as provided by this Agreement.

GEMCO Medical's terms are Net 30 days from the invoice date. A finance charge of 2% will be charged monthly on outstanding balances, which are 30 days past the invoice date. Orders will not be shipped on delinquent accounts. Any account balance paid by credit card after invoicing will incur a 2% processing fee. No processing fee will be assessed on payments made by check, electronic check, wire transfer, or money order. GEMCO Medical reserves the right to change or terminate open account credit at any time. If default of payment occurs, the customer agrees to pay any and all attorney's fees and collection costs, up to and including asset seizure. The laws of the state of Ohio will govern the validity, effect, interpretation, and performance of this agreement. The Court of Common Pleas in Summit County, Ohio, shall have exclusive jurisdiction over any suits, causes of action, or any other legal disputes between the parties, and/or their successors, which may arise under the terms of this Agreement and Guaranty. The undersigned Owner (and Guarantor) hereby expressly consents to said Court's jurisdiction.

Unless specified otherwise, all orders will be shipped in accordance with the GEMCO Medical Shipping Policy located at <https://www.gemcomedical.com/shipping-options/>. Shipping charges will be added to your invoice. Shipments outside the continental U.S. will be billed accordingly. The customer is responsible for any additional shipping charges due to the Customer supplying an incorrect shipping address.

Notification of shortages and/or damages must be made to GEMCO Medical's customer service team within three (3) business days of receipt and missing packages within thirty (30) days of the ship date. To contact customer service via phone, please call 800-733-7976 or email customerservice@gemcomedical.com.

GEMCO Medical's Return Policy is located at <https://gemcomedical.com/return-policy/>. GEMCO Medical reserves the right to update the Return Policy from time to time. Please refer to the link above for GEMCO Medical's Return Policy.

Customer shall notify GEMCO Medical in writing within five (5) business days of any prospective or pending change in Customer's ownership interest in the Company, or any change in the relationship of the signatories herein to the Company. If GEMCO Medical is not notified, the current owner (s) shall be responsible for all balances due GEMCO Medical. GEMCO Medical reserves the right to require a signed promise to pay agreement by new owner(s).

I have read, understand, and agree to the above License Agreement, Agreement, and Terms of Sale Policy. I understand that the Terms of GEMCO Medical's Sales Policy may change with thirty (30) days' advanced written notice. The undersigned has the authority to execute this agreement on behalf of the Company and hereby waives any right to assert lack of authority as a defense to any action by GEMCO Medical against Customer.

☐ By signing below, the undersigned acknowledges they have read and accept the above Account Agreement and Terms of Sale. Notwithstanding Gemco Medical's officer's signature below, this Account Agreement & Terms of Sale are not complete until all information and forms requested by GEMCO Medical's customer have been submitted to GEMCO Medical's satisfaction.

THIS BOX MUST BE SIGNED TO ESTABLISH AN ACCOUNT:

** SIGNATURE: _____ Date: _____

Printed Name: _____ Title: _____

** Must be signed by Owner, an Officer if a corporation, a General Partner if a partnership or a member if an LLC.

GEM Edwards Inc. DBA GEMCO Medical



Chief Financial Officer and Treasurer

V.04.24.2025