

**NOTICE:** This document, when completed by the customer and signed by the parties, will form a legally binding contract.

**REQUIRED FIELDS ARE ITALICIZED**

**PART I – CUSTOMER INFORMATION**

*Business Name* \_\_\_\_\_ *Phone* (\_\_\_\_) \_\_\_\_\_

*Business web site address:* \_\_\_\_\_

*Bill to Address* \_\_\_\_\_ *Fax* (\_\_\_\_) \_\_\_\_\_

*City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

*Physical Address* \_\_\_\_\_

*City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

*Type of Business* (Check One)  *Hospital*  *Private Care Facility*  *Medical Office*  *Surgical Center*  
 *Other* \_\_\_\_\_ *Years In Business* \_\_\_\_\_

*Type of Ownership (Check One)*  *Individual*  *Partnership*  *Corporation*  *Other* \_\_\_\_\_

*State of Business Registration:* \_\_\_\_\_ *Federal Identification No.:* \_\_\_\_\_

*Sales Tax Status (Check One)*  *Taxable*  *Exempt (Certificate Attached)*

*Does your facility use purchase orders?*  *Yes*  *No*

*Principal's Name* \_\_\_\_\_ *Title* \_\_\_\_\_ *Email* \_\_\_\_\_

*Social Security No.:* \_\_\_\_\_

*Home Address* \_\_\_\_\_

*Purchasing Contact* \_\_\_\_\_ *Title* \_\_\_\_\_ *Email* \_\_\_\_\_

**To Apply for Credit Terms, complete the following, and sign page 2 of this document:**

*Bank* \_\_\_\_\_

*Address* \_\_\_\_\_ *Phone* (\_\_\_\_) \_\_\_\_\_

*City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

*Primary Checking Account No.* \_\_\_\_\_  *Secondary Deposit Account No.* \_\_\_\_\_

**Major Suppliers (Credit References)**

*Name* \_\_\_\_\_ *Phone* (\_\_\_\_) \_\_\_\_\_

*Address* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

*Name* \_\_\_\_\_ *Phone* (\_\_\_\_) \_\_\_\_\_

*Address* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

**Additional Contact Information**

*Contact for Accounts Payable* *Name* \_\_\_\_\_

*Phone* (\_\_\_\_) \_\_\_\_\_ *Title* \_\_\_\_\_ *Email* \_\_\_\_\_

*Fax* (\_\_\_\_) \_\_\_\_\_

Would you like your invoices mailed or sent electronically (emailed)?  Mailed  Emailed  Both

*Email address for sending all PBS invoices* \_\_\_\_\_

*Contact for servicing of customer's medical devices* *Name* \_\_\_\_\_

*Phone* (\_\_\_\_) \_\_\_\_\_ *Title* \_\_\_\_\_ *Email* \_\_\_\_\_

*Fax* (\_\_\_\_) \_\_\_\_\_

*Contact for facility's medical device recalls & alerts* *Name* \_\_\_\_\_

*Phone* (\_\_\_\_) \_\_\_\_\_ *Title* \_\_\_\_\_ *Email* \_\_\_\_\_

*Fax* (\_\_\_\_) \_\_\_\_\_

**PART II – AMOUNT AND TERMS OF CREDIT**

- Amount and Approval.** The above Customer has requested a commercial line (the "Line of Credit") in the amount of up to ten thousand dollars \$10,000 from Penn Biomedical Support, Inc. ("PBS"). The line of credit will become available to the customer upon approval of this application and agreement by an authorized representative of PBS.
- CUSTOMER AGREES THAT ALL INVOICES ARE DUE AND PAYABLE WITHIN THIRTY (30) DAYS AFTER THE SERVICES OR PURCHASES ARE COMPLETED. A 1-1/2% SERVICE CHARGE WILL BE ADDED TO ALL INVOICES NOT PAID ACCORDING TO OUR TERMS (ANNUAL RATE OF 18%).
- Payment.** Customer covenants and agrees to pay all sums due together with late charges and interest within thirty (30) days after being billed each month hereunder. Customer further covenants and agrees to pay the principal balance which is outstanding under the Line of Credit within thirty (30) days after written demand unless demand is governed by the default remedy section below.
- Interest.** Interest shall accrue on the principal balance which is outstanding and past due on the Line of Credit at an annual rate which is equal to 1.5% per month.

5. **Payment of Past Due Amounts.** The Customer hereby authorizes PBS to charge all Customer invoices, which are more than forty-five (45) days past due to the credit card listed below.

**Credit Card**

Type of Card:  VISA  MasterCard  American Express

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Security Code (CVV / CVC / CID): \_\_\_\_\_

Expiration Date: \_\_\_\_\_

6. **Security Interest.** The Customer hereby grants PBS a security interest in all goods, including equipment, monitors, merchandise and other property sold by PBS to the Customer, all cash, non-cash and insurance proceeds thereof including accounts in order to secure payment to PBS of all sums due and owing by the Customer to PBS. The Customer authorizes PBS to file a UCC-1 Financing Statement with the appropriate office.

7. **Individual Guaranty by Undersigned.** The undersigned acknowledges and agrees that if Customer is granted credit by PBS, Customer shall be responsible and liable for all invoices as presented, and furthermore, in consideration of PBS accepting the foregoing terms and for value received, THE UNDERSIGNED, AS GUARANTOR(S), JOINTLY AND SEVERALLY GUARANTY THE PAYMENTS FOR ALL PURCHASES BY CUSTOMER AND THE PAYMENT OF ALL SUMS DUE AND TO BECOME DUE HEREUNDER AND FOR ALL ADDITIONAL PURCHASES BY CUSTOMER FROM PBS. THE UNDERSIGNED AGREES THAT HE/SHE WAIVES NOTICE OF ACCEPTANCE OF THIS GUARANTY AND NOTICE OF ANY DEFAULT BY CUSTOMER. THIS SHALL CONSTITUTE A CONTINUING PERSONAL GUARANTY BY THE UNDERSIGNED AS GUARANTOR(S) AND SHALL NOT BE AFFECTED BY AN EXTENSION OF TIME, ANY INCREASE IN THE LINE OF CREDIT AMOUNT OR LIMIT, PAYMENT MODIFICATION OR ADDITIONS TO THIS AGREEMENT WITH OR WITHOUT CONSENT OF THE UNDERSIGNED AS GUARANTOR(S). IF CUSTOMER IS A CORPORATION, LIMITED LIABILITY COMPANY ("LLC") OR OTHER FORM OF BUSINESS ENTITY, THE UNDERSIGNED GUARANTOR(S), WHETHER OR NOT THE UNDERSIGNED IS AN OFFICER OF THE CORPORATION, LLC OR OTHER BUSINESS ENTITY DOES PERSONALLY GUARANTY PAYMENT OF ALL BILLS OF THE CORPORATION, LLC OR OTHER BUSINESS ENTITY.

8. **Default/Remedies.** A.) Default. The failure by Customer to make on or before the due date thereof any required payment under this Agreement, or other failure of Customer to perform any other term or condition of this Agreement in a timely manner (or any other agreement between Customer and PBS) shall constitute an Event of Default under this Agreement. B.) Upon the occurrence of a Default described above, PBS shall be entitled to exercise any one or more of the following remedies, which may be exercised singly or in any combination, serially or concurrently, and at any time or times and whenever a Default is continuing unwaived or unremedied:

- (i) in writing demand immediate payment in full of all accrued and unpaid interest and all principal which is then outstanding and unpaid under this Agreement;
- (ii) exercise any and all remedies which may then be available to PBS under any or all applicable state or federal laws, including but not limited to PBS' rights, remedies, powers or privileges under the Pennsylvania Uniform Commercial Code.
- (iii) suspend or cancel the Line of Credit and/or;
- (iv) THE CUSTOMER AND THE UNDERSIGNED GUARANTOR(S) HEREBY AUTHORIZE AND EMPOWER THE PROTHONOTARY OR ANY

ATTORNEY OR ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR THE CUSTOMER AND ENTER JUDGMENT BY CONFESSION AGAINST THE CUSTOMER AND THE UNDERSIGNED GUARANTOR(S) FOR THE THEN OUTSTANDING AND UNPAID BALANCE UNDER THEIR LINE OF CREDIT GRANTED UNDER THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, AND ALL COSTS AND EXPENSES INCURRED BY PBS OR ON ITS BEHALF, INCLUDING BUT NOT LIMITED TO COSTS OF SUIT, TOGETHER WITH CHARGES, COSTS AND ATTORNEY'S FEES OF TWENTY PERCENT (20%) OF THE SUMS DUE HEREUNDER, WITH RELEASE OF ALL ERRORS AND WAIVER OF ALL STAYS OR EXEMPTIONS. THIS POWER AND AUTHORITY TO ENTER JUDGMENT BY CONFESSION MAY BE EXERCISED AS OFTEN AS PBS DESIRES, AS LONG AS A DEFAULT HAS OCCURRED WHICH IS CONTINUING UNWAIVED, UNCURED OR OTHERWISE UNREMEDIED, AND SHALL NOT BE EXHAUSTED BY ANY ONE OR MORE EXERCISES OR ATTEMPTS TO EXERCISE THIS POWER.

9. **Costs and Expenses.** Customer covenants and agrees to reimburse PBS for all costs and expenses incurred by PBS in enforcing this Agreement, its rights hereunder, collecting any sum due hereunder, and/or exercising its remedies hereunder, including but not limited to attorney's fees actually incurred (but not less than the greater of \$500.00 or five percent (5%) of the original principal amount of the Line of Credit available under this Agreement).

10. **Legal Effect.** This Agreement shall bind and inure to the benefit of PBS and the Customer, and their respective successors, assigns, heirs or legal representatives; provided, that the Customer may not assign this Agreement without PBS's prior written consent and shall not be released from its duties and obligations hereunder by any assignment hereof or consent by PBS to such assignment unless PBS shall have expressly released the Customer in writing.

11. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of PBS and the Customer regarding the subject matter hereof. This Agreement may not be amended or any provision hereof waived, unless such amendment or waiver is reduced to writing and signed by the party against whom it is sought to be entered. No delay or failure by PBS shall have the right to withhold delivery of goods except for payment in cash, whether or not a default by Customer or any Guarantor(s) shall have occurred.

12. **Governing Law and Jurisdiction.** The laws of the Commonwealth of Pennsylvania shall govern the validity, performance, interpretation, and effect of this agreement. The Parties hereby agree and consent to the personal jurisdiction and venue of the courts in the Berks County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania.

13. **Use of Fax/Electronic Copy.** A fax or electronic copy of this Agreement shall be considered the same as an original copy and shall be used interchangeably for all purposes, including but not limited to the enforcement of the Confession of Judgment clause.

14. **Execution.** The signature by the Customer below constitutes the Customer's representation and warranty that the information contained in Part I of this application and Agreement is true and correct, and the Customer's promise to inform PBS of any material change in that information.

15. **Counterparts.** This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages) each of which shall be deemed an original, and all of which, taken together shall constitute but one and the same agreement.

*Customer's Printed Name:*

\_\_\_\_\_

*By:* \_\_\_\_\_  
*Authorized / GUARANTOR(S) Signature*

*Title:* \_\_\_\_\_

*Date:* \_\_\_\_\_

The undersigned hereby consent(s) to Penn Biomedical Support, Inc.'s use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as Principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Penn Biomedical Support, Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. §1681 *et. seq.*

Approved for Penn Biomedical Support, Inc.

*By:* \_\_\_\_\_

*Date:* \_\_\_\_\_