

Dalton Medical
4235 McEwen Road
Farmers Branch, TX 75244
Phone: (469) 329-5200

DALTONTM
Excellence Since 1984

CREDIT APPLICATION & AGREEMENT

Please Email Completed Applications & Resale Certificate to applications@daltonmed.net

Company Name: _____ Phone: _____
Billing Address: _____ Email: _____
Shipping Address: _____ ☐ (same as Billing Address)

AP Contact Name: _____ AP Phone: _____ AP Email: _____

Organization Form:

☐ Sole Proprietor ☐ Partnership ☐ Corp. ☐ LLC

Annual Sales: _____ Number of Locations: _____

Federal ID#: _____

Medical Device License # (if any): _____ Length of Time in Business: ____ Year(s) ____ Month(s)

Accrediting Organization (if any): _____

Expiration Date (if any): _____ Bond Carrier (if any): _____ Bond # (if any): _____

Principals, Partners, or Officers

Name: _____ SSN#: _____ Title: _____

Address: _____

Office Phone #: _____ Cell Phone #: _____

Bank References

Bank Name: _____ Phone #: _____

Address: _____ Contact Person: _____

Checking Account #: _____

Savings Account #: _____

Loan #: _____

Trade References (Manufacturers & Vendors Only)

Name: _____ Account #: _____ Phone #: _____

Address: _____

Name: _____ Account #: _____ Phone #: _____

Address: _____

Name: _____ Account #: _____ Phone #: _____

Address: _____

ALL CREDIT AGREEMENTS MUST BE SIGNED BY AN AUTHORIZED PERSON FOR THE AGREEMENT TO BE COMPLETED.

This credit application and agreement is submitted by customer to Dalton Medical to obtain trade credit. Dalton Medical reserves the right to decline credit to applicant. In the event credit is extended to applicant to change or revoke applicant's credit limit on the basis of changes in Dalton Medical's credit policies or applicant's financial condition and/or payment record. Customer agrees to make payment in full to Dalton Medical for all amounts due according to Dalton Medical's invoice on or before net due date. Customer agrees to pay interest on all amounts that are past due. Interest will be charged at 1 1/2% per month, or the maximum provided by law. Should customer default in any such payment(s) Dalton Medical shall have the right without notice to customer, to declare all invoice amounts due and payable. In the event Dalton Medical should commence any action or actions, or otherwise seek to enforce this agreement against customer, customer agrees to pay all collection cost, attorney's fees, court costs, and other expenses incurred by Dalton Medical, whether or not suit is filed. This agreement is strictly confidential and is not transferable or assignable without prior written consent of Dalton Medical. Customer agrees that any change in liability for any debts incurred to Dalton Medical due to change in customer's form of business, shall not be effective as to Dalton Medical, until Dalton Medical receives actual notice of the change via certified mail. Customer agrees to adhere to credit/service policies and procedures established by Dalton Medical. Venue shall be in Dallas County or Denton County, Texas.

Credit Limit Desired _____

Authorized Individual

Title

Signature

Date

SALES AGREEMENT

Customer hereby acknowledges and agrees to the following terms and conditions of sales.

Payment Terms:

1. All shipments will be Prepaid or C.O.D. before credit approval.
2. Standard terms are NET 30 days upon credit approval. Interest charge of 1.5% per month will apply to all past due accounts. Prepaid only for delinquent accounts. In the event that any third parties are employed to collect any outstanding balance, the customer is responsible for any collection costs, including attorney's fees, whether or not litigation has commenced, and all costs of litigation.
3. A service charge of US \$30 will be assessed for each returned check. Checks returned for insufficient or uncollected funds, together with Services Charges, may be debited electronically or collected using bank draft drawn from your bank account.
4. The customer cannot deduct any discrepancies on payment without approval of credit department.
5. Buyer agrees to the Dalton Medical freight policy.

Damaged Freight Claims:

Dalton Medical Corp. cannot accept claims for products which have been damaged during shipping. All shipments should be examined upon delivery. List on the bill of lading any damage to the merchandise and/or the quantities missing before signing the bill of lading. If any products are damaged, it is the consignee's responsibility to file a claim with the delivery carrier within three (3) days of delivery.

Returned Merchandise Policy:

1. Returned goods must be authorized in advance by Dalton Medical's Return Merchandise Authorization (RMA) department .
2. Contact RMA department at (469) 329-5200 for an RMA number before returning any product. RMA# can only be obtained by emailing the completed RMA form to service@daltonmed.net.
3. All returned merchandise must be accompanied by a copy of its invoice with RMA# on it.
4. Returned merchandise must be shipped freight prepaid by the customer. Freight collect or C.O.D. returns will be refused.
5. RMA# must be written on the mailing label. Please do not write on the carton itself.
6. All RMA items must be well-packaged in the original packing. Product damaged due to inappropriate packing is subject to additional charge for handling and recovering.
7. A \$20 handling fee plus the returned freight fee will be charged to the customer if non-DMC product is found in the RMA or if there is a "no problem found" report on the returned merchandise.
8. A 15% restocking charge will be applied to non-defective products.
9. For any refused shipments customers are responsible for all freight charges, 15% restocking fee (20% restocking fee for specialized items).
10. Due to the health guidelines, the following items are not returnable: Commodes, shower chairs, mattresses, overlay mattresses, and air mattresses can not be returned under any circumstances.

Warranty Policy

Dalton Medical Corp only warrants to the original purchaser/user of our products.

1. The limited warranty period is one year from the date of purchase except the following items:
 - A. All components except the mainframe of wheelchairs, electric chairs, scooters....six months only.
 - B. Mattress, seat cushions, and batteries have six month warranty only.
2. The warranty provided by Dalton Medical Corp. does not cover:
 - A. Exterior cosmetic damage.
 - B. Damage, defect or failure caused by operation of unit by incorrect voltages.
 - C. Misuse, improper operation, maintenance or storage, commercial or institutional use, products modified without our express written consent.
 - D. Products with serial numbers altered or removed.
3. Should the product defect during the warranty period, Dalton Medical Corp. will, at its option, repair or replace the product within 15 working days.
 - A. Warranty does not cover labor or freight charge.
 - B. Dalton Medical Corp. Shall not be liable for any consequential or incidental damages whatsoever.
4. All new parts have 90 days warranty from date of purchase.

Credit

Credit must be requested within 30 days from the date of purchase in case of D.O.A. or shipping error.

1. 85% credit for the merchandise returned within 10 days in saleable condition.
2. No credit or refund after 30 days of receipt of merchandise.
3. No credit or refund for customized items.
4. Credit will be reimbursed from the customer's next purchase. No refund on credit.

Purchaser's Company Name

Authorized Individual

Title

Signature

Date

Dalton Medical
4235 McEwen Road
Farmers Branch, TX 75244
Phone: (469) 329-5200



LETTER OF CERTIFICATION

To whom this may concern:

This is to certify that Dalton Medical is authorized to obtain credit information from the bank indicated below. Please release the information at your earliest convenience.

Thank you very much for your cooperation.

Company Name

Name of Bank

Account Number

Authorized Individual

Title

Signature

Date

GUARANTY AGREEMENT FOR ACCOUNT WITH DALTON MEDICAL

_____ (hereinafter "Customer"), has applied for credit with Dalton in order to make purchases on account. The person (or persons) executing this Guaranty Agreement (hereinafter "Guarantor") is associated with Customer in a business capacity such as a director, officer, stockholder, and/or employee. Guarantor has expressed an intention to personally guarantee payment of the account of Customer with Dalton, and in return Dalton agrees to grant credit privileges to Customer. For consideration, receipt of which is hereby acknowledged, the undersigned whether one or more, as a guarantor, jointly and severally, hereby guarantee to Dalton that the debt owed by Customer to Dalton will be paid when due on the following terms and conditions:

1. Payment for all purchases made by Customer is guaranteed by Guarantor, without limit as to amount.
2. Guarantor agrees to pay all costs of collection incurred by Dalton, including but not limited to investigation costs, credit reports, attorney's fees and expenses, court costs, and if a judgment is rendered against Guarantor in connection with Customer's account, Guarantor agrees to pay pre-judgment interest and post-judgment interest of the rate of 1 1/2% per month.
3. Guarantor agrees to all terms of sales to Customer, whether incorporated in a separate account agreement or otherwise, including any modifications, extension, renewals, or others changes related to Customer indebtedness to Dalton.
4. If Customer does not pay any debt owed to Dalton when it is due, each Guarantor who signs this agreement will be jointly and severally liable to pay to Dalton on demand, without further notice the amount due. The amount due is to be paid to Dalton at its office in the City of Carrollton, Denton County, Texas. Dalton shall not have to first file suit or exhaust its remedies against the Customer or any others liable on the amount due to Dalton by the Customer before making demand on any Guarantor under this agreement.
5. Each person who signs this agreement agrees that Dalton can bring suit against him, jointly and or severally, with the other Guarantors or against any one of the Guarantors and that Dalton can settle with one or more of the Guarantors who signed this agreement without settling with another; and that settlement by one does not release another Guarantor from being liable under this agreement.
6. This Guaranty Agreement shall continue in full force and effect until five days after Dalton receives written notification that an individual Guarantor desires to revoke his personal guaranty of debts of Customer with Dalton. A notice of revocation by a Guarantor shall release only that Guarantor and no others. A Guarantor shall continue to be liable for all debts incurred by Customer until five days after of receipt of said notification of revocation by Dalton.
7. Venue of all legal, administrative or other actions taken by Dalton to enforce any claims against Guarantor shall be in Dallas County or Denton County, Texas. All amounts payable to Dalton by Customer are due and payable in Dallas County or Denton County, Texas.
8. This Guaranty Agreement shall remain in effect, regardless of the incompetency of a Guarantor. If a Guarantor should die, this agreement shall also be binding upon the estate of Guarantor, his executor, personal representative, heirs and assigns. The death or incompetency of one Guarantor shall not affect the liability of other Guarantors.
9. A settlement of any claim by Dalton with one Guarantor shall not release any other Guarantor. Dalton may sue Guarantor without having to join Customer or any other Guarantor as a named party.
10. Guarantor further expressly waives notice of nonpayment, protest, and notice of protest with respect to the account covered by Guaranty.
11. Guarantor also waives any and all rights or defenses arising by reason of (a) any election of remedies by Dalton that destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Customer for reimbursement, including, without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the account; or (b) any statute of limitations.
12. Each Guarantor consents to Dalton obtaining a commercial and/or consumer credit report on Guarantor for the purpose of evaluating credit worthiness of Customer and Guarantor.
13. No notice of acceptance of this agreement shall be required.
14. EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO DALTON.

EXECUTED this _____ day of _____, 20____

GUARANTORS:

In his/her individual capacity Signature

Print Name

SSN

In his/her individual capacity Signature

Print Name

SSN

Please provide a copy of your driver's license.