



Account Application/Agreement

email to: info@physiciansupplycompany.com
 or fax to: 281.991.1669 (toll-free) 866.991.1669

date:

shipping address (as reflected on licenses)

entity legal name	
trade name (DBA)	
ship to address	facility fax #
street	ship to phone
city	state
zip	

billing address

trade name (DBA)	Accounts Payable a/p contact name
bill to address	a/p phone
street	a/p email
city	state
zip	

ownership, partners, or officers

entity/ownership (check one)	sole proprietor	partnership	corporation	LLC	other:
federal tax id#	*list all partners and/or owners (>5% ownership), add a separate sheet if needed				
date formed	partner/owner name		title		
years in business	yrs	months	partner/owner name		title
owner/partner ever filed bankruptcy?	yes	no	*if yes, please attach and submit explanation on a separate sheet		

important EMAIL notification information

order confirmations (primary contact email)	(secondary contact email)
invoice delivery (primary contact email)	(secondary contact email)
recall notifications (primary contact email)	(secondary contact email)

agreement

SCOPE: This Agreement governs the purchase of products/pharmaceuticals identified on the BUYER's purchase orders and/or invoices. To the extent of any conflict between this Agreement, purchase orders, or the invoices reflecting purchases, the terms of this Agreement shall govern. This Agreement shall be in effect from the date signed below, and shall continue indefinitely, unless terminated by written notice by either Party. Upon termination, all rights and obligations of the Parties shall cease, provided that termination shall not affect the obligation of the BUYER for products invoiced prior to termination.

LICENSING: The undersigned applicant attests to Physician Supply Company, Limited that it is properly licensed with all applicable state licensing agencies to receive, dispense, distribute and otherwise legally dispose of the product/pharmaceuticals being purchased. The BUYER understands that by attesting to this, Physician Supply is complying with the "good faith inquiry" standard to ensure that the product is properly received, dispensed, distributed and/or legally disposed. Prior to purchasing product from Physician Supply Company, Limited hereunder, the BUYER must provide copies of all such licenses and any renewals, revocations, or other changes to Physician Supply Company, Limited at fax 281.991.1669, or email to info@physiciansupplycompany.com

RETURNS: As a courtesy, Physician Supply will accept returns of unopened, expired products within 3 months after the expiration date for destruction. Products that have been opened, used, written on, or tampered with in any way will not be accepted. Refrigerated products, controlled substances, or any items notated as "non-returnable" are not eligible for return. BUYER must notify SELLER within 72 hours of receipt of any discrepancies or potential shortages on the order. Returns of sealed, original product packages will be authorized within 30 days of invoice purchase by requesting a Return Authorization Form at 281.991.1665. A 20% restocking fee may be charged for all product returns except for returns due to shipping damages or errors. Physician Supply may refuse any returns if not notified as herein stated.

SECURITY INTEREST/UCC FILING: The undersigned agrees that Physician Supply Company, Limited shall have all rights and remedies of a secured party under the Uniform Commercial Code and authorizes Physician Supply to file a and/or multiple financing statement(s) (FORM UCC-1) evidencing and describing the security interests in all goods purchased as collateral, and hereby constitutes and appoints Physician Supply Company, Limited the true and lawful attorney of the undersigned with full power of substitution to take any and all appropriate action and to execute any and all documents or instruments that may be necessary or desirable to accomplish the purpose and carry out the terms of the security interests. The foregoing power of attorney is coupled with an interest and shall be irrevocable until the entire purchase price for all goods invoiced and received have been paid in full.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the local, internal laws of the state of Texas. It is agreed to the jurisdiction of the State and Federal Courts located in Harris County, Texas.

COMPLIANCE: SELLER agrees that it, any product, the transportation of product, and any services will comply with all applicable requirements contained in federal, state, and local regulations. The BUYER indemnifies and holds Physician Supply Company, Limited harmless against all claims, liability, damages and costs including attorney's fees that may be incurred as a result of error in product use on the part of the customer. Products purchased from the SELLER are for patient/clinic/facility use only and are not to be resold to other drug distributors, wholesalers or retailers. Due to circumstances beyond the SELLER'S control, and the number of manufacturers represented, prices and availability of products are subject to change without notice.

AUTHORIZED SIGNATURE: The undersigned Principal(s) of the BUYER (Applicant), by reason of their interest in Applicant and as an inducement for Physician Supply Company, Limited to extend credit to the BUYER, hereby jointly and severally, irrevocably, and unconditionally guarantee to Physician Supply Company, Limited and assigns the prompt and full payment (and not the ultimate collectability) and performance of all obligations of the Applicant to Physician Supply Company, Limited, whether now existing or hereafter arising. The undersigned authorizes SELLER to verify this information and/or additional information by obtaining data from a credit reporting agency. This guaranty shall continue to all credit hereafter made available to the BUYER until such time as Physician Supply Company, Limited has received 10 days advanced written notice (via certified mail, return receipt requested to: **Physician Supply Company, Limited, P. O. Box 7477, Pasadena, TX 77508-7477**) with the respect to the account termination.

The undersigned Principal/Principals do hereby agree on behalf of the above entities to the payment of this account for the products purchased herein. Both BUYER and SELLER authorize the use of a facsimile transmission or email copy of this application to be effective as an original copy.

X.	authorized signature	date
	printed name	title

***must fax a current copy of state licenses/dea certificate to 281.991.1669 for account activation**

FREE SHIPPING ON ORDERS OVER \$100.00. FLAT RATE GROUND \$7.00 IF UNDER. REFRIGERATED ITEMS EXTRA.

P. O. Box 7477, Pasadena, TX 77508-7477, phone 281.991.1665, fax 281.991.1669, www.physiciansupplycompany.com