



NEW ACCOUNT INFORMATION AND PURCHASE AGREEMENT


Thank you for selecting PD-Rx Pharmaceuticals, Inc., we will work hard to provide you with the best service possible. If you have any questions or concerns, please feel free to call us at any time.
1-800-299-7379.


Sales ID #

Version # 7.4

Ship to Location
(Please Print)

Bill to Location
(If Different than Ship To)

Customer Name				
Address				
Address 2				
City				
State				
County		Zip		
Telephone #				
Fax #				
E-Mail Address 				
Contact Name				

 All company notices, pedigree, invoices, order acknowledgements, statements & other request or general information will be forwarded to the e-mail addresses listed above. If you change your e-mail address, please make sure you notify PD-Rx Pharmaceuticals of any changes so that we can update our database, and keep your account current with ongoing information. If you need additional e-mail addresses other than the one provided above, please provide them below as per the category so defined.

Pedigree		Invoices	
Order Acknowledgements		Statements	

ORGANIZATION OF BUSINESS

SOLE PROPRIETOR LLC PARTNERSHIP CORPORATION _____

TYPE OF BUSINESS: _____ YRS IN BUSINESS: ___ FEI: _____ DUNS# _____

GPO/BUYING GROUP _____ MEMBER # _____

OPEN CREDIT LINE (COMPLETE ALL LINES)
ALL ACCOUNTS WILL BE OPENED WITH A LINE OF CREDIT VALUES AT \$2500.00

COMPANY OFFICERS/OWNERS

NAME: _____ SSN: _____

ADDRESS: _____ PHONE: () _____

NAME: _____ POSITION: _____ SSN: _____

ADDRESS: _____ PHONE: () _____

Please indicate (✓) which days of the week you are **CLOSED**, this information will affect your delivery schedules, and the timelines necessary to supply you with refrigerated products. Most carries will charge extra for Saturday deliveries and Sunday deliveries are not available.

Monday Tuesday Wednesday Thursday Friday Saturday

NOTICE: PLEASE SEND US A COPY OF YOUR STATE LICENSE AND DEA REGISTRATION.

Remember to send the state control license or a pharmacist in-charge license if it so applies.

TERMS AND CONDITIONS: Order minimum for prepaid freight is currently \$200.00 and is subject to change with or without notice. Currently all orders under \$200.00 will include freight and a handling charge. Each shipment will be sent best way possible as determined by the shipper. If express delivery is requested, or for any shipping location outside of the Contiguous United States, the freight charges for this service will be added to the invoice. On all injectables that require refrigeration and air services, the customer will assume the freight charges.

PAYMENT TERMS FOR OPEN CREDIT LINES: A PD-Rx packing slip will accompany each shipped order, and an invoice will be e-mailed to your address so noted on page one of this document. The net amount is due within 15 days from the date of the invoice. Payments not received in accordance with our policies shall bear interest after 31 days from invoice at the rate of 18% per annum until paid. PD-Rx will seek legal counsel after 90 days of pass due and the account will be closed. PD-Rx will also e-mail an account statement at the end of each month to the selected e-mail on page one. The PD-Rx website will store 120 days of invoices on line for your review. Credit Cards will not be accepted as payment on open credits lines.

DAMAGED SHIPMENTS: Telephone PD-Rx immediately at 1-800-299-7379. Please keep the original shipping box with packing materials and merchandise for common carrier inspection. PD-Rx will arrange for this inspection to claim for damages and proper credit. If items are missing from your order, recheck the contents against the enclosed packing slip. If a shortage has actually occurred, you must call PD-Rx within 24 hours in order to receive proper credit. The DEA will be notified on all control products that have to be reported damaged or missing.

RETURNED-GOODS POLICY: All returns must be pre-authorized by our Customer Service department. This must be done in advance in order for you to receive proper credit. Any package shipped to PD-Rx without authorization will be refused upon arrival, no credit will be issued and the product will be destroyed. To obtain a Return Authorization Number, (PDRA#) call the Customer Service department at 1-800-299-7379. Have ready a list of the products to be returned, along with the matching invoice number that they were purchased on and your account number. Please include size, strength, quantity, lot number, invoice number, and the reason for the return. All returns must match the serialized number of unit(s) sold with the invoice from which it was purchased. DSCSA Standards are a requirement of all returns to PD-Rx. PD-Rx will only issue credit to the original customer that purchased the product on a direct basis. No third-party returns will be accepted. PD-Rx will only issue credit on merchandise that is in the original unsoiled and unmarked containers. Any product that has been opened or damaged will not be accepted for return, credit or cash refund, but will be destroyed upon arrival.

PD-Rx reserves the right to refuse credit on any merchandise due to special orders, excessive purchases, unusual requests, or contracted orders. New accounts are subject to a 60-day return review policy, which requires all returns to be reviewed by PD-Rx management. PD-Rx will allow returns of any unopened six-packs or ten-packs for established accounts with a signed AFFIDAVIT STORAGE AND HANDLING form stating that the product has been stored properly according to FDA requirements. Returns must have the prior authorization number written on the outside of the box upon arrival. Due to new federal regulations each return must include copies of the original Track and Trace documents with the shipment or else the return will be refused.

0 – 15 days	no charge
15 – 30 days	25% restocking fee
After 30 days	no returns accepted

Please notify PD-Rx of any problems or return within 24 hours of the shipment arrival, so that we can help you receive the best service available. Our toll-free number is **1-800-299-7379**.

Jurisdiction and Choice of Law: This agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma, without regard to conflict of laws, and the courts of Oklahoma City. Oklahoma shall have exclusive jurisdiction in any controversy relating to or arising out of this agreement.

Signature and Guaranty: "I, the undersigned, do hereby state that the above information and any information in any financial statement attached hereto is true and correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. I realize that you expect to investigate my credit. I authorize you to obtain (if you desire) a credit report from any credit-reporting agency, including (among others) a consumer-reporting agency. I realize that if you do so obtain such an investigative consumer report that I have a right, upon making written request, to disclosure of the nature and substance (except medical information) of the investigation requested. I further authorize any bank with whom I (or where appropriate, the corporation) am doing or have done any type of business to give all necessary information to you which will assist in your credit investigation, and **RELEASE ANY CLAIM I (AND WHERE APPROPRIATE, THE CORPORATION OR LIMITED LIABILITY COMPANY) MAY HAVE FOR BREACH OF CONTRACT OR INVASION OF PRIVACY BECAUSE OF INFORMATION FURNISHED TO YOU.** I understand and agree that this New Account Information Form, when accepted by PD-Rx Pharmaceuticals, Inc., constitutes a binding agreement between the parties hereto, and that the terms of sale set forth above hereby constitute a part of this agreement. Also, I agree to pay the collection costs and reasonable attorney's fees incurred upon default of any of the charges due and consent that such costs and fees shall be made part of any judgment rendered thereon."

If this account is for a corporation or limited liability company, the undersigned(s) personally guarantee payment of all indebtedness to PD-Rx Pharmaceuticals, Inc. my signature below is as an officer of the corporation or member of a limited liability company and as a personal guarantor of any and all indebtedness of the account holder to PD-Rx Pharmaceuticals, Inc. incurred hereunder.

PD-Rx HEREBY EXCLUDES AND DISCLAIMS ANY WARRANTY ARISING OUT OF THE USE OF THE PD-Rx NET, PD-Rx LINK OR WEB DISPENSING SOFTWARE PROGRAM OR THE PHARMACEUTICAL PRODUCTS SOLD, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOST PROFITS OR REVENUE OR OTHER EXPENSES.

SIGNED BY: _____ DATE _____

PLEASE PRINT NAME: _____

PLEASE FAX THIS COMPLETED FORM (2 PAGES) TO YOUR REPRESENTATIVE:

Fax#

PD-Rx Pharmaceuticals, Inc.

P: 1-800-299-7379 F: 1-405-942-5471

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Oklahoma City, OK 73127