

ICM DISTRIBUTING COMPANY  
1755 Enterprise Parkway, Suite 200  
Twinsburg, Ohio 44087-2277  
Phone (800) 848-9692  
FAX (800) 958-3294

Date \_\_\_/\_\_\_/\_\_\_

**CREDIT APPLICATION**

Rep Name \_\_\_\_\_

Legal Business Name: \_\_\_\_\_  
dba / Trade Name: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Toll-free (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

The Owners, Partners or Officers are:

Name (____) ____ - _____	Title	Home Address
Home Telephone #	S.S.#	Employed by

Name (____) ____ - _____	Title	Home Address
Home Telephone #	S.S.#	Employed by

Type of Business: ( ) Corporation ( ) Partnership ( ) Limited Partnership ( ) Sole Proprietorship  
FEIN: \_\_\_\_\_  
Year Business Started \_\_\_\_\_ Under present ownership since \_\_\_\_\_ State incorporated / chartered \_\_\_\_\_  
Premises are: ( ) Owned ( ) Leased Landlord name, address and phone: \_\_\_\_\_

Payment terms requested: ( ) Open credit ( ) Credit card ( ) COD

**Trade References:** Please provide non-drug wholesaler references

Name & Acct #	City, State	Telephone #	Fax #
Name & Acct #	City, State	Telephone #	Fax #
Name & Acct #	City, State	Telephone #	Fax #

**Bank Information:**

Bank Name: \_\_\_\_\_ Phone \_\_\_\_\_  
Street Address: \_\_\_\_\_ FAX: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Business Account # \_\_\_\_\_  
Contact: \_\_\_\_\_ Checking ( ) Savings ( ) Loan ( )

See Standard Terms and Conditions Attached

## ICM Distributing Company

For value received, receipt of which is hereby acknowledged, the undersigned Customer agrees to the following terms and conditions:

1. ALL SALES BY ICM DISTRIBUTING COMPANY ("ICM"), ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF SALE. THESE TERMS AND CONDITIONS OF SALE ARE INCORPORATED BY REFERENCE INTO EACH AND EVERY SHIPMENT, INVOICE AND RELATED DOCUMENT OF ICM. ANY CONTRADICTIONARY TERMS IN ANY DOCUMENT SENT BY A CUSTOMER ARE DEEMED TO BE OBJECTED TO AND ARE OF NO EFFECT.
2. Payment of the purchase price for goods and/or services acquired from ICM shall be made pursuant to the terms set forth herein, and pursuant to any exhibits attached hereto and made a part hereof. The undersigned hereby agrees to pay all charges, accounts or monies according to the payment terms established herein. The entire outstanding balance due to ICM on all invoices shall become due in full immediately upon default in the payment of any invoice. Default is defined as (i) failure to pay when due pursuant to the terms hereof, or (ii) a failure to comply with any other of the Standard Terms and Conditions.
3. All Sales made by ICM to Customer are subject to these Standard Terms and Conditions of sale of ICM and any other written agreement between ICM and Customer. Customer agrees and acknowledges that, prior to entitlement to purchase goods from ICM, Customer must execute and acknowledge ICM's Credit Application & Standard Terms and Conditions.
4. Customer agrees to pay, without notice of default, a late payment fee in the amount of 2% per month, or the highest rate permitted by law, whichever is less, on any amounts due and owing until paid.
5. Customer agrees to pay all costs of collection incurred by ICM, including but not limited to reasonable attorneys' fees and expenses, should a default in payment or any other obligation of Customer occur.

## ICM Distributing Company

6. This Application and all transactions between the Customer and ICM shall be governed by and interpreted in accordance with the laws and decisions of State of Ohio. Customer agrees to the jurisdiction of the State of Ohio for the bringing of any action and the resolution of any dispute. Customer agrees not to contest same.
7. Customer agrees to pay a \$25.00 service charge for each insufficient funds or returned check to ICM, regardless of reason.
8. **Title:** F.O.B. ICM Distributing Company, Twinsburg, Ohio. Title and risk of loss of goods shipped shift to Customer upon delivery by ICM to the carrier.
9. **Minimum Order:** Minimum order is \$100.00.
10. **Tax ID:** ICM sells wholesale only. ICM requires a valid vendor's license number and a tax exempt form for its files.
11. **Remedies:** Upon nonpayment of any amount due to ICM, ICM may, at Customer's expense, repossess any goods sold to Customer for which Customer has not paid. Customer agrees to allow ICM or its representative access to the goods for repossession by ICM. Credit for repossessed goods will be at the lowest sales price for such goods less any costs or expenses of ICM.
12. Attached hereto and made a part hereof are the following Exhibits:
  - a. Exhibit A – Blanket Certificate of Exemption
  - b. Exhibit B – Guaranty of Payment
  - c. Exhibit C – Payment Terms, Credit Limit and Freight Terms (To come upon review of Credit Application).

## ICM Distributing Company

I (we) understand that the information furnished to ICM on this Application is for the purposes of obtaining credit privileges from ICM. I (we) further authorize any person having information as to our firm (myself, ourselves) to release financial information and credit reports to ICM.

I am (we are) authorized in my (our) capacity, to bind my (our) firm for any and all credit privileges that you advance to us, as well as agree to these Standard Terms and Conditions. It is further understood and agreed that all accounts or monies due to ICM shall be due and payable in accordance with these Standard Terms and Conditions and at the office address so noted herein as well as on invoices and other documents evidencing my (our) firm's obligations to ICM, all of which are incorporated herein by this reference.

Legal Name of Firm \_\_\_\_\_ (“Customer”)

Trade Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

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

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

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Customer Name \_\_\_\_\_ Customer # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zipcode \_\_\_\_\_ - \_\_\_\_\_

*A. If your business is exempt from paying state, county, or city sales taxes, please complete this section:*

**BLANKET CERTIFICATE OF EXEMPTION**

*The undersigned hereby claims exemption to purchases of tangible personal property from:*

**ICM DISTRIBUTING COMPANY**                      *on and after*

(date) \_\_\_\_\_ and certifies that this claim is based upon the

purchaser's proposed use of the items purchased, the activity of the purchaser, and both, as shown hereon:

**For resale in the form in which the same is, or is to be, received.**

*This certificate shall continue in force until revoked and shall be considered a part of each order given to the above named vendor unless the order specifies otherwise. Phone # \_\_\_\_\_*

Purchaser's Activity \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Vendor's License #** \_\_\_\_\_

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**GUARANTY OF PAYMENT**

*For valuable consideration, each of the undersigned, jointly and severally, hereby unconditionally guarantees the payment when due of each and every indebtedness or liability, whether now existing or hereafter arising, of*

\_\_\_\_\_ (Legal Business Name),  
dba \_\_\_\_\_ (Trade Name),

\_\_\_\_\_ (state where qualified to do business)  
a \_\_\_\_\_ (type of business –

\_\_\_\_\_  
corporation/partnership/limited liability company/etc.) (“Customer”) to ICM Distributing Company, (“ICM”). Each of the undersigned hereby waives notice of the acceptance of this Guaranty and of any and all obligations or liabilities incurred by the Customer and further waives presentment, notice, protest, demand or action or delinquency in respect of any such obligation or liability (including any obligation of ICM to sue or otherwise enforce payment by the Customer). Each of the undersigned agrees that this Guaranty shall be valid and shall not be affected by any waiver by ICM of any default, any increase in the indebtedness, extension of payment terms by ICM, renewals, failure on ICM's part to exercise any remedies it may have against any collateral or the release of any collateral. Each of the undersigned waives any claims against the Customer for contribution or subrogation.

**AGREED TO BY:**

\_\_\_\_\_ (an individual)

Print name: \_\_\_\_\_

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

\_\_\_\_\_ (an individual)

Print name: \_\_\_\_\_

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