



MEDLINE INDUSTRIES, INC., THREE LAKES DRIVE, NORTHFIELD, IL 60093
And its wholly owned consolidating subsidiaries, MedCal Sales LLC, an Illinois corporation And
Medline Industries Holdings, L.P., a Delaware corporation

CUSTOMER AGREEMENT FOR CREDIT CARD PURCHASES ONLY

NOTE: To expedite the establishment of your new account with Medline, please complete in its entirety. Once completed and signed, please fax the application to (847) 837-2765. Acceptable Credit Cards are: Master Card, Visa, & American Express

REQUIRED INFORMATION

Do you have a contact at Medline? _____ (no) _____ (yes) **Name of Contact:** _____

SOLD TO INFORMATION

Registered Company Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax Number _____ FEIN # _____
 (do not use social security #)

Contact Person Name: _____ Yrs in Business _____ # of Employees _____ # of Facilities _____

List any other entities or affiliates we should consider when reviewing your application.

Company Name _____ Medline Account Number _____

Address _____ City _____ State _____ Zip _____

PLEASE SELECT TYPE OF BUSINESS

- | | | |
|------------------------------------|--------------------|------------------------|
| Assisted Living | Home Health Agency | Nursing Home |
| DME/HME Dealer | Hospice | Pharmacy |
| Dental Office | Hospital | Physician Office |
| Dialysis Center | Insurance Carrier | Surgery Center |
| Emergency Medical Services | Laundry | Scientific Products |
| Federal, County, or State Facility | | Other (please explain) |

CHANNELS OF TRADE:

1. Do you intend to ship or resell Medline products Outside the United States, either directly or through a freight forwarding company? Y _____ N _____
2. If the answer to question 1 is yes, please identify the countries: _____.
3. Do you intend to bid on any government contracts, and/or ship or resell Medline products to any governmental entity including but not limited to, military facilities, APO /FPO addresses outside the continental United States (Conus)? Y _____ N _____
4. If the answer to question No. 3 is yes, please identify the government contracts/ent _____.
5. Do you intend to sell Medline products on the internet? Y _____ N _____
6. Do you intend to resell Medline products to any third party that sells via the internet? Y _____ N _____
7. If the answer to question No. 6 is yes, please identify the third parties: _____.

***TAX EXEMPTION REQUIREMENTS:** *For Tax Exemption or Resale Status, a VALID tax exemption or resale certificate MUST be received before an account can be established. Each State has specific legal requirements regarding the exemption of sales and use tax. However; in ALL CASES, the name of the entity listed as the "SOLD TO" or selling party, must match the legal name of the entity the certificate was issued under by the state taxing authority.

Medline Industries & Subsidiaries has sales and use tax nexus in every state and is therefore required by law to charge sales tax unless a valid certificate is provided. In the majority of the states, if the "SOLD TO" is NOT registered for exemption within the "Ship To State", and Medline will be drop shipping on your behalf to your customers or affiliates located within that state, tax will be assessed. In a limited number of States, a home state resale certificate, along with a No Nexus form may satisfy the requirements for exemption. This documentation must be provided at the time the account is established and must be periodically updated as required to receive an exemption from sales tax.

Please select reason for exemption:

Not for Profit/Charitable _____ **State/Federal Government** _____ **Resale** _____ **Direct Pay** _____

State Registration Number _____

States Exempt _____

SIGNED AND DATED W9 IS REQUIRED TO ACTIVATE YOUR ACCOUNT

NOTICE: Prescription Drug and Prescription Device Licensing Requirements

Before placing an order for a prescription drug and/or prescription device, Medline is required to obtain a copy of a valid license that authorizes these purchases in your state. Examples of acceptable licenses are Facility Pharmacy License; Institutional Pharmacy License; Wholesale Drug (or Device) Distributor License (both, if your state has separate licenses for drugs/devices); and a Physician Authorization Form with a copy of the physician/medical director's license. Additionally, teaching institutions that are not required to obtain licenses in their state must provide a letter to certify Rx products are used for teaching purpose only. Failure to submit the appropriate license, or authorization, will result in deletion of Rx items from your order(s). Please note: the address on the license must match the address of your bill to and/or ship-to location. If you have questions regarding this Rx requirement, please contact our Medline Regulatory Affairs Department at 847-643-3884. Fax all licenses to 866-914-2586 or email us at licensing@medline.com.

€ REQUIRED – Check this box to acknowledge understanding of the above prescription drug and prescription device requirement

BY COMPLETING AND RETURNING THIS APPLICATION TO MEDLINE, THE APPLICANT REPRESENTS THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT. THE APPLICANT AGREES IF ANY OF THE INFORMATION BECOMES OUTDATED, OR IF APPLICANT LEARNS OF A POSSIBLE OR PENDING CHANGE IN OWNERSHIP OR MANAGEMENT OF ANY OF ITS FACILITIES, IT WILL IMMEDIATELY NOTIFY MEDLINE. THE APPLICANT FURTHER AGREES THIS AGREEMENT SHALL BIND APPLICANT'S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND INURE TO THE BENEFIT OF MEDLINE. BY SIGNING THIS AGREEMENT YOU ARE AUTHORIZING US TO SEND YOU ADVERTISEMENTS VIA FAX AND OR EMAIL. MEDLINE RESERVES THE RIGHT TO ADD A CREDIT CARD PROCESSING FEE TO ALL TRANSACTIONS. CUSTOMER AGREES PRODUCT PURCHASED FROM MEDLINE WILL NOT BE RE-SOLD, DISTRIBUTED, EXPORTED, OR OTHERWISE DISPOSED OF CONTRARY TO ANY RELEVANT LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO LAWS AND REGULATIONS PERTAINING TO EMBARGOED COUNTRIES AND ANTI-BOYCOTT REGULATIONS. CUSTOMER FURTHER AGREES THAT IT SHALL NOT RESELL MEDLINE BRAND PRODUCTS TO OTHER DISTRIBUTORS AND RETAILERS FOR RESALE PURPOSES, BUT RATHER SELL THE MEDLINE BRAND PRODUCTS ONLY TO CUSTOMERS FOR THEIR OWN USE. IN THE EVENT THE CUSTOMER BREACHES EITHER OF THE FOREGOING OBLIGATIONS, CUSTOMER SHALL PAY MEDLINE, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, 15% OF THE PRICE OF THE PRODUCTS IMPROPERLY ACQUIRED AND/OR DIVERTED.

IF THE APPLICANT WOULD LIKE TO PURSUE OPEN CREDIT TERMS AT A FUTURE DATE, A STANDARD MEDLINE CREDIT APPLICATION WILL BE REQUIRED BEFORE OPEN CREDIT TERMS ARE CONSIDERED.

FOR APPLICANT

By: _____ Signature: _____
(Print name)

Title: _____ Date: _____

Email Address _____