

Credit Application

1 of 2

Company ProfileCompany Name
_____Address

(Street)

(City)

(State)

(Zip Code)

Phone
_____Fax
_____Contact Person
_____Email
_____Mobile Phone
_____Ownership: Corporation Partnership Sole Owner Federal Tax I.D. #
_____Type of Business
_____Date Established
_____No. of Employees

Bank References**Checking** Bank Name
_____Account #
_____Address

(Street)

(City)

(State)

(Zip Code)

Phone
_____Fax
_____Contact Person
_____Email
_____**Savings** Bank Name
_____Account #
_____Address

(Street)

(City)

(State)

(Zip Code)

Phone
_____Fax
_____Contact Person
_____Email

Trade References**1.** Company Name
_____Account #
_____Address

(Street)

(City)

(State)

(Zip Code)

Phone
_____Fax
_____Contact Person
_____Email

Credit Application

Trade References (continued)

2.	Company Name	Account #		
	Address			
	(Street)	(City)	(State)	(Zip Code)
	Phone	Fax		
	Contact Person	Email		

3.	Company Name	Account #		
	Address			
	(Street)	(City)	(State)	(Zip Code)
	Phone	Fax		
	Contact Person	Email		

Names of Company Principals

Name	Title
Home Address	Phone
Email	Social Security #
Name	Title
Home Address	Phone
Email	Social Security #

By affixing their signatures below, the undersigned (of if a corporation, the corporate authorized officers / agents agree 1.) that the information contained herewith is true and correct, 2.) to pay when due, all invoices from Spinal Technology, LLC, 3.) that in the event of default of payment when due all costs of collection, including attorney's fees and court costs, shall be paid by the Applicant, 4.) to authorize Spinal Technology, LLC to investigate any references herein listed or statement or any other data obtained from any person pertaining to the credit worthiness or financial responsibility of the applicant. By signing this document personal guarantee is part of this agreement.

Signature	Title	Date
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Signature	Title	Date
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SPINAL TECHNOLOGY, LLC
TERMS AND CONDITIONS

1. **Payment Discount and Exclusions:** UNLESS OTHERWISE SPECIFIED HEREIN, DISCOUNTS APPLY TO CUSTOM SPINAL PRODUCT ONLY; Discount excludes materials, stock items, and freight.

2. **Conditions to Payment Discount:** In order to qualify for discounts on eligible invoices, if any, ALL invoices must be paid current. Payment discounts may be altered or amended based on CUSTOMER's order volume. ST reserves the right to review payment terms for volume discounts on a quarterly basis and may adjust CUSTOMER's Payment Discount based on changes in order volume.

3. **Payment:** ST will submit an invoice to CUSTOMER for Product delivered to CUSTOMER. CUSTOMER agrees to timely pay all charges incurred on its account. CUSTOMER shall include its CUSTOMER NUMBER on all correspondence with ST. Payments shall be made to **Spinal Technology, LLC, 191 Mid Tech Drive, W. Yarmouth, MA 02673. For alternative payment methods, contact Accounts Receivable a.r@spinaltech.com.**

4. **Shipping Terms:** All orders are F.O.B shipping point., prepaid and added to invoice, unless CUSTOMER provides ST with third party shipping information . ST and CUSTOMER may enter into a separate freight agreement with ST as an addendum to these terms.

5. **Default:** Invoices more than ninety (90) days past due may result in a hold on CUSTOMER's account until all invoices are paid current. CUSTOMER will pay a **late charge of the lesser of 1.5% per month (18% per annum) or the maximum interest allowed by law on all past-due sums until paid in full.** CUSTOMER agrees to reimburse ST for all collection agency fees, expenses, costs, and attorney's fees incurred by ST to enforce its rights under these terms and/or to collect past-due invoices.

6. **Returns:** All Products are deemed accepted five (5) days after ST's delivery of Products unless CUSTOMER notifies ST, in writing, of any nonconforming Products within that period. Upon timely rejection, ST shall, at its option, replace any nonconforming Products with conforming Products or credit the purchase price. CUSTOMER may return non-custom, stock Products within ninety (90) days of invoice date and receive a credit of the purchase price less a twenty percent (20%) restocking fee, provided the stock Products are unopened and in good, resalable condition, as determined by ST. CUSTOMER will incur all shipping costs associated with conforming (non-defective) Product returns and returns of non-custom, stock Products that do not meet the above criteria.

7. **Limited Warranty.** ST warrants for a period of ninety (90) days from the date of shipment of the Products, when the Products are fabricated from an acceptable impression, scan or accurate measurement of the patient, as solely determined by ST, that such Products materially conform to specifications and are free from defects in material and workmanship. During the ninety (90) day warranty period, ST will repair or replace the Product, as necessary, and as determined in ST's sole discretion. This warranty shall run only to the original purchaser of the Product and shall be the sole and exclusive remedy of CUSTOMER for non-conformance of Product.

DISCLAIMER - EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SPINAL TECHNOLOGY, LLC MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS AND DISCLAIMS ALL WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW.