

Credit Application

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Company Profile

Company Name

Address

(Street)

(City)

(State)

(Zip)

Phone

Fax

Business Contact

Email

Phone

Accounts Payable Contact

Email

Phone

Ownership:

Corporation

Partnership

Sole Owner

Federal Tax ID #

Type of Business

Date Established

No. of Employees

How did you hear about Spinal Technology?

Company Principals

Name

Title

Home Address

Email

Phone

Name

Title

Home Address

Email

Phone

Bank References

Checking

Bank Name

Account #

Address

(Street)

(City)

(State)

(Zip)

Phone

Fax

Contact Person

Email

Savings

Bank Name

Account #

Address

(Street)

(City)

(State)

(Zip)

Phone

Fax

Contact Person

Email

Credit Application

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Trade References

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

By affixing their signature below, the undersigned (if a corporation, the corporate authorized officer / agent) agrees 1.) that the information contained herein 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; 5.) that the Terms and Conditions of purchasing products from Spinal Technology, LLC have been read, understood and agreed to. By signing this document personal guarantee is part of this agreement.

Signature_____
Date_____
Name (printed)_____
Title

PURCHASE TERMS AND CONDITIONS

1. **Payment and Payment Terms.** ST will issue an invoice to CUSTOMER for Products delivered to CUSTOMER. CUSTOMER agrees to pay all charges incurred on their account in full and when due, in accordance with their assigned Payment Terms. Payment Terms are calculated from the invoice date. Payments shall be in the form of check, wire transfer or credit card, and made payable to **Spinal Technology, LLC, 191 Mid Tech Drive, West Yarmouth, MA 02673**. CUSTOMER shall include its assigned CUSTOMER Account Number on all correspondence with ST, and if not provided with payment, remittance information shall be provided to ST's Accounts Receivable Department by mail, or by emailing a.r@spinaltech.com.
2. **Discount Exclusions and Adjustments.** The following is applicable only to CUSTOMERs that have been expressly granted a Trade Discount: **UNLESS OTHERWISE SPECIFIED HEREIN, TRADE DISCOUNT APPLIES TO CUSTOM SPINAL PRODUCT AND CERTAIN COMPONENTS ONLY**; Prosthetic Products, materials, stock items and freight are not eligible for Trade Discount. ST may modify CUSTOMER's Trade Discount from time to time based on CUSTOMER's order volume or payment history. ST reserves the right to review CUSTOMER's order volume and payment history on a quarterly basis and, in its discretion, adjust the applicable Trade Discount to reflect changes in order volume or payment performance.
3. **Default.** Invoices more than sixty (60) 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.
4. **Shipping Terms.** ST shall ship Products Free Carrier (FCA), as defined in Incoterms® 2020, from ST's designated shipping facility ("ST Shipping Point"). Risk of loss or damage of the Products shall transfer to CUSTOMER upon delivery of the Products to the carrier at ST Shipping Point. CUSTOMER shall be responsible for any loss or damage occurring thereafter, subject to any rights CUSTOMER may have against the applicable carrier or other responsible party. Shipping costs shall be prepaid by ST and added to CUSTOMER invoice to be paid in accordance with CUSTOMER's Payment Terms. Alternatively, CUSTOMER may provide ST with third-party shipping information or may enter into a separate freight agreement with ST as an addendum to this Agreement.
5. **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) Products returned and returned non-custom, stock Products that do not meet the above criteria.
6. **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 Products, as necessary, and as determined in ST's sole discretion. This warranty shall run only to the original purchaser of the Products and shall be the sole and exclusive remedy of CUSTOMER for non-conformance of Products. ST reserves the right to modify or update this Limited Warranty from time to time without prior notice. The most current version of our Limited Warranty is available on our website.

DISCLAIMER - EXCEPT FOR THE WARRANTY SET FORTH ABOVE, ST 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.