



Battle Creek Equipment Company
 PO Box 629 / 702 S Reed Rd
 Fremont IN 46737
 Phone **269-962-6181** / Toll Free **800-253-0854**
 Fax **269-962-8058**
 Email orders@BattleCreekEquipment.com

APPLICATION FOR CREDIT

Company Name:		Phone:	
Billing Address		Fax:	
Billing City:	Billing State/Province:	Billing Postal Code:	
Shipping Address:		Country:	
Shipping City:	Shipping State/Province:	Shipping Postal Code:	
Estimated Annual Customer Sales: <input type="checkbox"/> \$0 - \$1M <input type="checkbox"/> \$1 - \$10M <input type="checkbox"/> \$10M - \$50M <input type="checkbox"/> \$50M+		Active Dun & Bradstreet Account: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Sales Tax Status: <input type="checkbox"/> Taxable <input type="checkbox"/> Exempt* <input type="checkbox"/> Resale* <i>* - if a Reseller or Exempt customer, please see Resale and Exempt box below.</i>	
*	Website or URL:	Federal Tax #	
Purchasing Contact:	Purchasing Phone:	Purchasing Email address:	
Sales/Customer Service Contact:	Sales/Customer Service Phone:	Sales/Customer Service Email address:	
Accounts Payable Contact	Accounts Payable Phone:	Accounts Payable Email address:	
Other Contact:	Other Phone:	Other Email address:	

* **RESALE and EXEMPT CERTIFICATE LINK**
 If Sales Tax Reseller or Sales Tax Exempt, please enclose of copy of your Resale or Tax Exempt Certificate
 Note – to download a Resale Certificates by State click on, or copy the following link:
<https://bstocksolutions.zendesk.com/hc/en-us/articles/216904506-Resale-Certificate-Form-by-State>

OTHER CREDIT INFORMATION

Estimated Annual BCE Purchases:	If any Order below Free Shipping Level: <input type="checkbox"/> Add freight to Invoice <input type="checkbox"/> Bill freight to account:	Type of Credit Account desired: <input type="checkbox"/> Open Account Credit Application <input type="checkbox"/> Credit Card Sales ONLY, Open Account not requested
Wholesaler / Distributor: <input type="checkbox"/> Drug <input type="checkbox"/> Rehab <input type="checkbox"/> Med/Surg <input type="checkbox"/> VA/Gov <input type="checkbox"/> Export <input type="checkbox"/> Chiro/Massage		
Dealers: <input type="checkbox"/> Pharmacy/Drugs <input type="checkbox"/> HHC Store <input type="checkbox"/> PT/OT/Rehab <input type="checkbox"/> Massage <input type="checkbox"/> eCommerce <input type="checkbox"/> Chiropractor <input type="checkbox"/> Adventist Affiliate <input type="checkbox"/> Other _____		

OWNERS/OFFICERS

Name of Owner/Officer:	Title:	Phone:
Name of Owner/Officer:	Title:	Phone:
Name of Owner/Officer:	Title:	Phone:

Initials _____



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BANK INFORMATION (May be omitted if applying for Credit Card Sales only and Check Here)

Bank Name:			Phone:		
Bank Address			Fax:		
Bank City:	State:	Zip:	Account Number:		
Bank Contact Name:			Email Address:		

CURRENT SUPPLIERS (May be omitted if applying for Credit Card Sales only and Check Here)

Name:			Phone:		
Address:			Fax:		
City:	State:	Zip:	Account Number:		
Contact Name:			Email Address:		

Name:			Phone:		
Address:			Fax:		
City:	State:	Zip:	Account Number:		
Contact Name:			Email Address:		

CREDIT CARD AUTHORIZATION

A credit card is required to open ALL new accounts, and the initial order will be charged to the credit card at the time of the initial shipment. If Open Account Credit is approved, your credit card information will be retained after the initial order, and BCE may charge the credit card for any future invoices not paid according to payment terms. If the credit card is charged for any future invoice not paid according to the payment terms, the payment terms for this account will be automatically be changed *from* Open Account Credit back *to* Credit Card Sales.

VISA Mastercard Discover

Card Number _____ Exp. Date _____ Security Code _____

Billing Name _____

Billing Address _____

Billing City _____ Billing State _____ Billing Postal Code _____

I/we certify that all information on this form is correct, and I/we fully understand and agree to Battle Creek Equipment Company's (BCE) attached **Terms and Conditions of Sale** and agree to pay all invoices according to the payment terms as agreed to in writing with BCE. I/we also authorize BCE to verify our Bank and Supplier information.

Signed By:	Title:	Date:
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TERMS AND CONDITIONS OF SALE

- 1. Parties.** "Company" means Battle Creek Equipment Co., a Michigan corporation. "Customer" means the entity or person submitting the purchase order to Company.
- 2. Application.** These Terms and Conditions of Sale define the relationship of Customer and Company and apply to all sales of products, parts and/or supplies (individually and collectively, "Products") by Company to Customer. Customer acknowledges and agrees that these Terms and Conditions of Sale are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Products by Company to Customer (such documents are collectively referred to as the "Agreement").
- 3. Quotation Expiration.** Written quotations are valid for a period of thirty (30) days unless otherwise noted by Company. Company will have the right to withdraw any quote which has not been accepted by Customer within such thirty (30) day time period.
- 4. Pricing.** Prices for Products and other related information shown in any Company or manufacturer product publication including, but not limited to, catalogs, brochures and websites are subject to change without notice. Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes or charges of any nature whatsoever imposed by any governmental authority unless otherwise expressly noted by Company.
- 5. Taxes.** Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Company and Customer shall be paid by Customer in addition to the invoiced price. In the event Company is required to pay any such tax, fee or charge, Customer shall reimburse Company therefor or, in lieu of such payment, Customer shall provide Company at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
- 6. Terms of Payment.** Unless otherwise specifically agreed in writing by Company, the total price is due and payable to Company, without setoff or other deductions or charges, are either due upon shipment paid by credit card, or net thirty (30) days of Company's invoice, if open account credit has been approved in advance in writing. Any amounts due by Customer to Company which are unpaid on or after thirty (30) days of Company's invoice will bear interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Company of any rights and remedies in connection with a default by Customer. Customer will pay all court costs, attorneys' fees and other costs incurred by Company in collecting past due amounts, including interest. If shipment or delivery of Products is delayed by or at the request of Customer, payment still be paid on shipment by credit card on the date of the invoice, or if open account is approved, will remain due and payable in full, thirty (30) days from the date of Company's invoice. In such event, Company may also impose, and Customer shall pay, storage charges and other incidental expenses incurred by Company as a result of the delay, in addition to any interest on late payments as described above.
- 7. Security Interest.** As security for payment of all amounts due to Company, Customer grants to Company a security interest in all Products sold by Company to Customer, and Company will have all rights of a secured party under the Uniform Commercial Code with respect to such Products. Customer appoints Company as its attorney-in-fact with authority, at Company's option, to take such actions as Company deems reasonable in the circumstance to perfect the above security interest in any one or more jurisdictions, and Customer shall pay all applicable filing fees.
- 8. Limited Warranty.** For a period of one (1) year from the date of delivery of all Products (except for Thermophore® items, in which case the warranty period shall be two (2) years from the date of delivery), Company warrants to Customer that the Products manufactured by Company will be free from defects in material and workmanship. If within such warranty period it shall be proven to Company's reasonable satisfaction that any Product is defective, such Product shall, at Company's option, be repaired or replaced at Company's expense. The above warranties do not extend to any loss or damage due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Company's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Company. EXCEPT AS

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EXPRESSLY SET FORTH ABOVE, COMPANY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY THAT THE PRODUCTS PURCHASED UNDER THE AGREEMENT MEET THE SPECIFICATIONS AND/OR INTENDED USE OF CUSTOMER AND COMPANY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO.

9. Delivery. Company will use commercially reasonable efforts to insure on time delivery, provided that any delay in shipment shall not relieve Customer of its obligations under the Agreement. In no event shall Company be liable for any loss, damage or expense incurred by Customer or any of its customers arising from late or non-delivery of Products. Customer shall pay all shipping, freight and insurance costs associated with delivery of the Products, and Customer shall be responsible for filing and pursuing claims with carriers for any loss of or damage to the Products while in transit.

10. Title and Risk of Loss. Title to and risk of loss or damage to the Products will pass to Customer upon delivery by Company F.O.B. Company's facility.

11. Inspection and Acceptance. Customer shall have a period of four (4) days from the date of delivery of the Products to inspect the Products and notify Company of any defect or deficiency. In the event of any defect or deficiency, Customer must give written notice thereof to Company within the above inspection period and permit Company the opportunity to inspect such Products. Failure by Customer to give such notice constitutes unqualified acceptance of the Products. Customer's sole remedy for any defects or deficiencies in the Products which are discovered by Customer within the inspection period and validated by Company shall be replacement of such Products (in the case of a defect) or shipment of further Products (in the case of a deficiency). In no event shall Customer be permitted to reject any shipment to the extent of a deficiency in the Products delivered.

12. Cancellation or Termination. In the event of cancellation of the Agreement by Customer following Company's commencement of performance hereunder, or in the event of default under the Agreement by Customer which is not cured within thirty (30) days after notice by Company, Customer will pay to Company, on demand, all direct and indirect costs (including without limitation all applicable restocking or cancellation charges including reimbursement for direct costs assessed by the manufacturer) incurred directly or indirectly by Company in connection with the Agreement, all as reasonably determined by Company, plus any profit to be negotiated with Customer. In no event, however, will any amount payable by Customer under the Agreement exceed the total price payable by Customer for the Products.

13. Returns. All return of Products will be pursuant to Company's instructions and shall require a Return Authorization Number ("RA#"). Customer must contact Company for a RA# and return information prior to returning any Products. Returning Products without a shipment-specific RA# may result in refusal of the return, delayed and/or denial of credit. All returned Products are subject to a 20% restocking fee and must be in an unused and saleable condition for Customer to receive any remaining credit. No returns shall be accepted following thirty (30) days after delivery of the Products to Customer.

14. Changes. Company reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computation, which may exist in the Agreement.

15. Technical Support. Unless otherwise specifically provided on the quotation or invoice, the Agreement does not include any services of Company in connection with installation, testing or evaluation of the Products. Company will, however, consistent with its capabilities and subject to scheduling acceptable to Company, make available to Customer, at Customer's expense, technical support services relating to the Products at the rates then imposed by Company, together with any out-of-pocket expenses incurred by Company, in connection with such technical support. The sole remedy of Customer in connection with any acts or omissions of Company in the provision of such technical support will be the provision of further technical support to Customer reasonably required to correct the act or omission.

16. Modifications and Waiver – Entire Agreement. Neither party has rights, warranties or conditions expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the entire agreement between Company and Customer and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision of the Agreement will be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure of either party to insist upon strict performance of the Agreement will not be construed as a

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waiver of any term or condition of the Agreement. Any document submitted by Customer to Company confirming its intention to purchase Products described in the Agreement (purchase orders, releases or other documents of purchase) will be deemed to constitute a confirmation and acceptance of the Agreement, even if such document states terms in addition to or different from those in the Agreement. All agreements between Company and Customer will be solely under the terms and conditions of the Agreement and these Terms and Conditions of Sale, and Company objects to any and all such additional or different terms contained in any document submitted to Company by Customer. Any execution by Company of any other document submitted by Customer in connection with the purchase of Products does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms and Conditions of Sale but will constitute only acknowledgment of receipt of such document. In addition, notwithstanding any terms contained in any documents submitted by Customer in connection with the purchase of Products described under the Agreement, the acceptance of delivery by Customer of Products described in the Agreement will constitute a course of conduct constituting Customer's agreement to the terms and conditions of the Agreement and these Terms and Conditions of Sale, to the exclusion of any additional or different terms and conditions.

17. Limitations on Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL THE TOTAL, AGGREGATE LIABILITY OF COMPANY UNDER THE AGREEMENT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY. FURTHER, IN NO EVENT WILL COMPANY BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PROPERTY OR LOSS OF USE. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

18. Compliance with Laws. Customer will be responsible for compliance with any and all federal, state or local laws or regulations respecting safety or respecting use of the Products and shall indemnify and hold Company harmless from and against any and all claims of violations of such laws or regulations or other claims of personal injury or property damage directly or indirectly related to the installation, maintenance or operation of the Products.

19. Force Majeure. Company shall not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including, without limitation, acts of God, acts or omissions of Customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, or delays in transportation or transportation embargoes. In the event of such delay, Company's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

20. Export Controls. Products supplied hereunder may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision in the Agreement to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any Products or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Company and Company's supplier will be relieved of any further obligation relative to the sale and delivery of the Products subject to such denial without liability of any kind relative to Customer or any other party.

21. Governing Law. The Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Customer and Company consent to the exclusive jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to the Products shall be in applicable state or federal courts located in Michigan. Any cause of action or claim the Customer may have must be commenced within one (1) year after the claim or cause of action arises or it shall be forever barred.

22. Waiver of Jury Trial. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

23. Authority. Each signatory represents that it has all requisite authority to execute the Agreement on behalf of its principal and that the Agreement is fully enforceable against such principal in accordance with its terms.

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PERSONAL GUARANTY

Whereas, _____ (Customer), (hereinafter called the "Customer"), desires to transact business with and obtain credit or a continuation of credit from Battle Creek Equipment Company, a Michigan corporation (hereinafter called "BCE");

Whereas, BCE is unwilling to extend or continue credit to the Customer unless it receives a guaranty of the undersigned covering the Liabilities of the Customer to BCE, as hereinafter defined.

Now, therefore, in consideration of the promises and of other good and valuable consideration and in order to induce BCE from time to time, in its discretion, to extend or continue credit to the customer unconditionally, to guarantee the payment of all liabilities of the Customer to BCE of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by BCE by assignment or otherwise, whether matured or unmatured and whether absolute or contingent (all of which are herein collectively referred to as the "Liabilities of the Customer").

The undersigned agrees that, with or without notice or demand, the undersigned Guarantor shall reimburse BCE, to the extent that such reimbursement is not made by the Customer, for all expenses (including counsel fees) incurred by BCE in connection with any of the Liabilities of the Customer or the collection thereof.

This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Customer with BCE; provided, however, that the undersigned may be noticed in writing, delivered personally to or received by registered mail by the Credit Manager of BCE at BCE's Address, terminate this guaranty with respect to all Liabilities of the Customer incurred or contracted by the Customer or acquired by BCE after the date on which such notice is so delivered or received.

All monies available to BCE for application in payment or reduction of the Liabilities of the Customer may be applied by BCE in such manner and in such amounts and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of the Customer as BCE may elect, and the obligations pursuant to this guaranty shall not be affected by any surrender or release by the Customer of any other security held by it for any claim hereby guaranteed.

The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by BCE to the Customer (b) presentment and demand for payment of any of the Liabilities of the Customer (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any of the Liabilities of the Customer; (d) all other notices to which the undersigned might otherwise be entitled; and (e) any demand for payment under this guaranty. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Customer or any other person or to require that: resort be had to any security or to any balance of any deposit account or credit on the books of BCE in favor of the Customer or any other person.

No delay on the part of BCE in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the undersigned or of the right of BCE to take further action without notice or demand as provided herein; not in any event shall any modifications or waiver of the provisions of this guaranty be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the state of Michigan and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State, and no defense given or allowed by the laws of any other state of the United States of America shall be interposed in any action hereon unless defense is also given or allowed by the laws of the State of _____ (Customer's State/location).

By:

Guarantor Printed Name: _____

Guarantor Signature: _____ Date _____

Guarantor Address: _____

Witness Signature: _____