



UPDATED 8.1.2009

FOR OFFICE USE ONLY
Code & Territory:
Sales Representative Name: \_\_\_\_\_

CREDIT APPLICATION

Section I - GENERAL INFORMATION

- 1. APPLICANT'S LEGAL NAME:
2. APPLICANT'S BUSINESS ADDRESS Main Office Phone # Main Office Fax #
SHIPPING ADDRESS (only if different than business address)
BILLING ADDRESS (only if different than business address)

Section II - FINANCIAL INFORMATION

- 3. BUSINESS TYPE (Check One): Proprietorship Partnership (S) Corp (C) Corp LLC Other
4. Federal Tax I.D. # State I.D. # (This # must correspond with an attached sales tax exemption certificate.) State of Incorporation
5. LIST ALL OTHER NAMES UNDER WHICH YOU HAVE OPERATED OR ARE CURRENTLY OPERATING (i.e., d/b/a, f/k/a, a/k/a, etc.):
6. PLEASE LIST ANY AFFILIATED BUSINESSES (Include addresses) (Attach extra sheet if necessary)
7. LIST NAME OF PROPRIETOR, PARTNERS or OFFICERS OF APPLICANT (Attach extra sheet if necessary).

Table with 5 columns: Name, Title, % Owned, Home Address, Social Security No. (repeated 3 times)

- 8. LIST NAMES AND ADDRESSES OF OTHER HEALTH CARE COMPANIES IN WHICH ANY OF THE INDIVIDUALS OR ORGANIZATIONS LISTED IN QUESTION #7 ABOVE ALSO HAVE AN OWNERSHIP INTEREST (i.e., owner, partner or officer):

Table with 3 columns: Name of Individual/Company, Name of Affiliated Company, Address of Affiliated Company (repeated 2 times)

- 9. IF YOU ARE PART OF AN OWNERSHIP STRUCTURE, PLEASE LIST, IN ORDER, ALL ENTITIES WITHIN THE CHAIN OF CONTROL OF THE APPLICANT THROUGH THE PARENT ENTITY:

- 10. PRIMARY BUSINESS CONTACT Name Title Telephone No. Email Address

- 11. HOW LONG HAS BUSINESS BEEN UNDER PRESENT OWNERSHIP? Year Business Started Number of Employees

- 12. ESTIMATED MONTHLY PURCHASES ESTIMATED INITIAL PURCHASE TERMS REQUESTED (subject to credit approval)

- 13. CREDIT REFERENCES: Other Manufacturers and/or Suppliers (Include Name, Address, Phone #, Contact, Account #, High Credit and Amount Owed)

Table with 7 columns: Supplier, Address, Phone, Contact, Account #, \$ High Credit Amount, \$ Amount Owed (repeated 2 times)

- 14. NAME OF BANKS: (Include Account Number, Address & Phone)

Table with 4 columns: Bank, Account #, Address, Phone #

- 15. WILL GOODS PURCHASED BE RESOLD? YES NO If yes, in what form? AS IS RE-MANUFACTURED RE-PACKAGED INTERNATIONALLY OTHER

- 16. ARE THERE CURRENTLY ANY SUITS, LIENS OR JUDGMENTS FILED AGAINST APPLICANT OR ITS BUSINESS, AND/OR HAS APPLICANT OR ITS BUSINESS EVER FILED FOR BANKRUPTCY? YES NO If yes, please describe

- 17. TYPE OF BUSINESS OF APPLICANT:

Grid of business types with checkboxes: ACUTE, AMBULATORY (CON'T), LABORATORY, RETAIL WHOLESALE, OTHER

**Section III – AGREEMENT AND DISCLOSURES**

- 1. As an inducement for CareFusion\* to accept orders from or otherwise extend or make available credit to Applicant, the undersigned Applicant hereby agrees to comply with the following terms of sale, should CareFusion elect to extend such credit.
2. Pricing and payment terms are determined at the time an offer is presented to Applicant.
3. The Applicant acknowledges and agrees that it does not and will not redistribute any product distributed by CareFusion to the secondary market, including but not limited to) CareFusion self-manufactured products.
4. If CareFusion does not receive payment in accordance with the payment terms or based upon credit considerations deemed relevant to CareFusion, then CareFusion may refuse to deliver the product covered by this Agreement (the "Product"), refuse additional orders, modify payment terms, place the Applicant on C.O.D., modify Applicant's cost of goods, limit or terminate the extension of credit and will be entitled to any other remedies available at law or in equity.
5. All payments shall be made in full, in good funds, either by check or electronic funds transfer (either by wire or automated clearinghouse), and in accordance with the payment terms.
6. Applicant agrees that Product will be purchased under CareFusion's standard terms and conditions as in effect from time to time or such other terms and conditions as set forth in a vendor agreement between Applicant and CareFusion.
7. Without limiting CareFusion's rights under law or in equity, CareFusion (including its affiliates, subsidiaries, parent or related entities, collectively or individually), may exercise a right of set-off against any and all amounts due Applicant.
8. Applicant agrees to all the terms and conditions of this Agreement and the Terms and Conditions.
9. All Applicable taxes including Federal Excise Tax will be collected as part of the sale.
10. All information provided in this Application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from CareFusion.
11. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial.

**Section IV – AUTHORIZED SIGNATURE**

Print Legal Name As It Appears On the Application in Section I By: Authorized Signature Title By: Printed Name Of Signator Date

**Section V – SECURITY AGREEMENT**

This agreement is made \_\_\_\_\_, 200\_\_, between CareFusion, whose principal address for purposes of this agreement is, \_\_\_\_\_ and Applicant, whose address is listed above as well as any and all other business addresses, ("Applicant") who hereby agree as follows intending to be legally bound: Applicant hereby grants to CareFusion a security interest in all personal property of the Applicant, wherever located and whether now owned or hereafter acquired:

All goods, equipment, inventory, accounts, accounts receivable, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing (including, without limitation, all prescription files, patient lists, signs, appliances, cash registers, computers, computer software, shelving, check-out counters, compressors, freezers, coolers, display cases, customer records, sundries, tobacco products, prescription and over-the-counter pharmaceutical products, health and beauty aids, home healthcare products and general merchandise and supplies); all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "Collateral").

This agreement secures all obligations of Applicant to CareFusion, whether now existing or hereafter arising, to CareFusion. The secured obligations include without limitation, principal, interest, service charges, costs, attorney's fees, or other amounts, matured or unmatured, obligations to make payment for all merchandise or services purchased by Applicant from or on the credit of CareFusion, and any obligations, debts and liabilities of any nature owing to CareFusion whether evidenced by this or any other agreement or arrangement between Applicant and CareFusion, whether any such obligations are now or hereafter evidenced by open account, promissory notes or other documents, whether any such obligations have been directly or indirectly acquired by CareFusion and irrespective of any guarantees or other security now or hereafter given for any such obligations.

APPLICANT

By: Applicant Signature
Its: Officer Title

CAREFUSION CORPORATION:

By: CareFusion signature
Its: Officer Title

**Section VI – GUARANTEE**

The undersigned Principal(s) of Applicant, by reason of their interest in Applicant and as an inducement for CareFusion to extend credit to Applicant, hereby personally, jointly and severally, irrevocably, and unconditionally guarantee to CareFusion and its subsidiaries, affiliates and successors, and assigns (each a Guaranteed Party) the prompt and full payment (and not merely the ultimate collectability) and performance of all obligations of Applicant to each Guaranteed Party, whether now existing or hereafter arising. The undersigned authorize CareFusion to verify this information and/or additional information by obtaining data from a credit reporting agency. If Applicant or its business is hereafter sold, this guaranty shall continue to apply to all credit thereafter made available to that Applicant or its business (as the case may be) until such time as CareFusion has received 5 days advanced written notice (via certified mail, return receipt requested) that Applicant and/or Personal Guarantor(s) will no longer be responsible for credit thereafter made available with the respect to that Applicant or its business.

THE UNDERSIGNED PERSONAL GUARANTOR ACKNOWLEDGES THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY CAREFUSION FROM TIME TO TIME AS CAREFUSION MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.

By: PERSONAL GUARANTOR SIGNATURE
By: PERSONAL GUARANTOR SIGNATURE
By: PERSONAL GUARANTOR SIGNATURE

By: PRINTED NAME OF PERSONAL GUARANTOR DATE
By: PRINTED NAME OF PERSONAL GUARANTOR DATE
By: PRINTED NAME OF PERSONAL GUARANTOR DATE

\*The term "CareFusion" shall mean collectively all subsidiaries, related and affiliated companies of CareFusion Corporation, a Delaware corporation whether existing now or in the future.