

BURLINGTON DRUG COMPANY, INC.

APPLICATION FOR NEW ACCOUNT & CREDIT APPLICATION

Legal Name of Store/Business: _____ FED ID # _____
 Trade Name of Store/Business: _____
 Store Street Address: _____ Town/City: _____
 County: _____ State: _____ Zip Code: _____
 Billing Address: _____ E-Mail Address: _____
 Telephone #: (_____) _____ Fax #: (_____) _____
 Type of Business: _____
 Type of Ownership: Corporation LLC Partnership Sole Proprietor

Owners:
 Name _____ Title: _____ % of Ownership _____ SS # _____
 Home Address: _____ Own Rent

Name _____ Title: _____ % of Ownership _____ SS # _____
 Home Address: _____ Own Rent

Do you own your store real estate? Yes, Name on deed: _____ Present Value: _____
 No Monthly Lease Payment: _____ Years Remaining: _____
 Landlord: _____ Telephone: _____

How long has present owner operated this business? _____ Estimate amount of inventory: _____

Has applicant filed for bankruptcy either personally or on behalf of any business in the last ten (10) years? Yes No
 If yes, date and court of filing: _____ Credit Requested \$ _____

Has there been or are there ongoing investigations concerning Applicant and/or any principal/partner by Medicaid, Medicare, DEA, FDA.
 Third Parties or any government body? Yes No If "Yes", please indicate the name of individual, corporation/partnership, circumstances and status: _____

Identify all outstanding obligations owed by Applicant and liens on applicant's assets (Notes, UCC's, chattel mortgages, pledges of inventory, pledging of receivables). Include the type of lien, date filed, party secured, and current balance. _____

Bank Information

Name of Bank: _____ Contact: _____
 Phone: (_____) _____ Account #: _____ Account Type: _____
 Loans Outstanding (*Dollar Amount*): _____ Line of Credit: _____

List Three Major Trade Suppliers / Credit References (Must include current primary supplier)

	Name	Account #	Phone #	Avg. Purchases
1.	_____	_____	_____	\$ _____
2.	_____	_____	_____	\$ _____
3.	_____	_____	_____	\$ _____

Required Attachments

- Copy of Rx Label Copy of DEA Registration Copy of State Board of Pharmacy License
 Copy of Sales Tax Exemption (Resale) Certificate, # _____ Copy of the Two Most Recent Primary Supplier Statements

Established Business: A copy of your latest financial statement is beneficial in establishing a line of credit.

New Business: Please supply information regarding experience in this new line of business, personal credit references, and any other general information, which may help to establish the credit record of this new business.

Owner's Signature: _____ Date: ____/____/____

Owner's Name Printed: _____

Co-Owner's Signature: _____ Date: ____/____/____

Co-Owner's Name Printed: _____

BURLINGTON DRUG COMPANY, INC. - TERMS AND CONDITIONS

The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute a contract between the Applicant and Burlington Drug Company, Inc. ("Burlington Drug")

1. Applicant warrants that all information set forth in this application is a true representation for the purpose of obtaining credit, goods, and services from Burlington Drug. Any willful misrepresentation shall constitute a default by the Applicant in its agreement with Burlington Drug, and shall result in disqualification of Applicant as a customer of Burlington Drug.
2. The signatories here to hereby authorize Burlington Drug to check our personal and business credit reports, and contact our credit references provided, and agree to release all persons, companies, or corporations using or supplying such information, including Burlington Drug, from any claims and/or losses that may result therefrom.
3. Burlington Drug may in its sole discretion, at any time, without prior notice, discontinue service, change Applicant's credit terms, cost of goods, discount, services or programs and require payment in cash before shipment of any and all merchandise. Applicant waives any and all claims against Burlington Drug for said conduct.
4. Applicant agrees to pay all invoices when due per the terms on the invoice and statement. Applicant further agrees to pay the 1.5% per month (18% per annum) finance charge/interest on past due invoices as stated in current policies on our invoices.
5. Payments for purchases made from the 1st through the 15th of the month are due at Burlington Drug's office on the 25th of the **same month**. Purchases made from the 16th through the **end of the month** are due on the 10th of the **following month**. Terms other than stated above must be in writing and signed by all parties as an amendment to this contract.
6. Applicant understands, accepts and agrees that in the event the Applicant issues or supplies a check or ACH and such check/ACH (payment) is returned due to stopped payment or returns due to non-sufficient funds, Applicant shall be subject to a twenty-five dollar (\$25.00) service charge per rejection.
7. In case of default by Applicant, under this agreement with Burlington Drug, Applicant and Guarantor agree to reimburse all of Burlington Drug's reasonable costs of collection, including but not limited to, attorneys' fees, regardless of whether or not an action is commenced.
8. Burlington Drug's acceptance of any payment for less than the full amount of indebtedness owed (invoices, finance charges, interest and other charges) shall not constitute a waiver of Burlington Drug's right to collect the balance (notwithstanding any endorsement on any check or other instrument) and shall not be deemed an accord and satisfaction. Any waiver by Burlington Drug of any breach or default by Applicant shall not constitute a waiver of any subsequent or other breach or default.
9. Applicant agrees to notify Burlington Drug in advance of any change in ownership, transfer of company assets or other change in management or control of Applicant. Applicant further warrants that it shall not transfer/assign any open balance without the prior written consent of Burlington Drug. Upon the transfer of any ownership interest OR UPON A CHANGE IN MANAGEMENT OR CONTROL OF APPLICANT, Applicant agrees to immediately pay Burlington Drug all open invoices (whether or not due).
10. Applicant agrees to immediately notify Burlington Drug in writing of any of the following events and/or circumstances affecting Applicant or its owners/operators: bankruptcy (business or personal), disciplinary hearing, suspension, licensing, legal proceedings, judgments, liens or any change in financial condition.
11. In the event Applicant submits more than one Credit Application to Burlington Drug, the terms of each will be binding upon Applicant. In the event any terms are in conflict, the terms of the most recently executed Credit Application shall be binding for that particular issue.
12. Applicant agrees to abide by Burlington Drug's Return Goods Policy (as may be amended from time to time) and accept credits according to said policy.
13. GUARANTEE – As an inducement to Burlington Drug to extend credit to Applicant, the undersigned personally unconditionally guarantees prompt and full performance of all obligations due and owing by Applicant to Burlington Drug under this and/or any other agreement with Burlington Drug now existing or hereafter arising. In the event of default, Burlington Drug and/or any holder hereof is authorized to proceed against the undersigned, without first having to proceed against Applicant, for the full amount due, including but not limited to, late payment charges and interest. The undersigned further agrees to reimburse Burlington Drug all costs of collection, including reasonable attorneys' fees, regardless of whether or not an action is commenced. Guarantor's obligations are absolute, unconditional and continuing. The undersigned waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demands of whatever character to which the undersigned might otherwise be entitled, as well as any and all defenses to payment as permitted by law. The undersigned further consent to any extension granted by Burlington Drug and waives notice thereof. If more than one guarantor, the obligation of each shall be joint and several. Termination of this guarantee must be in writing, signed by Burlington Drug and undersigned, and in such event, shall only apply as to future obligations.
14. The undersigned, having the authority to bind the Applicant, acknowledges having read and reviewed this document, and further warrants, covenants and agrees to pay and perform all of the obligations secured by this Credit Application according to the stated terms.
15. Applicant agrees to promptly pay, when invoiced, all denied chargebacks for disallowed/ineligible contract pricing, and to look solely to the relevant manufacturer(s) and/or buying group(s) for redress (i.e. in the event a manufacturer disputes contract pricing, Applicant will be credited with the amount paid and will be re-billed at the non-contract price in effect at the time the product was shipped to Applicant). Said procedure shall apply regardless of the date that Applicant is notified by Burlington Drug of said denial and regardless of whether Burlington Drug publishes a lower price than is ultimately invoiced.
16. Applicant agrees to defend indemnify and hold Burlington Drug and its directors, officers, shareholders, employees and agents harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses (including without limitation reasonable attorneys' fees) arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of, or breach of this Credit Application and/or any other agreement by Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to Applicant by Burlington Drug, including claims for personal injury, death and/or property damage.
17. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
18. This agreement shall be construed and interpreted in accordance with the internal laws of the State of New York or the State of Vermont, State of New Hampshire, State of Massachusetts, State of Rhode Island, or State of Connecticut, at the election of Burlington Drug. The parties consent to the jurisdiction and forum of the courts of the State of New York or the State of Vermont and agree to designate the venue to be in either State or Federal Court in Albany, New York, or in the State of Vermont, State of New Hampshire, State of Massachusetts, State of Maine, State of Rhode Island, or State of Connecticut, as Burlington Drug shall so choose.

Legal Name of Store / Customer

Guarantor's Signature (as per paragraph 13)

Date

Owner's Signature

Guarantor's Printed Name

Date

Guarantor's Signature (as per paragraph 13)

Date

Co-Owner's Signature

Guarantor's Printed Name

Date