



To expedite the establishment of your new business account with Florida Imports Experts DBA Medical Gear Express; please complete in its entirety.
Once completed and signed, please fax the application to **(3054057462)**. (Please Print in Block Letters) or email to accountant@flashys.net
Florida Imports Experts DBA Medical Gear Express Sales Representative Name: Mariano Soto

APPLICANT INFORMATION

Type of Business:	<ul style="list-style-type: none"> • Hospital • Acute • Laundry • Dealer 	<ul style="list-style-type: none"> • Nursing Home • Primary Care • Supplier • Other _____ 	<ul style="list-style-type: none"> • Surgery Center • Specialty • Internet
Estimated Monthly Purchases \$	Requested Credit Limit \$		
Federal Tax ID _____			
Legal Company Name	Website Address		
Contact Name/Title	Phone No. & Ext.		
Date of formation	Annual Gross Sales	Email	
Address (Main Office)			
City	State	Zip Code	Country
Ownership Type:	<ul style="list-style-type: none"> • Limited Liability Company (LLC) 	<ul style="list-style-type: none"> • Limited Liability Partnership 	

If more than one Owner or Stockholder, please attach Owners'/Stockholders' information.

Principal Owner(s) or Stockholder(s)	Percent Owner
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BUSINESS BANK INFORMATION & COMMERCIAL REFERENCES

Primary Bank/Financial Institution	Account No.	Contact Name	Phone No.
			Ext No.
			Fax No.
Company Name	Company Address	Contact Name	Phone No.
			Ext No.
			Phone No.
Company Name	Company Address	Contact Name	Phone No.
			Ext No.
			Phone No.

BILLING & SHIPPING INFORMATION

Billing/Statement Address (If different than Main Office)			
	City	State	Zip Code
Accounts Payable Contact Person	Phone No. & Ext.		Fax
Email			

If more than one ship-top, please attach multiple Ship-to's Information

Shipping Address (If different than Billing Address)			
	City	State	Zip Code
Purchasing Agent Name	Phone No. & Ext.		Fax
Email			

TAX EXEMPTION REQUIREMENTS

• **If applicable, please attach this document to this application.**

For tax Exemption or Resale Status, a valid tax exemption or resale certificate must be received before an account can be established. The name on the entity listed as the "Sold To" or selling party must match the legal name of the entity the certificate was issued under by the state taxing authority.

PAYMENT TERMS AND CONDITIONS

The terms and conditions are found on pages 2 and 3 of this three page Application.

ACCEPTANCE AND APPROVAL



TERMS AND CONDITIONS OF APPLICATION AND COMMERCIAL ACCOUNT AGREEMENT

In consideration for Florida Imports Experts DBA Medical Gear Express. ("Company") permitting the undersigned entity ("Applicant") to make commercial purchases on an open account basis from the Company, the Applicant agrees that the following terms and conditions shall control with respect to all such sales:

1. The person(s) signing this commercial credit application and account agreement ("Application") warrants and represents to the Company that they have full authority to enter into this Application on behalf of the Applicant. Applicant represents that all materials purchased from the Company are for business or commercial purposes only and not for personal, family or household purposes. The Applicant understands that the submittal of this Application does not constitute a credit account until approved by the Company. Applicant further acknowledges and agrees that all accounts are COD (Cash-On-Delivery) until a commercial credit application has been completed, reviewed, and approved.

2. Applicant acknowledges that Company is not a lending institution, and this is not a revolving account. Applicant agrees to pay for all materials purchased from the Company on its commercial credit account in full within thirty (30) days of the original invoice date or as otherwise agreed to in writing among the Applicant and the Company. All accounts are due and payable at the address shown on the Company's invoice. Credit availability shall be at the sole discretion of the Company and may be terminated and/or changed at any time by the Company. The Company specifically reserves the right to require payment in cash for any shipment or delivery should the Company so determine.

3. Applicant agrees to pay interest on all past due amounts at a rate of 1.5% per month on the past due balance, but not to exceed the highest rate lawfully allowed in the State of Florida. Acceptance by Company of (i) less than full payment of any amounts due from Applicant, or (ii) any payment from Applicant without the accrued interest included, shall not be construed as a waiver of Company's rights hereunder or at law.

4. To the extent allowed by applicable law, the Applicant agrees to pay all costs of collection incurred by the Company relating to this Application or the Applicant's account including reasonable attorneys' fees, expert witness fees and costs, without regard to whether a lawsuit or arbitration is commenced. The laws of the State of Florida shall govern the terms and conditions of this Application and associated Commercial Account. Any action arising out of or relating to this Application or disputes concerning the Applicant's account commenced by the Applicant shall be brought by the Applicant exclusively in the state or federal courts located in Orlando, Florida. This choice of law and venue provision is a negotiated term and an integral part of the bargained for consideration for this Application.

5. This Application and Commercial Account Agreement is not intended to serve as the sales agreement pursuant to which Applicant shall purchase from Company certain materials, and the parties acknowledge that a separate, written sales agreement will be utilized to memorialize such purchases and sales.

6. As security from the payment of the obligations of the Applicant owing the Company under any sales agreement or outstanding invoice, the Applicant hereby grants to the Company a security interest in the goods described in such sales agreement or invoice, together with the proceeds thereof. The Applicant agrees to provide the Company with such financing statements and other documents as the Company may request in order to perfect its security interest. In addition, the Applicant appoints the Company as its attorney-in-fact to execute and file any such financing statement or statements necessary to perfect the Company's security interest.

7. The Company is hereby authorized to investigate the references listed in this Application pertaining to the credit and financial responsibility of the Applicant. In addition, the undersigned authorizes the Company to make any and all inquiries necessary to process this Application. As often as the Company may request, the Applicant will provide financial statements and such other financial information of the Applicant (and any guarantor of Applicant's account) as the Company shall request from time to time. In addition, the Company is authorized to obtain, from time to time, credit reports on the Applicant. The undersigned hereby consent(s) to the Company's use of a non-business, consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorize the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C.' 1681 et. seq.

Signature:

Signature:

Name Printed:

Name Printed:

8. EXCEPT AS EXPRESSLY SET FORTH IN A SEPARATE SALES AGREEMENT OR OTHER WRITTEN DOCUMENT SIGNED BY COMPANY, THE APPLICANT ACKNOWLEDGES ALL GOODS SOLD BY COMPANY WILL BE DELIVERED "AS IS", AND THAT SUCH GOODS SHALL BE PROVIDED BY THE COMPANY WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING SPECIAL OR CONSEQUENTIAL, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF GOODS PURCHASED FROM COMPANY.

9. In the event of any change in character of ownership of the Applicant's business whether by incorporation or otherwise, by addition of partners, members or any other change in the ownership interest of the Applicant, Applicant shall immediately notify Company. The Company will rely on the information provided in the Application until notified by Applicant to the contrary. Any notice contemplated by this paragraph shall be sent by the Applicant, by certified mail, return receipt requested, to the Company at the address shown on the then most current invoice.

By signing below, the Applicant acknowledges its agreement to the terms and conditions outlined above.

Name of Company or Entity:

Signed by:

Title

Name Printed:

Date:

Address: