



Pharma Pac
 1400 W. Grand Ave., Suite F, Grover Beach, CA 93433
 T 805-929-1333 E orders@pharmapac.com

Internal Use Only Client No: _____ Approve Date: _____ Terms: _____

CLIENT APPLICATION & AGREEMENT

Doctor Name: _____ License: MD DO DDS
First Name M.I. Last Name

Clinic Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____

DEA# _____ Medical License # _____

Type of Practice: _____

AUTHORIZED AGENTS: To order medications on behalf of practitioner:

Name _____ Position _____

Name _____ Position _____

PAYOR INFORMATION:

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____

Payor Contact Name: _____ email: _____

BILLING: Please send all invoices to: _____

Address: _____

City: _____ State: _____ Zip: _____



Pharmaceutical Products and Services. Pharma Pac shall provide pharmaceutical products and services and Doctor and Healthcare Provider jointly and severally agree to pay for all pharmaceutical products and services ordered by Doctor, Healthcare Provider and/ or one of our authorized agents listed above when due. It is expressly agreed that Doctor and Healthcare Provider jointly and severally assume all risks of storage and use of drug products, including controlled substances received pursuant to Doctor's and/or Healthcare Provider's orders. Doctor and Healthcare Provider agree to immediately notify Pharma Pac if they wish to terminate this agreement or Doctor wishes to leave Healthcare Provider and further agrees to a cool off, no contact/no use/ no hire of Pharma Pac provided sales, support or staff for six months following notification if Doctor and/or Healthcare Provider no longer maintain existing Pharma Pac volumes and services.

Guarantee of Payment: It is expressly agreed and acknowledged that without qualification or limitation, the undersigned Doctor personally guarantees to pay all debts and liabilities owed to Pharma Pac. This guarantee is a continuing guaranty and shall continue so long as credit is extended hereunder and it is expressly understood that it cannot be revoked except if agreed to in writing by Pharma Pac. Doctor waives notices of default, diligence, resort to security, rejoinder of debtor, or obligation to proceed first against debtor. In the event of litigation arising out of this agreement and/or this guaranty, the prevailing party shall be entitled to recover their attorneys' fees and costs. It is expressly agreed that this section is a material provision of this agreement and Pharma Pac would not have agreed to provide pharmaceutical products and services without this guaranty.

Doctor Guarantor Signature: _____ Date: _____

Guarantor Name: _____
(Please Print Name clearly)

Terms of Sale. Upon delivery of the products or services ordered by Doctor and/or Healthcare Provider, Pharma Pac shall bill the Payor or the referenced Doctor and/or Healthcare Provider in accordance with Pharma Pac's pricing then in effect. All invoices shall be due and payable in full no later than fifteen (15) days from the date of Pharma Pac's invoice with approved credit. Any invoice not paid within fifteen (15) days of the invoice date shall be subject to a late charge in the amount equal to 1.5% per month on the outstanding invoice balance. Should it become necessary for Pharma Pac to file suit to enforce payment of any charges, Payor, Doctor and Healthcare Provider agree that such suit may be brought in the County of San Luis Obispo, California, and the prevailing party shall be entitled to recover their court costs, attorneys' fees and interest at the rate of 10% per annum on all amounts found to be due and payable. All subsequent purchases are deemed made and payable at Grover Beach, California.

Jurisdiction: Should it become necessary for Pharma Pac to file suit to enforce payment, Payor, Doctor and Healthcare Provider agree that such suit may be brought in the County of San Luis Obispo, California, and the prevailing party shall be entitled to recover court costs, attorneys' fees and interest at the rate of 12% per annum on all amounts found to be due and payable. All subsequent purchases are deemed made and payable at Grover Beach, California.

Return Policy: In general, we provide at least 6 months or more until expiration date on all medications we ship. If a medication we ship you is short-dated or expired, we provide 100% credit unless you have authorized a short date order. (There are a few medications that have very short expiration dates due to their chemical nature. Those medications are not included in this policy.). If that item is shipped with an expiration dating greater than six (6) months, Pharma Pac will not award credit for the return. Upon receipt of shipment, you have 7 days to inform us of damage or error.

Applicable Laws: Pursuant to this agreement, each party shall comply with all applicable statutes, laws, regulations, rules, policies, standards, guidelines and procedures now in effect of hereinafter enacted, including but not limited to (i) laws regarding the provisions of insurance or healthcare services, including, but not limited to Medicare and Medicaid; (ii) the Prescription Drug Marketing Act, (iii) the Federal Controlled Substance Act; (iv) the Federal Food, Drug and Cosmetics Act; (v) any state laws relating to the purchase/sale/receipt/storage/shipment of pharmaceutical products (vi) the Drug Quality Security Act; and (vii) all governmental regulations including, but not limited to, all repackaging and disclosure requirements with respect to the pharmaceutical products being purchased, it is agreed that only duly authorized licensed registered individuals may purchase, store, administer, dispense or possess dangerous drug and controlled substances. If Payor is not an authorized healthcare provider, then the Payor may not possess restricted products provided by Pharma Pac under the terms of this agreement.



Pharma Pac Indemnification: Client shall defend, indemnify and hold harmless Pharma Pac from any costs (including attorney fees), and from any damages awarded against Client as a result of a third-party claim on Client's.

Miscellaneous: This agreement contains all of the terms and conditions agreed upon by the parties and may not be hanged orally and any and all waivers must be in writing. There are no representations or warranties other than as contained herein. No waiver or modification hereof shall be valid unless executed in writing with the same formalities as this instrument. Waiver of breach of any term or condition of this agreement shall not be deemed a waiver of any other subsequent breach, whether of like or of a different nature. This agreement shall not be changed orally. In the event of litigation or other dispute between the parties hereto related to this agreement, the prevailing party shall be entitled to recover their attorney's fees, including but not limited to, those incurred in connection with any and all arbitration proceedings, referenced proceedings, trails and all appeals therefrom.

This agreement shall be construed under the laws of the State of California applicable to contracts made and to be performed in that State. Each party hereto agrees to execute any and all documents which may be necessary or expedient and do such other acts as will further purposes hereof. This agreement shall be binding on each party, successor and assignee. In case any one or more of the provisions contained in this agreement, shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court, arbitrator or administrative agency having jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This agreement may be executed in several counterparts, each of which shall be deemed to be an original.

ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned accept the terms and conditions of sale as stated above:

On Behalf of the Doctor/Healthcare Provider:

Name _____ Title _____

Signature _____ Date _____

On Behalf of the Payor:

Name _____ Title _____

Signature _____

SETUP CHECKLIST:

Please submit the following documentation:

- ___ Faxed or scanned DEA Registration is on file
- ___ Faxed or scanned State License is on file
- ___ Initial medication order
- ___ DEA Questionnaire signed and is on file if needed

SERVICE AND SUPPORT:

Please check items if needed:

- ___ Dispensing software system
Name: _____
Site ID _____
- ___ Bar Code Scanner needed
- ___ Printer Labels needed
Dymo