

PROFESSIONAL'S CHOICE SPORTS MEDICINE PRODUCTS, INC.

2025 Gillespie Way, Suite 106, El Cajon, CA 92020, USA Phone • 619-873-1100 • 800-331-9421 • Fax 619-873-1110

Application for a Professional's Choice Authorized Dealership

Type of Ownership: ___ Sole Proprietorship ___ Partnership ___ Corporation ___ Subsidiary ___ Branch

Store Name: _____ Business Legal Name: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Contact Person: _____ Contact Person for Orders: _____

Principal Owner: _____ Home Phone: _____

Home Address: _____ City, State, Zip: _____

Years in Business: _____ Years in Business at this Location: _____ Tax Exempt No.: _____

Annual Sales: \$ _____ USD

Request to pay by credit card/COD/pre paid check. Request approval for payment terms.

BANK INFORMATION:

Bank Name: _____ Account No.: _____

Bank Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____

→**IMPORTANT:** Acceptance as an Authorized Dealer is not a guarantee of credit approval. Business must be open 24 months for consideration of Net 30.

CREDIT REFERENCES (Please do not use VF Corp., Wrangler Jeans, or Justin Boots as credit references):

Business Name _____ Business Name _____ Business Name _____

Address _____ Address _____ Address _____

City, State, Zip _____ City, State, Zip _____ City, State, Zip _____

() _____ () _____ () _____

Phone _____ Phone _____ Phone _____

() _____ () _____ () _____

Fax _____ Fax _____ Fax _____

Contact Account No. _____ Contact Account No. _____ Contact Account No. _____

→**IMPORTANT:** Please include a copy of your Tax Resale license. Failure to complete this form will invalidate your application.

Personal Guarantee

For and in consideration of **Professional's Choice** extending credit of my request to _____ (name of 'COMPANY') of which I am the _____ (title), I hereby personally guarantee to you the payment of any obligation of the COMPANY, and hereby agree to bind myself to pay you on demand any sum that may become due to you by the COMPANY whenever the COMPANY shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and the indemnity for such indebtedness of COMPANY. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification of renewal of the credit agreement hereby guaranteed.

Signature: X _____ **Title:** _____

Print Name: _____ **Date:** _____

Credit Agreement: I acknowledge receiving a copy of this application and declare my willingness to abide by the terms of payment of **Professional's Choice**. It is also agreed that I will pay a late charge of 1.5% per month of the total amount past due, and should default in payment occur I/my COMPANY will pay all reasonable collection costs, attorney fees and court expenses. If a suit is instituted due to non-payment, it is understood that California will be recognized as having venue and jurisdiction. Information provided on this form is given for the purpose of obtaining credit, and is warranted to be true. **Professional's Choice** is authorized to contact the references on this application to verify My COMPANY'S credit, financial history and experiences.

Signature: X _____ **Title:** _____

Print Name: _____ **Date:** _____

Professional's Choice Terms & Conditions

- Minimum opening order is \$3,000.00 (US dollars).
 - All first orders are pre-paid check, credit card or COD. No minimum re-order amount.
 - Dealer must have a "brick & mortar" retail location with normal business hours.
- All NSF checks will incur a \$30.00 (US dollars) fee. After two NSF checks, all orders will be shipped pre-paid by cashiers check, credit card or COD cash only.
 - Warranty adjustments are made directly through Professional's Choice only.

CREDIT APPROVAL - Acceptance of all Dealer orders is subject to final approval by the Credit Department at PROFESSIONAL'S CHOICE.

PROFESSIONAL'S CHOICE credit will be based in part on Dealer's acceptance of the following terms and conditions:

PAYMENTS - Checks should be made payable, in U.S Funds, to Professional's Choice Sports Medicine Products, Inc. All checks should be mailed to 2025 Gillespie Way, Suite 106, El Cajon, CA 92020. A payment will be considered on time if it is postmarked on or before the actual due date, and is received by PROFESSIONAL'S CHOICE at the above mentioned address no later than 10 days following the due date. "On Account" payments will be applied to outstanding service charges first, then to the oldest outstanding invoices. A returned check fee of \$30.00 USD will be assessed for all Non-Sufficient Funds (NSF) checks.

PAST DUE ACCOUNTS - Invoices not paid by the due date will be subject to a service charge of 1.50% per month, but not to exceed the maximum amount permitted by applicable state law. This service charge will be levied each month until all overdue balances are paid. Dealer hereby agrees to pay to PROFESSIONAL'S CHOICE any such service charges regardless of any purchase order or policy that Dealer may have to the contrary. Amounts withheld as a result of disputes will not be levied service charges to the extent disputed amounts are resolved in favor of Dealer. Disputed amounts resolved in the favor of PROFESSIONAL'S CHOICE and all other unauthorized overdue balances will be levied service charges.

COST OF COLLECTION, APPLICABLE LAW, VENUE AND JURISDICTION - If Dealer fails to pay any amount when due, including service charges and lost discounts, Dealer agrees to pay the full amount of any cost or expenses, including reasonable attorney's fees incurred by PROFESSIONAL'S CHOICE in the collection of such overdue amounts by litigation or otherwise. All orders from Dealer to PROFESSIONAL'S CHOICE shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made and to be performed in California. Dealer and Guarantor hereby agree that exclusive jurisdiction over any and all disputes between PROFESSIONAL'S CHOICE and Dealer or Guarantor shall be with the Federal and/or State courts of the state of California, County of San Diego. Dealer waives any argument or claim that the courts in San Diego, California are inconvenient. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

SHIPPING TERMS - F.O.B., our warehouse in El Cajon, California. Dealer assumes all insurance and delivery risks of loss or damage at F.O.B. shipping point as provided by law. The responsibility of determining shipping instructions is that of the Dealer. PROFESSIONAL'S CHOICE is not a transportation expert. If Dealer wishes PROFESSIONAL'S CHOICE to determine best shipping instructions, PROFESSIONAL'S CHOICE agrees to exercise only reasonable care and diligence and cannot be held responsible to determine the lowest cost alternative in all cases.

IMAP - Dealer agrees to abide by PROFESSIONAL'S CHOICE IMAP policy as outlined by PROFESSIONAL'S CHOICE determination of products covered.

BACK ORDERS - Back orders will be shipped as product becomes available. Questions regarding back orders and their status should be directed to the PROFESSIONAL'S CHOICE Dealer Service Department.

ORDER DISCREPANCY OR SHIPPING/DELIVERY CLAIMS - No shipping or delivery claims will be accepted unless made within 3 days after receipt of merchandise. All Dealer claims resulting from incorrect invoicing must be submitted to PROFESSIONAL'S CHOICE in writing within 15 days of the invoice date, or Dealer agrees to accept invoice as billed. PROFESSIONAL'S CHOICE will not make adjustments for claims after 15 days of the invoice date.

RETURN OF MERCHANDISE - No merchandise may be returned to PROFESSIONAL'S CHOICE without prior authorization from PROFESSIONAL'S CHOICE in the form of a Return Authorization number (RA). All packages without an RA number will be refused. Collect shipments will not be accepted. Dealer agrees to pay return and/or reasonable storage charges for merchandise returned without proper authorization regardless of the merits of the return. Liability for loss or damage shall rest with the Dealer until such return is duly authorized and accepted by PROFESSIONAL'S CHOICE. Authorized returns of non-defective merchandise will be credited against the Dealer's account at original purchase price, less a 20% restocking fee.

AUTHORITY OF PARTIES - No soliciting agent, sales representative or employee of PROFESSIONAL'S CHOICE shall have the power to waive any terms or provisions hereof, or incur additional obligations, or to make additional representations or warranties on behalf of PROFESSIONAL'S CHOICE, unless same are evidenced by an agreement in writing, signed by a duly authorized officer of PROFESSIONAL'S CHOICE. Signer and Dealer represents that he/she is a duly authorized agent for the Dealer, empowered to sign this document and that the information supplied on the Credit Application is true and accurate.

SECURITY - PROFESSIONAL'S CHOICE hereby retains and Dealer grants to PROFESSIONAL'S CHOICE a security interest in all goods described on Dealer's or PROFESSIONAL'S CHOICE order form and purchased hereunder, which shall continue until Dealer shall have paid PROFESSIONAL'S CHOICE the full amount due hereunder.

OTHER TERMS AND CONDITIONS - The terms specified herein and/or our order form and/or invoice and/or Dealer Memorandums are the only terms under which PROFESSIONAL'S CHOICE will sell its merchandise and shall be the governing terms and conditions should there be any inconsistency with Dealer's purchase contract. PROFESSIONAL'S CHOICE does not agree to different terms and conditions stipulated on Dealer's purchase order or similar document, correspondence or statements of policies, unless agreement is reached in writing, signed by a duly authorized Officer or General Manager of PROFESSIONAL'S CHOICE stipulating the acceptance by PROFESSIONAL'S CHOICE of such terms and conditions. The parties hereto agree that this Agreement is not intended to create and does not create a dealer/manufacturer relationship. Dealers located in the United States and/or Canada does hereby agree not to sell PROFESSIONAL'S CHOICE'S merchandise outside of the United States and/or Canada. Dealer and PROFESSIONAL'S CHOICE hereby agree that this Agreement may be freely terminated at any time by either party, with or without cause, by providing the other party with notice of termination. In no event shall PROFESSIONAL'S CHOICE be liable to Dealer or Guarantor for any indirect or direct lost profits, or other incidental, consequential, special or indirect damages, even if advised of the prospect of such damages arising out of, or in any way related to, the terms of this Agreement. This Agreement shall constitute the entire agreement and the understanding between PROFESSIONAL'S CHOICE and Dealer with respect to the subject matter hereof and supersedes any prior representation, arrangements and understandings between the parties on these subjects.

I have read, understand and will comply with the above policies and procedures and hereby give PROFESSIONAL'S CHOICE permission to verify the information I have provided and to check any references I may have given.

Signature: X _____

Manager/Owner

Print Name & Title

Date