

**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 for Orders: \_\_\_\_\_ Contact Person for Accounting: \_\_\_\_\_

Principal Owner: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Year Business Started \_\_\_\_\_ Years in Business at this Location: \_\_\_\_\_ Tax Exempt No.: \_\_\_\_\_

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

Annual Sales: \$ \_\_\_\_\_ USD

Request to pay by credit card

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 (Do not use VF Corp., E.R.S, 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.

**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, 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 obtaining credit, and is warranted 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: \_\_\_\_\_

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## Professional's Choice Terms & Conditions

- Minimum opening order is \$3,000.00 (US dollars). All first orders are credit card.
- No minimum re-order amount. Warranty adjustments are directly through Professional's Choice only.
- Dealer must have a "brick & mortar" retail location with normal business hours.

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

PROFESSIONAL'S CHOICE credit is 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 to 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. Invoices not paid by the due date are subject to a service charge of 1.50% per month. Not to exceed the maximum amount permitted by applicable state law. This service charge is charged 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. "On Account" payments are applied to outstanding service charges first, then to the oldest outstanding invoices. A returned check fee of \$35.00 USD is assessed for all Non-Sufficient Funds (NSF) checks. After two NSF checks on file, future orders will be shipped pre-paid credit card only.

**PAST DUE ACCOUNTS** - Amounts withheld by Dealer as a result of disputes will not be charged 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 due and payable at time of resolution. Past due invoices lose any applicable discounts or concessions agreed upon for order in advance of shipping. These amounts will be levied onto Dealer account for remittance and future shipments held until balance is paid.

**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 I-MAP 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 Customer 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 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 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 merchandise outside of the United States and/or Canada. Dealer shall only engage in retail sales to end users. Any sales by Dealer of the Authorized Products to sub-dealers, distributors, wholesalers, non-end users, or any other party that ultimately resells the products is strictly prohibited, unless agreed upon in writing by PROFESSIONAL'S CHOICE. Dealer and PROFESSIONAL'S CHOICE hereby agree that either party, with or without cause, may freely terminate this Agreement at any time 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.

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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