

5681 Independence Cir,
 Fort Myers, FL 33912
 Phone: 866-464-9779, Fax: 866-994-9779
 Email: info@heartwayusa.com
 Web: www.heartwayusa.com



HEARTWAY USA

LIFE OF BEAUTY. POWER MOBILITY.

Account Application

***To process request for credit terms, please complete/submit the following: Credit Application, Purchase Agreement, Blanket Resale Certificate, Certificate of Accreditation, and Proof of Surety Bond.*
*****Please PRINT/ KEY-IN the Application before printing & signing.**
 Sign & Fax to 866-994-9779 or Email to info@heartwayusa.com.

For Heartway Official Record Only
 Credit Terms Approved: _____
 Account Number: _____
 Date Account Opened: _____
 Sales Rep: _____

Company Details

Business Trade Name (DBA):			Legal Name:		
Address, City, State, Zip:				Main Contact	
				First:	Title: Last:
Phone:	Fax:	Web:		Email:	Ext:
Phone:		Fax:		Phone:	Ext:
Bill To Address:		Same as above		Accounts Payable	
Name:		Phone:		First:	Title: Last:
Ship To Address:		Drop Ship Same as above		Email:	
Name:		Phone:		Phone:	Ext:

Business Facts

Type of Entity			In Business Since:	# of Employee:
<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Subsidiary of Another Company (if so, please indicate info below*)				
*Name of Parent Company (if Any):		Federal Tax ID#:	Resale Permit#:	
*Address of Parent Company (if Any):		*Phone:	*Fax:	*Heartway Account# (if Any):
Annual Gross Sales:	Scooter/Wheelchair % to Total Sales:	Line of HEARTWAY Products Interested in:		
		<input type="checkbox"/> Power Scooter <input type="checkbox"/> Power Chair <input type="checkbox"/> Manual Wheelchair <input type="checkbox"/> Custom Rehab & Seating <input type="checkbox"/> Parts <input type="checkbox"/> Medicare Coded Items <input type="checkbox"/> Retail/Cash Deal Items		
Type of Business Model with HEARTWAY Products:				
<input type="checkbox"/> Regional Distributor/Wholesaler <input type="checkbox"/> DME Provider / Store Front <input type="checkbox"/> E-Commerce/ Drop Ship Program <input type="checkbox"/> Repair / Service / Parts <input type="checkbox"/> Other _____				

Details of Owners

% Ownership	First & Last Name:	Position:	Address, City, State, Zip:	Phone:	S.S.N.:
% Ownership	First & Last Name:	Position:	Address, City, State, Zip:	Phone:	S.S.N.:

Bank Reference

Name of Account Holder:	Bank Name:	Bank Account#:
Bank Address, City, State, Zip:	Bank Officer Name:	Phone: Fax:

Credit References (Must provide at least three)

Business/Trade Name:	Account#:	Address, City, State, Zip:	Phone:	Fax:
Business/Trade Name:	Account#:	Address, City, State, Zip:	Phone:	Fax:
Business/Trade Name:	Account#:	Address, City, State, Zip:	Phone:	Fax:

By completing this application, the company/officers/owners and/or guarantors agree and consent to allow Heartway USA to utilize the services of a credit agency for the purpose of investigating the applicant's credit worthiness. The customer also authorizes Heartway USA to conduct credit inquiry with Bank and Trade references. The undersign attests that the information is accurate and is an authorized signatory of the company.

Authorized Signature: _____ Title: _____ Date: _____

Print Name: _____

Purchase Agreement



5681 Independence Cir,
Fort Myers, FL 33912
Phone: 866-464-9779
Fax: 866-994-9779

(Effective Nov 11, 2013)

1. Parties

IMC-Heartway LLC dba Heartway USA is a Florida corporation, at 5681 Independence Circle, Fort Myers, FL 33912 (Seller) and _____ (Buyer), a _____ corporation, with a business address at _____.

2. Sale of Products

Upon the terms set out hereinafter, Heartway USA agrees to sell and Buyer agrees to purchase, power scooters, power chairs, and any related equipment. **(Products)**.

3. Placement of Order

Buyer will order Products by either (i) submitting a written order (via fax or email) to Heartway USA that includes the description and quantity of Products ordered, or (ii) verbally placing an order.

4. Price

All prices quoted are those in effect at date of quotation. The quoted price is valid for a period of 30 days unless otherwise stated. The Seller reserves the right to increase any price if material costs or wages increase after acceptance of order and before delivery. In such event the Seller will notify the Buyer of the increase in price and the Buyer shall have the right to cancel the order before shipping takes place, providing the Seller is notified of such cancellation within seven (7) days from the date of the Seller's advice of price increase. Unless otherwise stated in writing signed by Seller, prices are exclusive of all installation charges, and all sales, use, excise or other taxes or duties. Any applicable charge, tax or duty shall be borne by Buyer in addition to the prices quoted or invoiced.

5. Payment Terms

The price quoted is subject to payment in full in US dollars prepay or within 30 days of date of invoice, unless otherwise stated in writing by the Seller. The Seller reserves the right to impose a surcharge of 2% per month on accounts that are overdue for payment.

6. Resale Certificate

Buyer will have obtained a valid resale certificate or proof of exemption prior to executing this Agreement, and will maintain same in force and effect throughout the term of this Agreement.

7. Guaranty

Set out below is a signature line for a person or entity to guarantee Buyer's obligations to Heartway USA. Guarantor guarantees prompt, complete and satisfactory performance of the duties and obligations of Buyer under this Agreement. If Buyer defaults in performance of its obligations including Buyer's obligation to pay Heartway USA all amounts due under this Agreement, Guarantor will cause such duties and obligations to be performed and will pay to Heartway USA all amounts owed by Buyer plus all costs, expenses and fees associated with collection. If Guarantor defaults in the performance of its obligations, Guarantor will pay all costs and expenses, including reasonable collection/ attorney fees, incurred by Heartway USA in enforcing the Guaranty. The obligations of Guarantor will be co-existent with the obligations of Buyer and will be absolute and unconditional and will not be reduced or affected by any failure or omission to enforce any right against Buyer or Guarantor. Guarantor agrees that Guarantor will benefit for the execution of this Agreement and that Heartway USA would not have agreed to execute this Agreement without the execution of this guaranty.

8. Shipping & Handling

Shipping is normally by our approved carrier with delivery tracking. Shipping charges will apply to all orders and backorders. Shipping charges will be applied to the invoice unless Buyer requests "collect" shipment. Shipping cost will be the sole responsibility of Buyer. Such shipping cost include, without limitation, freight charges and accessorial charges (including, but not limited to, charges associated with lift gates, inside delivery, residential delivery, prior notification, re-consignment and re-delivery charges). Seller will charge a \$10.00 minimum order process fee for all purchase orders below \$50.00 in additional to the shipping charges.

9. Losses or Damage

The Seller shall not be responsible for any loss or damage in transit; in such event the Buyer should notify the carrier and the Seller in writing and lodge a claim in accordance with the carrier's regulations. The Seller shall not be liable for any loss or damage after the equipment has been delivered. Claims for alleged shortages can only be considered if made in writing to Heartway USA within two days of delivery and also filed with the appropriate shipping carrier.

10. Installation

Where the Seller undertakes the installation of the equipment or materials supplied in the Buyer's premise(s), the Seller shall not be responsible for any consequential loss or damage occurring as a result thereof, nor for third party claims in connection therewith.

11. Chargeback/ Reimbursement Fee

Seller will charge a ten dollar (\$10) processing and handling fee for reimbursement requests as a result of Buyer over paying an invoice, duplicating a payment or for existing credit memos on account. This applies to both credit card reimbursements and check requests.

12. Warranty

To the extent permitted by applicable law, all implied warranties, including but not limited to implied warranties of merchantability, no infringement and fitness for a particular purpose, are hereby excluded, and the Seller's liability in respect to defect or failure of the goods supplied, or for any loss, injury, or damage attributable thereto, is limited to making good by replacement or repair defects in the goods of our manufacture which under proper use, arise solely from faulty materials or workmanship within 12 months after the original goods were first shipped. Unless otherwise agreed in writing, such defective parts are returned free to the Seller. Any labor costs involved in refitting will be chargeable to the Buyer. The provisions set forth above state Seller's entire responsibility and Buyer's sole and exclusive remedy with respect to any breach of any warranty.

In the case of goods not of our manufacture these benefits shall be limited to the guarantee given to the Seller in respect thereof by the manufacturer.

13. Cancellation and Changes

Orders accepted by the Seller cannot be cancelled except with the Seller's consent and then only upon terms that would indemnify the Seller against loss. Buyer customized products or specific parts are considered non-cancelable or non-changeable unless otherwise approved in writing by Seller. Order changes (including but not limited to delivery date changes, quantity, etc...) will only be considered with a thirty (30) day advance written notice and is subject to approval by Seller. Seller does not guarantee that change requests will be granted. Seller reserves the right to refuse change requests and ship order according to original agreement. Buyer shall not hold Seller responsible for orders processed as originally acknowledged should Seller refuse to accept the change request.

14. Returns & Restocking Fees

Should the need arise for Buyer to return purchased product to Seller, *apart from warranty claims*, the following will apply:

- a) All products must be in new condition and in original packaging
- b) Seller reserves the right to refuse the returned product and ship the product back to Buyer, at Buyer's expense, should the product be considered un-sellable, obsolete or damaged
- c) All returns by Buyer must have prior written approval from Seller, and all returns must be within 30 days from the date product is shipped. RA number is required for all returns
- d) All returns will be shipped to Seller via freight prepaid. Seller will not cover freight charges
- e) All returns approved by Seller are subject to a 20% restocking fee
- f) Seller will issue credit for returns upon the evaluation of the product. Acceptance of return does not guarantee credit to Buyer until evaluation of the units has been completed and product is deemed new and re-sellable. Evaluation fees may apply. Seller will notify the Buyer in writing of such fees based on the evaluation of the returned product

Should the need arise for Buyer to return items under *warranty claim* for Seller's evaluation to issue credit memo or release credit card hold if any, original defective item(s) has to be returned to Seller within 60 days from the date replacement part(s) is shipped.

15. Injuries or Damage

The Buyer shall indemnify the Seller against all claims whether made under any contract or statute or under Common Law in respect of any loss or damage to any property whatsoever, or injury to any person whatsoever arising out of any defect in material or workmanship in connection with any goods manufactured and/or sold by the Seller, or any default or negligence on the part of the Seller's servants in connection with or during the carrying out of any work of the Seller on Buyer's or other person's property.

16. Infringement Indemnity

Seller will, and reserves the right to, defend, at its own expense, any claim, suit or proceeding brought against Buyer to the extent it is based upon a claim that any product purchased or licensed by Buyer from Seller infringes upon any U.S. patent, copyright or trade secret of any third party; provided that Buyer provides Seller (i) notice thereof within ten (10) business days of receipt by Buyer of such action or claim, (ii) full information and assistance in connection with the defense thereof, and (iii) sole control of the defense and settlement thereof. If Buyer complies with the provisions hereof, Seller will pay all damages, costs and expenses finally awarded to third parties against Buyer in such action. If the product sold or licensed to Buyer is, or in Seller's opinion might be, held to infringe as set forth above, Seller may, at its option, replace or modify such supply of product so as to avoid infringement or procure the right for Buyer to continue to use such supply of products. If neither of such alternatives is in Seller's opinion commercially reasonable, the infringing product shall be returned to Seller and Seller's sole liability, in addition to its obligation to reimburse awarded damages, costs and expenses as set forth above shall be to refund the amount paid for such products by Buyer. Seller will have no liability for any claim of infringement arising as a result of Buyer's use of products in combination with any items not supplied by Seller, or any modification of products by Buyer or third parties.

17. Limitation of Liability & Maximum Liability

LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF SERVICE, LOST PROFITS, OR LOSS OF DATA), INCURRED BY THE BUYER WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY AND REGARDLESS OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

