



CUSTOMER APPLICATION

Please fax back to **201-833-1790**
PLEASE ALLOW 3-5 BUSINESS DAYS FOR PROCESSING

Business Name and Billing Address

Name _____ Website Address _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____ E-mail Address _____

E-mail Invoices: YES NO

Shipping Address (if different from above)

Address _____ City _____ State _____ Zip _____

Order Contact _____ Order Confirmation: YES NO E-mail or Fax # _____

Type of Business _____ Date Est. _____ Dun & Bradstreet # _____

Owner's Name _____ Social Security # _____

Tax Identification # _____ State of Incorporation _____

The attached resale form must be completed in order to process this application.

Credit Card Information

Visa # _____ Exp. Date _____

MasterCard# _____ Exp. Date _____

American Express# _____ Exp. Date _____

Name as printed on card _____ Signature of Cardholder _____

Trade References

Name _____ Name _____ Name _____

Fax# _____ Fax# _____ Fax# _____

SHOULD IT BECOME NECESSARY TO COLLECT THIS ACCOUNT BY LEGAL PROCEEDING OR OTHERWISE, THE UNDERSIGNED, INCLUDING ENDORSERS, PROMISE TO PAY ALL COST OF COLLECTION INCLUDING REASONABLE ATTORNEY'S FEES.

We herein make application to Aetrex Worldwide, Inc. for credit and/or to update and reconfirm our existing accounts and balances with Aetrex Worldwide, Inc. If credit is granted, we promise to pay all bills when rendered. Past due accounts are subject to service charges of 1.5% per month (18% per annual). In the event payment is not made and this account is referred for collection, we will pay costs of collection equal to a minimum amount of 25% of the principal amount. Also, we understand interest on any unpaid balance will be charged at the highest rate authorized by law. If suit or action by an attorney is instituted, we promise to pay reasonable attorney fees in said suit or action. It is specifically understood that in the event of suit or action, it shall take place exclusively in Bergen County, New Jersey at the option of Aetrex Worldwide, Inc. and shall be governed by NJ Law. Customer understands that they are waiving their right to litigate outside of Bergen County, New Jersey. Applicants consent to Aetrex Worldwide, Inc. and/or its agents to verify and or supplement the information stated hereon. Applicant acknowledges that by providing credit card information, permission is granted to charge purchases to the card stated above.

We have read and agree to the terms and conditions, including the Standard Terms and Conditions of Sale, which are part of hereof, and we certify that the information supplied is true and correct to the best of our knowledge. The undersigned agrees to unconditionally guarantee payment of all sums owed pursuant to this Agreement and further agrees to its terms regarding venue. This is intended to be and is a continuing guarantee and shall not be revoked except by written notice to creditor.

Date _____ Signature of Owner or Principal _____ Title _____

Personal Guarantor Signature _____ Print Name _____

Aetrex Worldwide, Inc.

**414 Alfred Avenue
Teaneck NJ 07666**

**Phone # 800-526-2739
Fax # 201-833-1790**

AETREX WORLDWIDE, INC.--STANDARD TERMS AND CONDITIONS OF SALE

All sales by Aetrex Worldwide, Inc. and its affiliates (collectively "Aetrex") are subject to the following Standard Terms and Conditions (collectively "Terms"). "Goods" means any products sold by Aetrex. "Customer" refers to any person or entity purchasing Goods from Aetrex. The terms and charges below are superseded by any conflicting terms on Aetrex's price list, invoices issued to Customer by Aetrex, credit applications approved by Aetrex, or by the terms and conditions contained in any executed written agreement between Aetrex and Customer.

Agreement. All sales of Goods by Aetrex to Customer are governed by and subject to these Terms, as may be amended from time to time by Aetrex, which form a binding agreement between Aetrex and Customer (the "Agreement"). This Agreement incorporates by reference all additional terms and conditions stated in applicable price lists, product catalogs, order acknowledgments, electronic data interchange directives, and other documentation furnished by Aetrex to Customer ("Additional Terms"), if any. These Terms govern in the event of any conflict or inconsistency with any Additional Terms. This Agreement is a complete and exclusive statement of the terms and conditions of the agreement between Aetrex and Customer. Any changes to this Agreement are binding only if written and signed by both parties. Terms that are printed on or otherwise contained in a purchase order or other document prepared by Customer in addition to, in conflict with or inconsistent with these terms shall be inapplicable and shall have no force or effect. Customer's acceptance of delivery of, or full or partial payment for, the Goods shall constitute Customer's acceptance of these Terms.

Orders. All orders must be by purchase order submitted by Customer to Aetrex, and all orders are subject to final approval by Aetrex in Aetrex's sole discretion. Following approval by Aetrex, orders may not be changed or canceled without the written approval of Aetrex. Customer will reimburse Aetrex for all expenses and losses resulting from any Customer change or cancellation.

Prices. Prices of Goods will be those prices published in the then current price list in effect on the date that Aetrex accepts the order for Goods sold, or as specifically agreed by the parties in writing. Prices are subject to change without notice. Prices quoted are exclusive of all taxes, insurance, freight, and charges of any kind, including without limitation, sales, excise, use and property taxes. Customer agrees to pay all taxes and other charges, excluding any taxes based upon Aetrex's income.

Payment Terms. Full payment for all Goods is due in accordance with the terms and payment procedures stated in the order acknowledgement or invoice issued by Aetrex to Customer. All payments shall be made in U.S. Dollars, or other denomination directed by Aetrex if international transactions are involved. Discount terms for early cash payments will apply only if specified in the invoice. Invoices not fully paid by the specified payment date are deemed overdue, and unpaid balances will accrue interest at the highest rate permitted by law. Aetrex shall be entitled to suspend performance of any order or obligation to Customer until the Customer's account is current. If at any time Aetrex determines that Customer's financial condition, payment practices or credit rating does not justify a sale on credit, Aetrex has the right to require advance payment (CIA). Customer shall reimburse Aetrex for all expenses, including reasonable attorneys' fees, incurred in the collection of any delinquent account or enforcing its rights under these Terms.

Title to Goods. Title to and risk of loss of the Goods will pass to Customer upon delivery of the Goods to the Customer or the carrier at the shipping point. Customer grants Aetrex a security interest in the Goods and shall keep the Goods properly stored, insured and identifiable as subject to Aetrex's lien until full payment is made by Customer for the Goods. Aetrex reserves the right to enter Customer's premises to repossess Goods for which payment is overdue.

Delivery and Delay. Aetrex will deliver Goods to Customer Ex Works by the method of shipment and routing determined by Aetrex, except as otherwise specifically agreed in writing between Aetrex and Customer. Customer shall pay Aetrex for all delivery charges as established by Aetrex and stated in the invoice. Shipments are subject to the standard limitations on loss or liability imposed by the carrier. Any Delivery dates specified in an order acknowledgement are estimates only and time is not of the essence. Aetrex may deliver all of the Goods at one time or in portions from time to time. All deliveries are subject to modifications or cancellation due to events beyond Aetrex's reasonable control, including force acts of God and other force majeure events. Under no circumstances shall Aetrex be liable for any loss of profit or property, or for any direct, indirect, special, incidental, consequential or other damages caused by any delay or failure to deliver. If Customer causes or requests a delay, Customer shall reimburse Aetrex for all resulting damages, including without limitation, payment of reasonable storage expenses for the Goods during the period of delay or interruption. Aetrex reserves the right to charge, and Customer shall pay a drop shipment fee on all drop shipments in addition to normal freight charges, in an amount in effect pursuant to Aetrex's policies at the time of charge.

Credits and Chargebacks. Claims for credits and chargebacks will be considered by Aetrex only if: (1) received by Aetrex within sixty (60) days of ship date or reasonable delivery of the specific goods that are the subject of such claim and (2) submitted to Aetrex with a complete description identifying the specific goods and the reason that Customer is claiming such credit or chargeback. Credits and chargebacks may be denied by Aetrex in Aetrex's sole discretion and, without limiting the foregoing, will be denied without review if not submitted within the sixty (60) day period with required descriptions. Credits shall have no cash value. Credits must be used toward future purchases.

Permitted Sales. Customer is only permitted to resell the Goods to end-users as "first quality" goods at retail locations approved by Aetrex. Customer is prohibited from selling any Goods at a retail location not approved by Aetrex or to any party that Customer knows or has reason to suspect intends, directly or indirectly, to resell the Goods or transport the Goods elsewhere for resale. Customer will inspect all Goods for damage before offering them for sale and will not sell any Goods (including packaging materials) that are damaged or otherwise fail to qualify as "first quality" unless Aetrex has specifically authorized such sales in writing. Customer will not sell any Goods through catalogs other than those prepared or approved by Aetrex, television shipping channels, discount venues including "outlet" or "factory direct" malls or flea markets or through other direct marketing methods including direct mail, or door-to-door solicitation except as specifically authorized by Aetrex in writing. Customer is prohibited from promoting, advertising or selling any Goods through the Internet, computer "websites", or "home pages", computer on-line transactions or similar technology developed in the future, except as specifically authorized in a signed Internet Agreement between Aetrex and Customer. Aetrex may withhold or revoke its consent to any of the above at any time in its sole discretion.

Warranty. Aetrex warrants that upon delivery the Goods will be free from defects in material and workmanship under proper and normal use. Goods shall be considered "defective" if the defect materially impairs the value of the Goods for their intended use to Customer or the end-user. Aetrex further warrants that all Goods and services will be produced and furnished in accordance with applicable laws and regulations.

Remedies. In accordance with the terms of the limited warranty stated above ("Warranty"), Aetrex will repair or replace any defective Goods, in Aetrex's sole discretion, provided that written notice of the defect is received by Aetrex within thirty (30) days of the appearance of such defect. If notice is not given within this period, any claim for breach of warranty shall be conclusively deemed to have been waived and Aetrex shall not be liable under this Warranty.

Stock Returns. All sales are final and no return of nondamaged Goods will be accepted without prior written authorization from Aetrex. If Aetrex determines that it erred on the quantity, style, or other aspect regarding the initial shipment of Goods, Aetrex will authorize the return of saleable Goods and will forward Customer an authorization number provided the request for return authorization is made within thirty (30) days of Customer's receipt of the merchandise shipped in error. Upon receipt of authorized stock returns marked with the applicable authorization number, Aetrex will credit Customer's account with the price initially charged for the returned Goods plus the amount expended by Customer on freight. Aetrex reserves the right to deduct a per pair restocking fee and/or repackaging fee from the credit if not caused by Aetrex's error in an amount in effect pursuant to Aetrex's policies at the time of deduction but not less than twenty percent (20%). If Customer ships nondamaged merchandise to Aetrex without first obtaining Aetrex's writing authorization, such shipment will be refused by Aetrex's Return Goods Department, returned to Customer at Customer's expense and return freight will be charged to Customer.

Damaged Goods. Prior authorization from Aetrex for damaged Goods (worn or unworn) is required. If a return is approved, Aetrex will authorize the return of saleable Goods and will forward Customer an authorization number. Damaged Goods should be shipped in cartons marked "DAMAGED" and if worn, also marked "WORN" and be marked with the applicable authorization number. If Aetrex's inspection reveals no legitimate reason to issue credit, Aetrex will inform Customer that there is "No Credit" and such Goods will be immediately disposed of unless: (1). Customer has specifically requested that all "No Credit" Goods be returned to Customer, or (2). Customer has enclosed a note with the Goods requesting that specific Goods be returned if "no credit" can be allowed. Return of "No Credit" Goods shall be at Customer's expense. In the case of damaged but unworn Goods, Aetrex will credit Customer's account with the price initially charged for the Goods plus the amount expended by Customer on freight. All authorized stock returns and all returns of damaged Goods must be shipped in compliance with Aetrex's returned goods procedure to the address so directed by Aetrex.

Limitations on Warranty. Aetrex's liability for any defect in Goods, whether based on contract, tort, warranty, strict liability, or any other theory, shall not exceed the purchase price of the defective Goods. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IN PARTICULAR, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED UNDER THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. AETREX SHALL HAVE NO LIABILITY TO THE CUSTOMER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY NOT CAUSED BY NEGLIGENCE OF AETREX, PROPERTY DAMAGE, LOST PROFITS, OR OTHER ECONOMIC INJURY DUE TO ANY DEFECT IN THE GOODS OR ANY BREACH OF THIS AGREEMENT BY AETREX. AETREX SHALL NOT BE LIABLE TO THE CUSTOMER IN TORT FOR ANY DEFECT IN THE DESIGN OR MANUFACTURE OF THE GOODS. No representative, agent or dealer of Aetrex has authority to modify, expand, or extend this Warranty, to waive any of the limitations or exclusions of this Warranty, or to make any different or additional warranties with respect to any Goods or services furnished by Aetrex.

Intellectual Property. Customer acknowledges Aetrex's ownership of all trademarks, services marks, copyrights, imprints, rights of publicity, patents, design patents, software, registered designs, industrial designs, trade dress, product design, trade secrets and other intangible rights relating to the Goods (collectively "Aetrex Intellectual Property") and acknowledges that Customer shall have no right, title or interest whatsoever in any Aetrex Intellectual Property. Any use of Aetrex Intellectual Property in the promotion or sale of Goods shall inure to the sole benefit of Aetrex, shall be subject to Aetrex's approval and shall strictly conform to sales and advertising guidelines as established from time to time by Aetrex. Customer grants Aetrex an irrevocable, unrestricted and fully paid license of any intellectual property (such as designs, copyrightable advertising or promotional materials) developed in connection with the Goods and agrees to provide, and obtain from all third parties, all assignments or "work for hire" certifications necessary to secure Aetrex's rights to all such intellectual property.

Period of Limitations. No claim, suit or other proceeding may be brought by Customer for any breach of the foregoing Warranty by Aetrex or in any way arising out of this Agreement or relating to the Goods after one (1) year from the date the cause of action accrues.

Applicable Law. This Agreement between Aetrex and Customer shall be considered to have been made in the State of New Jersey, and it shall be governed by and interpreted according to New Jersey law, without giving effect to conflict of law principles. Any action arising out of or relating to the Agreement shall be filed and resolved exclusively in the appropriate federal or state court in Newark, and Hackensack, New Jersey respectively, and Customer irrevocably consents that such courts shall have personal jurisdiction over Customer and waives any objection that such courts are an inconvenient forum.

Independent Contractor. The parties are independent contractors. Nothing in this Agreement shall be deemed to make Aetrex or its employees or agents an employer, employee, partner or joint venturer of Customer. Neither party has any authority to bind or incur obligations on the other's behalf, nor is one party liable for the obligations of the other.

Miscellaneous. If any provision of this Agreement is invalid or unenforceable under any applicable law, the provision shall be ineffective, but the remaining provisions shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of Aetrex. This Agreement shall be binding upon and enforceable by and against Customer, Aetrex, and their respective representatives, successors, heirs, and assigns. Aetrex has all rights and remedies given to sellers by applicable law, and Aetrex's rights and remedies are cumulative. No waiver by Aetrex of any breach shall be effective unless in writing. Aetrex shall not lose any right because it has not exercised that right in the past.



Form ST-4 Sales Tax Resale Certificate

Name of purchaser _____ Social Security or Federal Identification number _____

Address _____

City/Town _____ State _____ Zip _____

Type of business in which purchaser is engaged: _____

Type of tangible personal property or service being purchased (be as specific as possible): _____

Name of vendor from whom tangible personal property or services are being purchased:

Aetrex Worldwide, Inc.

Address	City/Town	State	Zip
<u>414 Alfred Avenue</u>	<u>Teaneck</u>	<u>NJ</u>	<u>07666</u>

I hereby certify that I hold a valid Massachusetts Vendor's Registration, issued by the Commissioner of Revenue, pursuant to Massachusetts General Laws, Chapter 64H, section 7, and that I am in the business of selling the kind of tangible personal property or services being purchased under this certificate, and that I intend to sell such property or services in the regular course of my business.

Signed under the penalties of perjury.

Signature of purchaser _____	Title _____	Date _____
------------------------------	-------------	------------

Check applicable box: Single purchase certificate Blanket certificate

Notice to Vendors

1. Massachusetts General Laws assume that all gross receipts of a vendor from the sale of tangible personal property and services are from sales subject to tax, unless the contrary is established. The burden of proving that a sale of tangible personal property or service by any vendor is not a retail sale is placed upon the vendor unless he/she accepts from the purchaser a certificate declaring that the property or service is purchased for resale.
2. A resale certificate relieves the vendor from the burden of proof only if it is taken in good faith from a purchaser who is engaged in the business of selling tangible property or services and who holds a valid Massachusetts sales tax registration.
3. The good faith of the vendor will be questioned if he/she has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property or services. For example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling the kind of merchandise or service he/she is purchasing under this certificate would constitute grounds to question the good faith of the vendor.
4. The vendor must make sure that the certificate is filled out properly and signed before accepting it.
5. The vendor must retain this certificate as part of his/her permanent tax records.

If you have any questions about the acceptance or use of this certificate, please contact: **Massachusetts Department of Revenue, Customer Service Bureau, PO Box 7010, Boston, MA 02204, or call (617) 887-MDOR or toll-free, in-state 1-800-392-6089.**

Notice to Purchasers

1. This certificate is to be used when the purchaser intends to resell the tangible personal property or service in the regular course of business. Manufacturers claiming an exempt use of the materials, tools and fuel which will be used in the manufacture, processing or conversion of tangible personal property should use Form ST-12, Exempt Use Certificate. Tax-exempt organizations making purchases for other than resale are to use Form ST-5, Exempt Purchaser Certificate.
2. The purchaser must hold a valid Massachusetts vendor registration. If you need to apply for a registration, go to www.mass.gov/dor and click on WebFile for Business to complete an online application for registration.
3. This certificate must be signed by and bear the name and address of the purchaser and his/her Federal Identification number. This certificate must also indicate the type of tangible personal property purchased and resold by the purchaser.
4. If a purchaser who gives a certificate makes any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business, such property will be subject to the Massachusetts sales or use tax, as of the time the property is first used by him/her.
5. If you are engaged in a service activity, and are unsure as to the eligibility of the tangible personal property being purchased for resale, see the regulation on Service Enterprises, 830 CMR 64H.1.1.
6. For further information about the use of resale certificates, see the regulation on Resale and Exempt Use Certificates, 830 CMR 64H.8.1.

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

This form is approved by the Commissioner of Revenue and may be reproduced.