US MEDICAL PROVIDER CREDIT APPLICATION

Roho, Inc.
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Email: creditapp@roho.com
Website: www.roho.com

Company Information

Company Name:
Address:
City: **State:** **Zip:**
Phone:(**)** **-**
Fax: (**)** **-**

Year Established:
Years at Current Address:
Email Address:
Website:

Billing and Shipping Information

Bill To & Ship To Address are the Same ☐

BILL TO:

Phone: (**)** **-**
Fax: (**)** **-**

SHIP TO:

Phone: (**)** **-**
Fax: (**)** **-**

PLEASE ATTACH A COPY OF THE APPLICANT'S SALES & USE TAX CERTIFICATE

Ownership Information

Entity Type: Corporation ☐ **Partnership** ☐ **Proprietorship** ☐ **LLC** ☐

Principal Owners or Stockholders:

Name:
Address:
City/State/Zip:
Email:

Name:
Address:
City/State/Zip:
Email:

Business Information

Buying Group Membership - VGM: ☐ **Northwood:** ☐ **Membership #:**
Accreditation? Y: ☐ **N:** ☐ **If yes, by Whom?** **Date:**
% of Revenue from - Medicare: Medicaid: Private: Other:
% of Revenue from - Adult: Pediatric: Geriatric: Other:
% of Revenue from - Retail/Service Location: Ecommerce/Website*:
Catalog Sales: Other:

***Sales and promotion of ROHO© Products via Ecommerce require acceptance into the DM Seating Program.**

Contact Information

Please provide email addresses for the following:

Purchasing: _____

eCommerce Manager: _____

Accounts Payable: _____

Order Status Notification: _____

Contact Name: _____

Contact Name: _____

Trade Information

Please provide -4- complete references from other medical supply manufacturers of suppliers including account numbers.

Name: _____
Address: _____
City/State/Zip: _____
Phone: ( ) - _____
Fax: ( ) - _____
Acct#: _____

Name: _____
Address: _____
City/State/Zip: _____
Phone: ( ) - _____
Fax: ( ) - _____
Acct# _____

Name: _____
Address: _____
City/State/Zip: _____
Phone: ( ) - _____
Fax: ( ) - _____
Acct#: _____

Name: _____
Address: _____
City/State/Zip: _____
Phone: ( ) - _____
Fax: ( ) - _____
Acct# _____

Credit Information

Are Prepaid or COD terms acceptable until open account credit is approved? **Y** ☐ **N** ☐
(See Page 3 for Full Terms and Conditions)

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

Credit Department Use Only

References checked by: _____

Credit Approved by: _____

Credit Limit: _____

Date Approved: _____

CREDIT TERMS AND CONDITIONS: Buyer expressly agrees that it shall be liable and pay all attorney's fees, collection costs and court fees, and any other expenses, whether or not incurred in connection with litigation, including but not limited to attorneys' fees and costs associated with the enforcement of any of the terms of this Application and attorneys' fees and costs resulting from a default under this Application. If account is approved to purchase on open account, all purchases will be billed on Net 30 terms, unless otherwise stated. The company or persons applying with this form certify that all information is correct and that they understand ROHO, Inc's credit terms and agree to them in consideration of extended credit. ROHO, Inc. reserves the right to withdraw credit privileges at any time.

ROHO Terms and Conditions

1. Definitions:
   i. "Buyer" shall mean the purchaser of any ROHO Products.
   ii. "ROHO Intellectual Property" shall mean all patents; trade secrets; know-how; confidential information including but not limited to formulas and technical information; trademarks, service marks, domain names incorporating ROHO Trademarks, trade or business name, trade dress, design rights and any other identifiers of origin (collectively called "ROHO Trademarks"), copyrighted works incorporated in writing and online electronic communications and platforms including graphics, text, video, and audio ("ROHO Copyrights"); and other similar rights or forms of protection of a similar nature having equivalent or similar effect to any of these, which may exist anywhere in the world, now or in the future, whether an application is being filed and/or whether it is capable of registration or not.
   iii. "Person" shall mean an individual, association, joint venture, partnership, corporation, limited liability company, organization or other entity.
   iv. "Product" shall mean any goods sold by ROHO.
   v. "ROHO" shall mean ROHO Inc., an Illinois corporation, all of its subsidiaries and its successors and assigns.
2. To the extent that the terms of any written agreement, signed by both ROHO and Buyer, are inconsistent with the provisions appearing hereon, the provisions of such executed agreement shall control. Except as provided herein, the provisions appearing hereon may not be altered or amended in any way except in writing signed by both ROHO and Buyer. ROHO's acceptance of any purchase order for Product submitted by Buyer to ROHO is expressly limited to Buyer's acceptance of all of the provisions hereof and any provisions contained in any document heretofore or hereafter submitted by Buyer to ROHO, which are in addition to or different from the provisions hereof, shall not become a part of the agreement between ROHO and Buyer unless said provisions are expressly agreed to in writing by ROHO; nor shall ROHO's filling of any purchase order submitted by Buyer for Products beconstrued as an acceptance of any such additional or different provisions.
3. Buyer's right to market, promote, sell or otherwise distribute ROHO Products is non-exclusive. Buyer agrees not to market, promote sell, or otherwise distribute ROHO Products outside of the United States, its territories and possessions.
4. Buyer agrees, at all times, to comply with the Product operations manual and other documents and guidelines produced and distributed by ROHO and shall not use, sell or otherwise distribute any Product for any purpose or use for which Product has not been designed or contrary to manufacturer and/or ROHO specifications. Buyer shall deliver all Products sold with its applicable operations manual, other documents and guidelines and all applicable accessories. Buyer agrees that all individuals dealing with the Products on its behalf will be trained in the selection of the appropriate Product and the individual setup and/or adjustment of the Products. Buyer shall insure that its customers and/or the customers' caregiver fully understand how to perform said setup and/or adjustments, all instructions and all warnings associated with the use of the Product and the fact that the use of any Product for any purpose or in any manner other than which it has been designed or any use inconsistent with the operations manual is strictly prohibited. Buyer shall inform all of its customers about ROHO's standard Product warranties. Buyer shall not make any representations or statements inconsistent with the Product's operations manual, documents, guidelines and ROHO's standard Product warranties.
5. Buyer shall indemnify and hold ROHO, its officers, directors, employees, successors and assigns, harmless from any liability for any claim or action made upon or brought against ROHO, etc., by any Person, of whatever form or nature, including attorneys fees and other costs of legal defense, which may be sustained or incurred as a result of any acts or omissions of Buyer, or any of its directors, officers, employees or agents, including but not limited to:
   I. Breach of any provision of these terms and conditions;
   II. Negligence or other tortuous actions;
   III. Representations or statements for Product usage or alterations not specifically authorized in writing by ROHO; and
   IV. Violations of any laws, orders, regulations or ordinances.

   Buyer shall, at its own expense, maintain comprehensive general liability insurance for bodily injury or death and property damage. This requirement shall in no way limit the liability of Buyer to ROHO. Buyer is responsible for any claims of damage or injury attributable to Buyer's actions.
6. Buyer recognizes that the ROHO Intellectual Property is an asset owned by ROHO and remains the property of ROHO. Buyer shall not:
   i. Use or permit the use of the ROHO Intellectual Property for any purpose other than as provided herein;
   ii. Permit any other Person to use the ROHO Intellectual Property ;
   iii. Transfer or encumber the ROHO Intellectual Property;
   iv. Make or allow to be made any changes or alterations in the ROHO Intellectual Property, operations manual or other Product documents and guidelines;
   v. Remove, alter or deface any patent numbers, trade names, trademarks, notices, serial numbers, labels, tags, warning labels or other identifying marks, symbols or legends impressed on or affixed to any Product or container or package;
   vi. Disclose to others any information it receives from ROHO which is not generally known and available in the industry; or
   vii. Misrepresent ROHO or the Products.
   viii. Use ROHO Trademarks, anywhere in the world, in whole or in part, or with any variations or acronyms of any of the foregoing, or employ a mark confusingly similar thereto or in dilution thereof, in Buyer's Uniform Resource Location web addresses or
   ix. Use ROHO Trademarks or Copyrights on a Buyer's website, social media platform or other e-commerce site to mislead site visitors into believing that same is owned and/or operated by ROHO.
7. The agreement between ROHO and Buyer is an Illinois contract and shall be governed by Illinois laws. ROHO and Buyer consent to the jurisdiction and venue of the Court sitting in St. Clair County, Illinois and waive the defense of inconvenient forum.

SIGNATURE: **TITLE:** **DATE:**

(Must be an owner or officer of Applicant)