



PLEASE TYPE YOUR INFORMATION. DO NOT HAND WRITE.

Not an existing customer? Please indicate which entity(ies) you wish to establish an account with.

<input type="checkbox"/> ROHO	<input type="checkbox"/> Comfort Company	<input type="checkbox"/> OBSS
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Legal Name of Company: _____

Trade Name (if different): _____

Billing Address:	
City/State/Zip:	
Billing Office Phone #:	Fax #:
Email Address:	

Shipping Location, include sales and use tax certificate for each applicable state:

Shipping Address (if different):	
City/State/Zip:	
Location Phone #:	Fax #:
Shipping Address (if different):	
City/State/Zip:	
Location Phone #:	Fax #:

Federal ID #:	
Nature of Business:	Year Established:
Website Address:	

Accounts Payable Contact:

Name:	
Phone #:	Email #:

Purchasing Contact:

Name:	
Phone #:	Email #:

Ownership Information:

Entity Type:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> LLC
Principle Owners or Stockholders				
Name:		Name:		
Address:		Address:		
City/State/Zip:		City/State/Zip:		
Email:		Email:		

*****REQUIRED – PLEASE COMPLETE TO ENSURE PROPER ACCOUNT SET-UP*****

Do you have/use an ATP (Assistive Technology Professional)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, how many ATPs?		
Name:	Phone:	Email:
Name:	Phone:	Email:
Name:	Phone:	Email:
Name:	Phone:	Email:

*****BUYING GROUP ASSOCIATION*****

Buying Group Name:	Member #:
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Do you have an Ecommerce website?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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*Sales and promotion of company products via Ecommerce require acceptance into the Direct Marketing Seating Program.

*****ACCOUNT TERMS AND INFORMATION*****

To expedite please select credit card

Account Type Requested:	<input type="checkbox"/> Visa/MC/Discover/Amex	<input type="checkbox"/> Terms (Net 30)
Est. Annual Sales Volume:	\$:	Credit Limit Desired:

*****COMMERCIAL CREDIT REFERENCES*****

SOME VENDORS DO NOT PROVIDE CREDIT REFERENCES. BEFORE SUBMITTING THIS APPLICATION PLEASE CONFIRM THAT VENDORS LISTED ON THIS DOCUMENT WILL PROVIDE CREDIT REFERENCES. THANK YOU.

If you're an existing customer include your account number along with your references.

<input type="checkbox"/> Ti Lite Account Number:	<input type="checkbox"/> Permobil Account Number:
<input type="checkbox"/> ROHO Account Number:	<input type="checkbox"/> Comfort Company Account Number:
<input type="checkbox"/> NUTEC Account Number:	<input type="checkbox"/> OBSS Account Number:

Vendor Name:	Account #:
Address:	
Phone #:	Fax (REQUIRED):
Email (REQUIRED):	

Vendor Name:	Account #:
Address:	
Phone #:	Fax (REQUIRED):
Email (REQUIRED):	

Vendor Name:	Account #:
Address:	
Phone #:	Fax (REQUIRED):
Email (REQUIRED):	

*****REQUIRED – SALES AND USE TAX CERTIFICATE*****

Ensure to include certificate or application will NOT be processed

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 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 Permobil Seating and Positioning (ROHO, Inc. and Comfort Companies, LLC hereafter known as "Company") credit terms and agree to them in consideration of extended credit. Company reserves the right to withdraw credit privileges at any time.

COMPANY TERMS AND CONDITIONS

1. Definitions:

- i) "Buyer" shall mean the purchaser of any Company Products.
- ii) "Company 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 Trademarks, trade or business name, trade dress, design rights and any other identifiers of origin (collectively called "Company Trademarks"), copyrighted works incorporated in writing and online electronic communications and platforms including graphics, text, video, and audio ("Company 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 Company.

2. To the extent that the terms of any written agreement, signed by both Company 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 Company and Buyer. Company's acceptance of any purchase order for Product submitted by Buyer to Company 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 Company, which are in addition to or different from the provisions hereof, shall not become a part of the agreement between Company and Buyer unless said provisions are expressly agreed to in writing by Company; nor shall Company's filling of any purchase order submitted by Buyer for Products be construed as an acceptance of any such additional or different provisions.

3. Buyer's right to market, promote, sell or otherwise distribute Company Products is non-exclusive. Buyer agrees not to market, promote sell, or otherwise distribute Company 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 Company 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 Company 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 Company's standard Product warranties. Buyer shall not make any representations or statements inconsistent with the Product's operations manual, documents, guidelines and Company's standard Product warranties.

5. Buyer shall indemnify and hold Company, its officers, directors, employees, successors and assigns, harmless from any liability for any claim or action made upon or brought against Company, etc., by any Person, of whatever form or nature, including attorney 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 Company; 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 Company. Buyer is responsible for any claims of damage or injury attributable to Buyer's actions.

6. Buyer recognizes that the Company Intellectual Property is an asset owned by Company and remains the property of Company. Buyer shall not:

- i) Use or permit the use of the Company Intellectual Property for any purpose other than as provided herein;
- ii) Permit any other Person to use the Company Intellectual Property;
- iii) Transfer or encumber the Company Intellectual Property;
- iv) Make or allow to be made any changes or alterations in the Company 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 Company which is not generally known and available in the industry; or
- vii) Misrepresent Company or the Products.
- viii) Use Company 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 Company 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 Company.

7. The agreement between Company and Buyer is an Illinois contract and shall be governed by Illinois laws. Company 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)

ALL INFORMATION MUST BE COMPLETED IN ORDER TO PROCESS THIS CREDIT APPLICATION.

PLEASE RETURN CREDIT APPLICATION AND SALES AND USE TAX CERTIFICATE

Email: creditapp@permobil.com

Fax: 618-277-5917

<i>For Company Use Only</i>			
Credit Approved:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Credit Amount Approved:
Type of Credit Approved:	<input type="checkbox"/> Terms (Net 30)		<input type="checkbox"/> Visa/Mastercard/Discover/Amex
Credit Department Signature:			Date: