



HEARTWAY USA

5681 Independence Circle
Fort Myers, FL 33912
Phone: 866-464-9779 Fax: 239-275-7033

Power Mobility Life of Beauty

Credit Application

Note: 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.

Company Details

Last: Initial:	First:	Middle	Contact Person/Title:	
Trade Name:			Mailing Address:	
Shipping Address:		City:	State:	Zip:
Email:	Cell Phone:	Phones:	Fax:	

Business Facts:

Type of Business:	In Business Since:	
Legal Form Under Which Business Operates:		
Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Proprietorship <input type="checkbox"/>
Fed Tax ID# :	Seller's Permit#	Number of Employees:
Annual Gross Sales:	Wheelchairs/Scooters % to Total Sales	
Credit Limit Requested:		
Terms requested:		
Estimated Power Mobility orders in the next 12 months:		

Details of Owners:

Name:	Name:
Position in the Company:	Position in the Company:
Address/ Phone # :	Address/ Phone # :
Social Security Number:	Social Security Number:

Bank Reference:

Name of Account Holder:	Account Number:
Bank Name:	Bank Officer Name:
Bank Address:	Phone: Fax:

TRADE REFERENCES: (Must provide at least three)

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Phone:	Phone:	Phone:
Fax:	Fax:	Fax:
Account No.	Account No.	Account No.
Current Balance:	Current Balance:	Current Balance:

STATEMENT OF ACCURACY AND PERMISSION TO VERIFY

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions and businesses listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Customer Signature *Printed Name* *Title* *Date*



HEARTWAY USA

PURCHASE AGREEMENT

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

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**).

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.

Price and Terms of Payment. The price and terms of payment per Product ordered will be as set out in the written response by Heartway USA to the verbal or written order from Buyer. If Heartway USA does not submit a written response to Buyer, then the price and terms of payment per Product ordered will be as set out in the most recent dealer pricing list proposal from Heartway USA to Buyer.

Buyer's Credit Worthiness. At Heartway USA's request, Buyer will furnish to Heartway USA all documents and information pertaining to Buyer's credit worthiness. Buyer authorizes Heartway USA to inquire into and obtain from any bank, lending institution or credit reporting agency, all information relating to Buyer's credit worthiness.

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.

Past Due Balances. All past due balances, owed by Buyer to Heartway USA, will accrue interest at 2% per month or the highest rate allowed by law. All costs and fees incurred by Heartway USA in collecting payment from the Buyer (including, without limitation, collection fees, attorney's fees, cost of court, and out of pocket costs) will be the responsibility and reimbursed by Buyer.

Cancellation of Extension of Credit: Heartway USA has the right to cancel the extension of credit and to discontinue deliveries to Buyer at any time. In the event sales to Buyer are discontinued, Buyer will immediately pay, in full, all outstanding amounts owed to Heartway USA.

No Offsets. All amounts to be paid by Buyer will be without offset or deduction. Heartway USA will apply all payments to the earliest obligation remaining unpaid.

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.

Shipping. All orders placed by Buyer will be delivered by a Heartway USA authorized shipping company. Heartway USA will not be responsible for delays that are outside of its control. The risk of lost from any casualty to Products will be borne by Heartway USA up to the time of receipt of the Products by Buyer at the place of delivery. Thereafter, Buyer will have the sole responsibility to inspect Product prior to accepting and signing shipping documents. 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).

Inspections. Heartway USA must be notified in writing of any shipping damages (concealed or apparent) within 48 hours of delivery. If Buyer inspects the products immediately upon delivery, and if the inspection indicates loss or damages, Buyer will note such loss or damage on the freight bill or express receipt and the freight carrier's agent will sign such bill or receipt, When loss or damage is concealed or is not apparent until the unit is unpacked, the Buyer must **within 24 hours of delivery** sent a written request for inspection to the carrier. The damaged item must not be reshipped unless instructed by Heartway USA. Late notification or failure to follow notification procedures may result in denial of a damage claim. If the shipping claim cannot be filed due to excessive time passed, item reshipped, or any other reason, Heartway USA will not be responsible for any charges that may be incurred.

Returns. All sales to buyer are final. Buyer will obtain Heartway USA written Authorization prior to returning any Product. Authorized returns must be in the original packaging and are subject to a restocking charge of 15%, in addition to shipping charges. No unauthorized returns will be accepted.

Term. This Agreement will continue in full force and in effect from and after _____, until terminated by either party upon giving at least 30 days prior written notice to the other party. Heartway USA may terminate this Agreement effective immediately, upon default by Buyer of its obligations under this Agreement.

The undersigned, _____ certifies that it possesses technical support on-site or on-contract to stand behind all DME products. Furthermore, the undersigned agrees that technical support to the end-users is the obligation of the DME dealer.

The undersigned, _____ hereby waives any and all privileges and rights which they may have under Florida State statues, relating to venue, as it now exists or may here after be amended and further the undersigned agrees that any legal action brought for collection of past due accounts, may be brought in the appropriate court in Lee County, Florida.

The undersigned, _____, of the above referenced firm, does hereby, for valuable consideration and the extension of credit to the above set forth firm, personally guarantee payment of any and all monies to HEARTWAY USA, LLC.

<i>Individually by</i>	<i>Printed Name</i>	<i>Title</i>	<i>Date</i>
<i>Signature of Owners/Officers</i>	<i>Printed Name</i>	<i>Title</i>	<i>Date</i>

Individual Acknowledgement

State of _____
County of _____

This instrument was acknowledged before me on _____ by _____.

Name & Signature of Notary / Commission Expires