

PLEASE MAIL BACK THE ORIGINAL

Dalton Medical Corp.
1435 Bradley Ln, Suite 100, Carrollton, TX 75007

Tel: (972) 418-5129/800-347-6182
Fax: (972) 242-6235

CREDIT APPLICATION AND AGREEMENT
Please provide a copy of your accreditation & bond certifications

Company Name _____ Phone _____
Address _____ E-mail _____
Organization Form Sole Proprietor Partnership Corp. LLC Federal ID# _____
Medical Device Lic # _____ Length of Time in Business _____ Year _____ Month(s) _____
Accrediting Org. _____ Expiration date _____ Bond Carrier _____ Bond No. _____

PRINCIPALS, PARTNERS, OR OFFICERS

Name _____ SSN# _____ Title _____
Address _____ Cell phone _____

BANK REFERENCES

Bank _____ Fax _____ Phone _____
Address _____ Contact Person _____
Checking Account# _____ Savings Account# _____ Loan# _____

TRADE REFERENCES (Manufactures and Vendors only)

Name _____ Acct# _____ Phone _____
Address _____ Fax _____
Name _____ Acct# _____ Phone _____
Address _____ Fax _____
Name _____ Acct# _____ Phone _____
Address _____ Fax _____
Name _____ Acct# _____ Phone _____
Address _____ Fax _____

ALL CREDIT AGREEMENTS MUST BE SIGNED BY AN AUTHORIZED PERSON FOR THE AGREEMENT TO BE COMPLETED.

This credit application and agreement is submitted by customer to Dalton Medical Corp. (DMC) to obtain trade credit. DMC reserves the right to decline credit to applicant. In the event credit is extended to applicant to change or revoke applicant's credit limit on the basis of changes in DMC's credit policies or applicant's financial condition and/or payment record. Customer agrees to make payment in full to DMC for all amounts due according to DMC's invoice on or before net due date. Customer agrees to pay interest on all amounts that are past due. Interest will be charged at 1 1/2% per month, or the maximum provided by law. Should customer default in any such payment(s) DMC shall have the right without notice to customer, to declare all invoice amounts due and payable. In the event DMC should commence any action or actions, or otherwise seek to enforce this agreement against customer, customer agrees to pay all collection cost, attorney's fees, court costs, and other expenses incurred by DMC, whether or not suit is filed. This agreement is strictly confidential and is not transferable or assignable without prior written consent of DMC. Customer agrees that any change in liability for any debts incurred to DMC due to change in customer's form of business, shall not be effective as to DMC, until DMC receives actual notice of the change via certified mail. Customer agrees to adhere to credit/service policies and procedures established by DMC. Venue shall be in Dallas County or Denton County, Texas.

Authorized Individual (Print Name)

Title

Signature

Date

Sales Agreement

Customer hereby acknowledges and agrees to the following terms and conditions of sales.

Payment Terms:

1. All shipments will be Prepaid or C.O.D. before credit approval.
2. Terms are net 30 days upon credit approval. Interest charge of 1.5% per month will apply to all past due accounts. Prepaid only for delinquent accounts. In the event that any third parties are employed to collect any outstanding balance, the customer is responsible for any collection costs, including attorney's fees, whether or not litigation has commenced, and all costs of litigation.
3. A service charge of US \$30 will be assessed for each returned check. Checks returned for insufficient or uncollected funds, together with Services Charges, may be debited electronically or collected using bank draft drawn from your bank account.
4. The customer cannot deduct any discrepancies on payment without approval of credit department.
5. Buyer agrees to pay all freight on board (FOB) charges on all products ordered from Dalton Medical Corp.

Damaged Freight Claims:

Dalton Medical Corp. cannot accept claims for products which have been damaged during shipping. All shipments should be examined upon delivery. List on the bill of lading any damage to the merchandise and/or the quantities missing before signing the bill of lading. If any products are damaged, it is the consignee's responsibility to file a claim with the delivery carrier within three (3) days of delivery.

Returned Merchandise Policy

1. Returned goods must be authorized in advance by Dalton Medical's Return Merchandise Authorization (RMA) department.
2. Contact RMA department at (972) 418-5129 for an RMA number before returning any product. RMA# can only be obtained by faxing the completed RMA form to (972) 242-6235.
3. All returned merchandise must be accompanied by a copy of its invoice with RMA# on it.
4. Returned merchandise must be shipped freight **prepaid** by the customer. Freight collect or C.O.D. returns will be refused.
5. RMA# must be written on the mailing label. Please do not write on the carton itself.
6. All RMA items must be well-packaged in the original packing. Product damaged due to inappropriate packing is subject to additional charge for handling and recovering.
7. A \$20 handling fee plus the returned freight fee will be charged to the customer if non-DMC product is found in the RMA or if there is a "no problem found" report on the returned merchandise.
8. A 15% restocking charge will be applied to non-defective products.
9. For any refused shipments customers are responsible for all freight charges, 15% restocking fee (20% restocking fee for specialized items).
10. Due to the health guidelines, the following items are not returnable: Commodes, shower chairs, mattresses, overlay mattresses, and air mattresses can not be returned under any circumstances.

Warranty Policy

Dalton Medical Corp only warrants to the original purchaser/user of our products.

1. The limited warranty period is one year from the date of purchase except the following items:
 - A. All components except the mainframe of wheelchairs, electric chairs, scooters....six months only.
 - B. Mattress, seat cushions, and batteries have six month warranty only.
2. The warranty provided by Dalton Medical Corp. does not cover:
 - A. Exterior cosmetic damage.
 - B. Damage, defect or failure caused by operation of unit by incorrect voltages.
 - C. Misuse, improper operation, maintenance or storage, commercial or institutional use, products modified without our express written consent.
 - D. Products with serial numbers altered or removed.
3. Should the product defect during the warranty period, Dalton Medical Corp. will, at its option, repair or replace the product within 15 working days.
 - A. Warranty does not cover labor or freight charge.
 - B. Dalton Medical Corp. Shall not be liable for any consequential or incidental damages whatsoever.
4. All new parts have 90 days warranty from date of purchase.

Credit

Credit must be requested within 30 days from the date of purchase in case of D.O.A. or shipping error.

1. 85% credit for the merchandise returned within 10 days in saleable condition.
2. No credit or refund after 30 days of receipt of merchandise.
3. No credit or refund for customized items.
4. Credit will be reimbursed from the customer's next purchase. No refund on credit.

Purchaser's Firm Name: _____

Date: _____

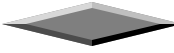
Printed Name: _____

Signature: _____

Title: _____

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LETTER OF CERTIFICATION

To whom this may concern:

This is to certify that Dalton Medical Corp. is authorized to obtain credit information from the bank indicated below. Please release the information at your earliest convenience.

Thank you very much for your cooperation.

Authorized Signature

Title

Company Name

Date

Name of Bank

Account Number