

Credit Application

Date: _____

Federal Tax ID number _____

Facility name _____

Street address _____

City _____ State _____ Zip _____

Billing address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

D&B #: _____

Type of business: _____

We collect sales tax in the following states: Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Iowa, Illinois, Indiana, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Washington, West Virginia, and Wisconsin. **The following fields must be provided in order to have an account set up with CIVCO.**

Taxable Tax Rate: _____%
County name _____

Non-taxable Tax exempt ID # _____ (please attach certificate)

Names and titles of officers, partners or owners:

1. _____
2. _____
3. _____

Credit references (names, phone numbers, fax numbers and full addresses of current suppliers):

1. _____
2. _____
3. _____

Bank reference: _____ Account # _____

Contact person: _____ Phone # _____

I hereby certify that the above information is correct, and I authorize the release of credit information to MEDTEC, doing business as CIVCO Radiotherapy, by our banks, trade references, and financial institutions. Customer agrees to make payment in full for all amounts due within the terms stated on each invoice.

Authorized Signature: _____ Date: _____

In consideration of the credit extended, the undersigned jointly and severally unconditionally guarantee the payment of any outstanding invoices, including interest and all costs, expenses, and attorney fees incurred in its collection and enforcement. We waive presentment, demand, protest, and notice of dishonor.

Authorized Signature: _____ Date: _____

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_____, the "Buyer", enters into the following purchase agreement with MEDTEC, doing business as CIVCO Radiotherapy. The terms of the agreement shall control all purchases by the Buyer from CIVCO.

1. **PAYMENT TERMS**: An invoice shall be paid in full according to the stated invoice terms.
2. **DELINQUENT ACCOUNTS**: An account is delinquent when any balance is not paid within 30 days of invoice or the past-due balance exceeds the agreed credit limit.
3. **ACCELERATION**: At any time the account exceeds the agreed credit limit or the account is delinquent, all amounts owing under contract shall be immediately due and payable and be subject to a finance charge.
4. **FINANCE CHARGE**: Delinquent accounts shall incur a finance charge of 1.5 percent per month, an annual percentage rate of 18%.
5. **RETURNED GOODS**: Authorization is needed for any returned goods. The buyer should inspect and return any defective goods to CIVCO within 30 days of receipt. Any returned goods are subject to a 25% restocking fee or damage charge if applicable.
6. **SUSPENSION OF DELIVERIES**: CIVCO shall have the right, at its election, to suspend deliveries upon outstanding contracts during any period of time the account is delinquent.
7. **CONFIRMATION**: CIVCO shall send a confirmation statement or invoice to the Buyer as confirmation of each purchase, the terms of which shall constitute the contract between the parties unless the Buyer serves written objection to the terms within 5 days.
8. **SECURITY AGREEMENT**: CIVCO retains a security interest in all goods sold and the proceeds there from under this agreement and the products and proceeds of such goods. The Buyer appoints any employee of CIVCO to act as the Buyer attorney-in-fact executing any financing statement or other documents necessary to perfect the security interest.
9. **DEFAULT**: Any breach of the terms of this agreement including failure to pay delinquent accounts in full shall be default. Upon defaulting the party may proceed, with notice, to pursue all lawful remedies.
10. **COLLECTION COSTS**: In the event of default, the defaulting party shall be obligated to pay all costs of collection, including any attorney fees reasonably incurred.
11. **TERMINATION**: CIVCO shall be entitled to terminate the Buyer's right to purchase at any time without cause. Upon termination, the terms of this agreement shall continue to apply to any unpaid accounts.

12. **ACCOUNT CONDITIONS**: CIVCO hereby agrees to open this account on the follow facts:

Open account

Letter of credit _____ (amount)

Credit Card purchases - Type of card - VISA Master Card American Express Discover

Card #: _____ Exp. date: _____ Security Code _____

Name on Card _____

I hereby authorize CIVCO to check the records for this account with the references listed on the *Credit Application*.

Signed: _____

Date: _____

Title: _____

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13. LETTER OF CREDIT: If elected, an express condition of this contract is a non-revocable letter of credit from an approved financial institution to CIVCO. The letter of credit may be conditioned upon default whereby the primary obligation to pay remains the Buyer, or at the Buyer's election, the letter of credit may be provided by its terms, that the insurer shall be primarily obligated to pay the enforceability of the letter of credit shall constitute defaults (standard letter of credit). All charges are for the account of the Buyer.
14. APPLICABLE BY LAW: This agreement shall be governed and construed in accordance with the laws of the State of Iowa. Buyer agrees that venue shall lie in Sioux County, State of Iowa. Buyer submits to the jurisdiction of the State of Iowa and the venue of Sioux County, State of Iowa.
15. AGREEMENT TAKES EFFECT: This agreement will take effect when signed by borrower and delivered to lender.
16. ENTIRE AGREEMENT: This agreement is the entire agreement of the parties. All prior negotiations are incorporated hereto. Any amendment or modification or supplement to this agreement shall be by a signed writing.
17. ILLEGALITY OF PART OF AGREEMENT: If any portion of this Agreement is held to be illegal, then only that portion is void and not the entire agreement.
18. RETENTION OF AGREEMENT: Buyer, by receiving a copy of this agreement, retaining the same and not returning to Seller unsigned, shall be deemed to have accepted the terms and conditions of said Agreement, in the event of subsequent purchases and/or breach.

DATED this _____ day of _____, 20_____.

Facility name _____

City _____ State _____

MEDTEC dba CIVCO Radiotherapy

Buyer/Purchaser