



Landmark Supply, Inc.
440 Raritan Avenue,
Highland park, NJ 08904
FAX: (215) 220-2248

orders@landmarksupplyinc.com

New Customer Application Form & Agreement

Legal Business Name	DBA (if applicable)
Authorized Contact	Alternative Buyer
Business Street Address	Mailing Street Address (if different)
City, State Zip	City, State, Zip
Primary Phone	Fax
Primary Email	Alternative Email
For Billing, use Business Address <input type="checkbox"/> , Mailing Address <input type="checkbox"/> , Primary Email <input type="checkbox"/> , or Alternative Email <input type="checkbox"/> (Check as applicable)	
Mobile Phone (if applicable)	Years of Business Operation (for current owners)
Owner's Name(s)	Owner's Name(s)
Tax ID/Federal Employer ID Number	DEA License Number (if applicable)
Home State Pharmacy or Wholesale License Number	Additional Authorized Purchaser Name:
Business organized as: Corporation <input type="checkbox"/> , LLC <input type="checkbox"/> , Partnership <input type="checkbox"/> , Sole Proprietorship <input type="checkbox"/> , or Other (Check One)	
Business Type: Pharmacy <input type="checkbox"/> , Third Party Logistics Provider (3PL) <input type="checkbox"/> , Wholesale Distributor (WDD) <input type="checkbox"/> , Broker <input type="checkbox"/> , or Other (Check One)	
Date Business established	Organized in State
Officer's Name(s) (persons authorized to commit the business)	Officer's Name(s)
Officer's Name(s)	Other WDD/3PL companies under Common Control

Has the business, or any owner or entity under common control:

Filed for Bankruptcy*	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Entered a settlement or plea in a state or federal court*	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Been convicted, enjoined, disciplined, sanctioned, fined, or the subject of a judgement*	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Been denied a Controlled Substance registration, wholesale distribution license, or		
other license to handle prescription drugs by any state or federal licensing or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
authorizing agency*		
Had a Controlled Substance registration, wholesale distribution license, or other		
license to handle prescription drugs by any state or federal licensing or authorizing	Yes <input type="checkbox"/>	No <input type="checkbox"/>
agency sanctioned, cancelled or withdrawn*		

*If yes, attach a separate sheet what full explanation, along with documentation of how the issue was resolved.

1. The credit will be extended at the sole discretion of Landmark Supply Inc. By signing, The Customer represents that all information contained herein is correct and complete and that the Supplier may rely on such information in deciding to extend or discontinue credit. We retain the right to extend or not extend credit and the amount of said credit to be extended.
2. **Payment terms** are set forth on invoices. Subject to credit approval. Payment's not received on or before the date (s) set forth on the invoice shall be deemed late. Should the due date fall on a holiday or weekend, then payment is due at Landmark Supply Inc., on the preceding business day. Past due accounts subject to 18% per annum fee and/or cancellation.
3. **Payment Methods** Accepted include mailed check or electronic payment.
4. **Credit Limits:** Customers are normally given a credit line sufficient to accommodate their order requirements. Requests for credit limit increase may require additional financial information and/or altered payment terms.
5. **Finance Charge:** Past due accounts will incur a finance charge of 1.5% per month (18% annum). The customer hereby agrees to pay all costs of collection and legal fees should such action be necessary due to non-payment.
6. Landmark Supply Inc., may in its sole discretion, at any time, without prior notice, discontinue service, change applicant's credit terms, cost of goods, discount, services or programs and require payment in cash before shipment of any and all merchandise. Applicant waives any and all claims against Landmark Supply Inc., for said conduct.
7. Applicant agrees to immediately notify Landmark Supply Inc., in writing, of any of the following events affecting Applicant or its owners/operators: bankruptcy (business or personal), investigation (Medicaid or otherwise), disciplinary hearing, suspension, licensing issue, provider audit, legal proceedings, judgments, liens or any change in financial condition.
8. Applicant agrees to provide Landmark Supply Inc., with advance written notice of any change in ownership, management and/or control of applicant. In any such event, all open invoices shall immediately become due and payable. Applicant agrees not to transfer/assign any open balance without Landmark Supply Inc's., written consent.
9. Applicant agrees to abide by Landmark Supply Inc., Return Goods Policy (as may be amended). Unauthorized returns will be destroyed, and no credit will be issued.
10. Applicant agrees to indemnify and hold Landmark Supply Inc., and its officers, shareholders and employees harmless from and against any and all claims, liabilities, losses, costs and expenses (including attorney's fees), arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to application by Landmark Supply Inc., including claims for personal injury, death and/or property damage.

11. **PERSONAL GUARANTEE** – THE UNDERSIGNED PERSONALLY GUARANTEES PROMPT AND FULL PERFORMANCE OF ALL

OBLIGATIONS DUE AND OWING BY APPLICANT TO LANDMARK SUPPLY INC., UNDER THIS AND/OR ANY OTHER AGREEMENT WITH LANDMARK SUPPLY INC. IN THE EVENT OF DEFAULT, LANDMARK SUPPLY INC., AND/OR ANY HOLDER HEREOF IS AUTHORIZED TO PROCEED AGAINST THE UNDERSIGNED FOR THE FULL AMOUNT DUE, INCLUDING LATE PAYMENT CHARGES, INTEREST, COSTS AND ATTORNEY'S FEES. THE UNDERSIGNED WAIVES PRESENTMENT, DEMAND, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR AND ANY AND ALL OTHER NOTICES OR DEMANDS OR WHATEVER CHARACTER TO WHICH THE UNDERSIGNED MIGHT OTHERWISE BE ENTITLED.

12. **SECURITY AGREEMENT** – TO SECURE APPLICANT'S EXISTING AND FUTURE LIABILITIES TO LANDMARK SUPPLY INC., APPLICANT GRANTS LANDMARK SUPPLY INC., A SECURITY INTEREST UPON ALL PERSONAL PROPERTY OF APPLICANT, WHEREVER LOCATED, NOW OWNED OR HEREFTER ACQUIRED, INCLUDING BUT NOT LIMITED TO, ACCOUNTS, INSURANCE PROCEEDS, INVENTORY, EQUIPMENT, FIXTURES, CONTRACT RIGHTS, CUSTOMER LISTS, CASH ON HAND/DEPOSIT, AND ALL OTHER TANGIBLES AND GENERAL INTANGIBLES.
13. **Permissions:** Customer grants permission to Landmark Supply Inc., to send advertising and promotional materials to the emails(s) and fax numbers(s) provided and to call the phone numbers(s) provided for the purpose of soliciting business and/or accounts payable. This permission shall remain in effect until such time that the Customer provides written cancellation of their participation in the Landmark Supply Inc., programs.
14. Customer acknowledges and agrees that all pricing and inventory information provided by Landmark Supply Inc., constitutes confidential and proprietary information that Customer shall keep in the strictest confidence. Customer will not share such information with any third parties including without limitation other wholesalers, manufacturers or retailers.
15. Landmark Supply Inc., shall maintain the confidentiality of Customer's proprietary information.

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

AUTHORIZATION TO INVESTIGATE CREDIT: The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility.

*By signing Applicant acknowledges that it is requesting Landmark Supply Inc., to provide their request for credit to each Supplier.

Please Name any additional Authorized Purchaser: _____ INITIALS: _____

Credit Card Service Fee of 3% will be added to invoices paid by Credit Card INITIALS: _____

2 Small deposits must be confirmed in order to process ACH Payments INITIALS: _____