



261 Wolfner Drive • St. Louis, MO 63026  
 Corporate: 636-600-4030 • F 636-600-4035  
 Toll Free: 866-333-4030 • F 866-333-4035  
 www.respondo2.com

*The High Pressure Oxygen Experts*

Date: \_\_\_\_\_

Company Name \_\_\_\_\_ Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address (if different than above) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_ Year Present Business Began \_\_\_\_\_

Purchasing Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

A/P Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

If above address is branch, please provide Headquarters information:

Name (if different than above) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner's/Partner's/Member's Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Federal Tax I.D. Number \_\_\_\_\_ Line of Credit Requested \_\_\_\_\_

Select Type of Business: Home Care Pharmacy Home Health Hospital Other  
 Select Type of Ownership: Corporation Partnership Sole Proprietor LLC Other

**References** (Complete if applying for terms): Verify businesses listed provide references. Must complete all fields or credit application cannot be processed.

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Acct# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Acct# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Acct# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Bank Reference:**

Bank Name \_\_\_\_\_ Bank Contact \_\_\_\_\_ Account Number \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Responsive Respiratory notifies its customers via Email when shipments are made. We also utilize your fax number to notify you on our specials and promotional programs. If you do not wish to receive this information, please check the appropriate box.

Yes, please notify  No, do not notify Email: (purch dept.) \_\_\_\_\_

I certify the information in this application is correct. I grant authority to Responsive Respiratory or their representative to obtain credit information and to make credit investigations deemed necessary including contacting banks/references and obtaining credit reports. All information will be held in strict confidence. If credit is granted (I/we) promise to pay bills according to terms. Responsive Respiratory reserves the right to assess a late charge of 1 ½% per month on balance past due. In the event payment is not made and (my/our) account is referred to a collection agency, (I/we) will pay all costs of collection. If legal action is required (I/we) will pay reasonable attorney's fees resulting from such action. Any dispute which arises between Customer and RRI concerning any aspect of their relationship shall be interpreted and construed in accordance with the laws of the State of Missouri without regard to conflict of law provisions in applying the laws of other jurisdictions. The person executing this agreement has the authority to bind the customer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Personal Guarantee:** The undersigned, in consideration of Responsive Respiratory's (hereafter referred to as RRI) agreement to sell its medical products to Applicant, personally guarantees the full and prompt performance and compliance by Applicant of all terms and conditions of this Credit Agreement and all terms and conditions of sale set forth in RRI's catalog, and further personally guarantees the full payment of all outstanding indebtedness of the Applicant to RRI, upon request by RRI.

Signature \_\_\_\_\_ Type or Print Name \_\_\_\_\_ Date \_\_\_\_\_

TERMS AND CONDITIONS INCLUDED



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## TERMS AND CONDITIONS

### **Payment Terms:**

**Open account terms are Net 30** from date of invoice. An interest rate of 1 ½% per month will be applied to all overdue invoices. All prices are exclusive of taxes and governmental charges on the sale and use of the products. RRI must have a W9 and current completed resale/use/sales tax exemption certificate issued by the ship to state before processing any orders. RRI, at its discretion, may hold shipments and refuse to accept orders if Customer is in arrears on payment or order is in excess of credit limit. Customer will be charged \$25.00 for a NSF check.

### **Returned Goods Procedure:**

Refer to the warranty policy for warranty terms by product class. Returns are sole responsibility of the health care dealer. RRI does not accept product returns originating from end-users. If you find it necessary to return an item, please contact our Customer Service Department and request a Returned Goods Authorization (RGA) number. The item must be in its original packaging with the purchase order number, packing slip and invoice number included. *Used items and products packaged for oxygen use (i.e. conservers & regulators) that have been removed from the original packaging (polybag) are not eligible for return.* The RGA number must be clearly marked on the outside of the shipping box. No packages will be accepted without an RGA number. Return shipping costs are the responsibility of the purchaser – all goods must be sent freight prepaid. It is the responsibility of the health care dealer returning the product to insure the product for full value.

Where there has been no error on Responsive Respiratory's part, product may be returned for credit if the return is received by RRI within 30 days of invoice. No product returns will be accepted after 60 days. Special order and customized items are not eligible for return. If the product is not in its original packaging or has been damaged, no credit will be issued. *A restocking fee applies to all returns.*

### **Limited Warranty Claim Procedure:**

To make a claim on defects in materials and workmanship, Purchaser must notify Responsive Respiratory within 10 days of receipt of the product. A Return Goods Authorization (RGA) number will be provided and must be attached to the product with the original purchase order number and invoice number.

### **Limitation of Liability:**

Seller shall not, under any circumstances, be liable for special, incidental, indirect or consequential damages regardless of the form of action, whether in contract or in tort including negligence. In no event will this warranty obligate Seller for any amount exceeding the price of the goods upon which the liability is based. Correction of non-conformities, in the manner and time provided herein, constitutes fulfillment of all Seller's obligations to Purchase with respect to Purchaser's purchase of Seller's product.

### **Order Acceptance:**

All product purchases are subject to acceptance by Responsive Respiratory. The terms and conditions stated apply to all product purchases and no other terms and conditions and no agreement or understanding, oral or written, modify these Terms and Conditions, even those contained in Customer's purchase order will be binding unless written and accepted by Responsive Respiratory.