



Account # _____
(for office use only)

Credit Application and Credit Agreement (for MMCAP Participating Facility use only)

AmerisourceBergen takes great pride as the premier provider of health care products and services. We thank you for taking time to complete this Credit Application and Agreement. Welcome to the AmerisourceBergen family.

Applicant Name: _____ Servicing Division: _____

Address: _____ City/State/Zip: _____

Shipping Address (if different): _____

Billing Address (if different): _____

Phone #: _____ Fax #: _____ Email: _____

Accounts Payable Contact (Name/Phone#): _____

Tax ID #: _____ Organization ID # (issued by the State of Formation): _____ NCPDP #: _____

Estimated Monthly Purchases: \$ _____ Rx: _____ % OTC: _____ %

Please attach copies of DEA license, Pharmacy Board Permit, Sales Tax Permit, and the last two (2) years' financial statements.

Applicant understands and agrees to the following terms and conditions between Applicant and AmerisourceBergen Drug Corporation ("ABDC") in connection with purchases under the Contract (as herein defined):

1. **Payment Terms.** As provided for in MMS15003 contract (the "Contract") between ABDC and Minnesota Multistate Contract for Alliance ("MMCAP"), Applicant is held to the payment terms as specified within the Contract which, for avoidance of doubt, includes the Member Participation Agreement between ABDC and Applicant. Applicant acknowledges and understands that ABDC has the absolute right to change pricing or payment terms, require full or partial payment in advance or suspend delivery of products to Applicant in accordance with the Contract without any liability being incurred by ABDC.

2. **Covenants.** Applicant authorize ABDC or its designee to obtain, verify or otherwise investigate any credit reference, statements, credit reports or other information obtained with respect to Applicant's credit history as ABDC deems appropriate. Applicant will comply with all applicable laws and the terms and conditions as specified in the Contract, including the Returned Goods Policy, in Attachment D of the Contract. Applicant is responsible for any applicable sales tax and other charges imposed by federal, state, local or foreign governments on manufacture, sales, shipment, import, export or use of products or services, unless tax exempt documentation is provided to ABDC; however, ABDC acknowledges that Applicant is statutorily and constitutionally exempt from the imposition of taxes for purchases made under the Contract and, therefore, tax exempt documentation is not required of Applicant.

3. **Limitation on Damages.** NO PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITIES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND.

4. **Own Use.** Applicant agrees that all purchases from ABDC are for their "own use" as that term is defined in Abbott Labs et al. v. Portland Retail Druggists Assoc. et. al., decided by the U.S. Supreme Court on March 24, 1976.

I certify that to the best of my knowledge (a) all information provided in this Application and Credit Agreement is true and complete and (b) I am authorized to execute this Application and Credit Agreement on behalf of Applicant.

APPLICANT: _____

By: _____

Name: _____

Title: _____