



Credit Application

Billing and Shipping Information

Bill To (legal entity name):

Purchaser Contact:

Email:

Accts Payable Contact:

Email:

Billing Address:

Ship To: Same as Entity

Shipping Address:

Attn:

Attn:

City:

City:

State:

Zip:

State:

Zip:

Phone:

Fax:

Phone:

Fax:

Company Information

Type of Facility: Surgery Center Doctor's Office Long Term Care Research

Name on DEA License:

Name on State License:

DEA License Number:

State License Number:

Expiration Date:

Expiration Date:

Phone Number:

Contact:

Federal Tax ID/SS Number:

D&B Number:

Years In Business:

Any voluntary liens or prior bankruptcies? Yes No

Vendor and Bank References

Primary Drug Wholesaler:

Acct Number:

Phone Number:

Contact:

Primary Med/Surg Wholesaler:

Acct Number:

Phone Number:

Contact:

Member of a GPO: Yes No

GPO Name:

Bank Name:

Address:

City:

State:

Zip:

Contact:

Phone:

Fax:

*By completing the Credit Application and signing the accompanying Terms and Conditions, you are authorizing Sunset Pharmaceuticals, Inc. to conduct a bank reference check.



Terms and Conditions

Customers wishing to establish a credit account with Sunset Pharmaceuticals, Inc. must complete and execute this application form. In connection with the foregoing, the undersigned represents and warrants that all information provided on this application is current, correct and complete, and that Sunset Pharmaceuticals may rely on such information in deciding to extend or continue credit. The undersigned agrees to notify Sunset Pharmaceuticals, Inc. immediately, in writing, of any change to the information provided on this application including, without limitation, any change in the nature of the business, ownership, licensure, registration name, location of the business, or financial condition.

Payment is due in accordance with the terms reflected on the invoice. The undersigned hereby guarantees payment of all debts, accounts and invoices. The customer agrees to pay all debts, accounts and invoices owing to Sunset Pharmaceuticals in accordance with the terms of the sale. In the event the customer fails to pay all such debts, accounts and invoices when due, Sunset Pharmaceuticals reserves the right to charge interest at the lesser of 1.5% per month or the maximum rate allowed by law, and may declare all invoices immediately due and payable.

The customer and the undersigned acknowledge that if the customer should fail to pay any such debts, accounts and invoices when due, and Sunset Pharmaceuticals, Inc. places the collection of the invoice in the hands of a collection agency or with legal counsel, the customer and the undersigned agree to pay, in addition to the unpaid invoice and any accrued interest thereon, all fees and costs associated with the collection efforts, including attorneys' fees. This application shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The customer and the undersigned hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts located in San Diego County, California, for any actions, suits or proceedings arising out of or relating to this application and the transactions contemplated hereby and further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit, or proceeding brought in such court has been brought in an inconvenient forum.

The Bank and Trade references listed above are hereby authorized and requested by the undersigned to release financial and credit information to Sunset Pharmaceuticals, Inc. concerning the undersigned's accounts. The undersigned shall provide Sunset Pharmaceuticals with financial statements and such further information as may be reasonably requested by Sunset Pharmaceuticals from time to time.

The undersigned principal(s) of the customer, by reason of their interest in the customer and as an inducement for Sunset Pharmaceuticals, Inc. to extend credit to the customer, hereby personally, jointly, severally, irrevocably and unconditionally guarantee to Sunset Pharmaceuticals, Inc. and its affiliates and assigns the prompt and full payment and performance of all obligations of the customer, whether now existing or hereafter arising.

Policies and Procedures

Sunset Pharmaceuticals, Inc. requires a copy of the customer's DEA certificate. The address on the DEA certificate must match the customer's shipping address. Sunset Pharmaceuticals, Inc. cannot ship any product until we are in receipt of the appropriate documentation.

The undersigned acknowledges that if it should fail to pay for any invoice, and Sunset Pharmaceuticals, Inc. places the collection in the hands of a collection agency or with counsel, the undersigned agrees to pay, in addition to the unpaid invoice and interest accrued thereon, all fees and costs associated with the collection efforts, including attorneys' fees. This agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The customer and the undersigned hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts located in San Diego County, California, for any actions, suits or proceedings arising out of or relating to this application and the transactions contemplated hereby and further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit, or proceeding brought in such court has been brought in an inconvenient forum.

Sunset Pharmaceuticals is not responsible for any delays in transit due to weather conditions, carrier strikes and other acts of nature, which may impede shipment of the pharmaceutical products. If an expected delivery has not been received within ten (10) business days after product was ordered, please call Sunset Pharmaceutical's sales department for the status of the order. "and force majeure ("Sunset Pharmaceuticals shall not be liable for failure to supply pharmaceutical products or to perform on any contract due to any strike, acts of nature, acts of government, interruptions in transportation, inability to obtain supplies, product recalls, or other causes beyond Sunset Pharmaceutical's control.

Legal Entity Name:

Signature:

Print Name

Title:

Date: