



8000 S. Kolb Road, Tucson, AZ 85756 USA

www.wellsgrp.com

phone: +1 (520) 298-6069

e-fax: +1 (520) 885-1189

CUSTOMER ACCOUNT APPLICATION PACKET

Thank you for your interest in establishing a customer account with Wells Johnson Company.

This application is designed to collect information required to establish a compliant customer relationship and ensure appropriate ordering, billing, regulatory verification, and shipping processes. *The estimated time of completion is 10-15 minutes.*

Applicant Instructions:

Please complete all applicable sections and attach the required and applicable supporting documents.

An incomplete application or missing documents may delay or decline account approval.

Return completed application and supporting documents to:

Wells Johnson Company

c/o Customer Service Department

Address: 8000 S. Kolb Road, Tucson, AZ 85756 USA

Phone: +1 (520) 298-6069

Email: customerservice@wellsgrp.com

Required Documents Checklist:

(Please include the following documents with your application)

Required:

- ☐ Fully Completed Application Packet
- ☐ Current W-9 or applicable tax identification documentation
- ☐ Government issued identification (Authorized Signer)

If Applicable:

- ☐ Tax Exemption Certificate
- ☐ Business License
- ☐ DEA Number Documentation
- ☐ Resale Certificate
- ☐ International Import License

Your Next Step:

Complete Application packet in its entirety, and return all required documentation to:

Wells Johnson Company

c/o Customer Service Department

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Our Next Step:

Once your account is established, we will email your new customer account number along with other pertinent contact information.

SECTION 1 - CUSTOMER BUSINESS INFORMATION

Legal Business Information	
Legal Business Name:	
DBA (Doing Business As):	
DUNS Number (optional):	
Main Business Phone Number:	
Federal Tax ID / EIN:	
Website:	
Year Established:	
Legal Status:	☐ Public Corporation ☐ Private Corporation ☐ Partnership ☐ Sole Proprietor ☐ Limited Liability Corporation (LLC) ☐ Other (describe): _____
Facility Information	
Facility Name:	
Main Facility Phone Number:	
Facility License Number:	
Facility National Provider Identifier (NPI) Number:	
Facility Type: <i>(select applicable facility type)</i>	☐ Plastic/Cosmetic Surgery Practice ☐ Ambulatory Surgery Center ☐ Dermatology Practice ☐ Hospital ☐ Medical Spa ☐ Government Facility ☐ Research Facility ☐ Other (describe): _____
Facility Accreditation:	☐ AAAASF ☐ AAAHC ☐ Joint Commission ☐ State Licensed Facility ☐ Other (describe): _____

SECTION 2 - DISTRIBUTOR INFORMATION (if applicable)

Distributor Information	
Customer Classification:	☐ International Distributor ☐ Re-packager/Re-labeler
FDA Registered Repackager/Relabeler:	☐ Yes ☐ No
FDA Registration Number:	
Territory:	
Whom do you presently sell to:	☐ Plastic Surgery ☐ Cosmetic Surgery ☐ Other: (please specify): _____
What products do you presently distribute? <i>(Include U.S. companies if any) *</i>	
Number of Employees:	



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Annual Sales Volume (\$USD):	
Number of Sales Representatives:	
Estimated Purchase Volume (\$USD) of Wells Johnson products:	
Who are your largest competitors, how do you rank in size, and what are competitive differences?	
Importer Number:	
VAT Number:	
Import License:	
Customs Broker:	
Freight Forwarder:	

Customer agrees to comply with applicable export regulations and restrictions.

☐ Accepted

SECTION 3 - PHYSICIAN AND LICENSE VERIFICATION

Primary Physician Information	
Physician Name and Specialty:	
Medical License Number:	
License Expiration and State:	Date: _____ State: _____
Physician National Provider Identifier (NPI) Number:	
DEA Number: (optional)	

SECTION 4 - BILLING AND PURCHASING INFORMATION

Billing Information	
Physical Address:	
Billing Address:	
Shipping Address:	
Phone Number:	
Days of Operation:	
Other Facility Locations:	
Accounts Payable Contact:	Name: _____ Phone: _____ Email: _____
Invoice Delivery Preference:	☐ Email ☐ Mail
Invoice Email Address:	
Purchasing Contact:	Name: _____ Phone: _____ Email: _____
Purchase Orders Required:	☐ Yes ☐ No
Receiving Contact:	Name: _____ Phone: _____ Email: _____
Special Delivery Requirements:	Dock hours, liftgate, appointment, or other requirements: _____ <i>*All domestic shipment deliveries are FOB Tucson, AZ USA using FedEx as the carrier.</i>

SECTION 5 – TAX COMPLIANCE INFORMATION

By establishing an account and submitting orders with Wells Johnson, Applicant acknowledges and agrees that sales tax is applied and finalized at the time of Sales Order Confirmation. In accordance with tax compliance regulations, sales tax will be assessed on all orders unless a valid, state-issued Sales Tax Exemption Certificate is provided to Wells Johnson prior to or at the time of order confirmation. If valid exemption documentation is not submitted prior to transaction completion and sales tax is not disputed at the time of order confirmation, any sales tax assessed on the resulting invoice becomes the sole financial liability and responsibility of



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the Purchaser. Applicant acknowledges that Wells Johnson does not handle, process, or involve itself with any sales tax adjustments, credits, or exemption claims after an invoice has been issued.

If Applicant's organization qualifies for tax-exempt status after an invoiced transaction, Applicant must contact their state's Department of Revenue or taxing authority directly to seek a refund of any paid sales tax.

Tax Information	
Federal Tax ID: (attach W9)	
Sales Tax Exempt:	☐ Yes ☐ No ☐ Tax Exemption Certificate attached
State:	
Certificate Number:	
Expiration Date:	

*Note: Tax exemption certificate required if tax exempt. Taxes will be applied otherwise.

SECTION 6 – CREDIT APPLICATION

Requested Account Terms			
Requested Payment Terms:	☐	Credit Card	
	☐	Check	
	☐	Electronic Transfer (ACH)	
	☐	Net 30	
Requested Credit Limit: <i>(Net 30 only)</i> <i>See Section 7 (Sales, Credit & Warranty Terms)</i>	☐	\$2,500.00	
	☐	\$5,000.00	
	☐	\$7,500.00	
Estimated Annual Purchases (\$USD):			
Average Monthly Purchases (\$USD):			
Reference	Company / Bank Name	Contact	Phone / Email
Bank Reference:			
Medical Trade Reference 1:			
Medical Trade Reference 2:			
Medical Trade Reference 3:			
Credit Card Authorization			
Cardholder Name:			
Cardholder Account Number:			
CVV Code:			
Card Type:	☐ VISA ☐ MASTERCARD ☐ AMEX		
Billing Address:			

Authorization:

☐ Customer authorizes Wells Johnson Company to maintain current payment information for approved purchases and any past due charges on NET 30 accounts including the monthly service charge of 1.5% for past due amount.

ACH Information (if applicable)	
Bank Name:	
Routing Number:	
Account Number:	

SECTION 7 – SALES, CREDIT AND WARRANTY TERMS

Terms are Net 30 Days, subject to the approval of Wells Johnson Company. Wells Johnson Company reserves the right to require payment in advance, C.O.D., or otherwise modify credit terms based on payment history of the buyer.

Where applicable, international orders require pre-payment. All prices are exclusive of present and future sales, revenue, and excise tax, and import duty or similar applicable taxes. Buyer shall pay such taxes unless Buyer provides the proper exemption certificate(s).

Delivery shall be FOB, Tucson, AZ, USA, and Buyer shall bear all shipping, insurance, and related transportation charges. All stipulated delivery or shipment dates are estimates only. Shipments are most often made via Fed Ex. All shipping charges are prepaid and added to the invoice for Fed Ex shipments.

There is a \$100.00USD minimum order. All orders under \$100.00USD will be charged a \$20.00USD processing fee.

All claims must be made within five (5) business days of receipt of products. Returns will not be accepted without a prior Return Merchandise Authorization (RMA) number. Call Customer Service (+1 520-298-6069) or email

(customerservice@wellsgrp.com) prior to returning any product. Wells Johnson reserves the right to refuse unauthorized deliveries.

Unauthorized deliveries will be returned at customer's expense.

All returns are subject to a Restocking Fee, calculated as a percentage (%) of the product invoice amount, is as follows:

- Twenty percent (20%) of items returned within 30 days.
- Thirty percent (30%) of items returned within 60 days.
- No Credit on items returned after 60 days.
- All custom items, including cannulas, are non-refundable.

All cannulas and related instruments being returned for evaluation must include a signed Returned Authorized Form (RMA) which includes a statement that the item being returned has been cleaned and sterilized. Products not meeting this requirement will be returned at customer's expense. Buyer is liable for all collection costs incurred on unpaid, past due invoices. A 1.5% monthly service charge will be charged on all outstanding and past due invoices accordingly.

WARRANTY TERMS

Wells Johnson Company products are guaranteed, from date of invoice, to be free of manufacturing defects in material and workmanship and are warranted as follows:

- Lifetime: Cannula and Reusable Instruments
- Five (5) years: Hercules™, Whisperator™ and Wells Infiltration System (WIS)
- One (1) year: All other non-custom Products
- None after use: Consumables

Transportation charges on products returned under this warranty are borne by the customer. This warranty does not apply to damage caused by normal wear and tear, failure to follow Instructions for Use, misuse, improper handling, unauthorized modification, improper maintenance, and operation. This warranty only applies to products used for their intended purpose. Manufacturers make no additional warranties, express or implied, including merchantability or fitness for a particular purpose except as required by law.

SECTION 8 – CUSTOMER CERTIFICATIONS AND SIGNATURES

Authorized Purchaser Certification:

☐ I certify that all products purchased from the Wells Johnson Company will be purchased for professional use and used only by licensed healthcare professionals or under their direct supervisions.

☐ I authorize Wells Johnson Company to verify all information provided, including professional licenses, NPI records, banking references, trade references, and business information.

Customer Compliance Certification:

Customer Certifies:

- ☐ Information provided is accurate and complete
- ☐ Medical licenses are current and valid
- ☐ NPI information is accurate
- ☐ Customer is authorized to purchase medical devices
- ☐ Customer agrees to Wells Johnson Terms and Conditions (next page)
- ☐ Customer agrees to Wells Johnson Sales, Credit and Warranty Terms



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- ☐ Customer understands products are intended for professional healthcare use
- ☐ All Required Documentation is attached (see checklist on 1st page)

You are submitting this application to Wells Johnson Company, where applicable ("Wells Johnson").

Your signature below indicates that you are an owner, officer, or authorized buyer of Applicant and Applicant agrees to the attached Terms and Conditions. In addition, each of the undersigned ("Applicant") specifically represents to Wells Johnson, including its subsidiaries and/or affiliates, and to Wells Johnson's actual or potential agents, brokers, processors, attorneys, insurers, servicers, service providers, successors and assigns ("Seller") and agrees and acknowledges that: (1) the products will not be used for any illegal or prohibited purpose or use; (2) all statements made in this application are made for the purpose of obtaining an extension of credit for business purposes, and not for any personal, family or household purposes; (3) Seller may verify or reverify any information contained in the application from any source named in this application, and Seller may retain the original and/or an electronic record of this application, even if the extension of credit is not approved; (4) Seller may continuously rely on the information contained in the application, and Applicant is obligated to amend and/or supplement the information provided in this application if any of the material facts that Applicant have represented herein should change prior to any sale; (5) Applicant's transmission of this application as an "electronic record" containing Applicant's authorized representative's "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or Applicant's electronic facsimile transmission of this application containing an electronic facsimile of Applicant's authorized representative's signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing an original written signature.

- ☐ Customer authorizes electronic signatures.

Authorized Signer Name	
Title	
Signature	
Date	

TERMS AND CONDITIONS

In consideration of the extension of credit by Seller to Applicant, and by signing the Application hereinbefore and made as part hereof, Applicant agrees to the following Terms and Conditions, which Terms and Conditions are a part of this Application.

1. Upon approval of this Application, Seller, in its sole discretion, and notwithstanding any request of the Applicant, will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.

2. All purchases by Applicant of goods and/or services from Seller will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to Seller, all of which are incorporated herein by this reference. Applicant agrees and understands that Seller, in its sole discretion, may change these Terms and Conditions.

3. Payment of the purchase price for goods and/or services acquired from Seller shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Seller on all invoices shall become due in full immediately upon default in the payment of any invoice.

4. Applicant agrees to pay interest in the amount of one and one-half percent (1.5%) per month, or the highest rate permitted by law,

whichever is less, on any payment considered past due until collected. Applicant further agrees to pay all costs of collection incurred by Seller, including attorneys' fees and expenses, should a default in payment or any other obligation of Applicant occur.

5. If this Application is not approved in full, or if any other adverse action is taken with respect to Applicant's credit with Seller, Applicant has the right to request, within sixty (60) days of Seller's notification of such adverse action, a statement of the specific reasons for such action, which statement will be provided within thirty (30) days of said request.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the Applicant has the capacity to enter into a binding contract); because all or part of Applicant's income derives from any public assistance program; or because Applicant has in good faith exercised any right under the Consumer Credit Protection Act.

The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

6. Applicant hereby agrees to immediately notify Seller of any sale of a significant portion of the assets or business of Applicant, or a sale of a substantial interest in the capital stock or other ownership interest of Applicant.



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7. Applicant agrees to neither order nor accept goods from Seller while Applicant is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code. Every order placed or delivery accepted while the Applicant is insolvent shall constitute a written misrepresentation of solvency to Seller within the meaning of Section 2-702(2) of the Uniform Commercial Code.

8. Seller and Applicant agree that any litigation of or concerning this Application, or any transactions pursuant to this Application, shall only be brought to the state or federal courts located in the State of Arizona. This Application and all transactions made pursuant to this Application shall be governed by the laws of the State of Arizona, regardless of its choice-of-law rules.

All sales transactions exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods, otherwise applicable.

9. Applicant gives up any right to participate as a representative or member of a class in a class action.

10. Jury trial waiver. Both parties hereby waive any right to a trial by jury in any action, proceeding, or counterclaim based upon or relating to this application or any transactions entered into pursuant to this application.

11. Notwithstanding anything to the contrary in the foregoing paragraph, and in addition thereto, Applicant hereby agrees that Seller may, at Seller's sole option, require Applicant to arbitrate any controversy or claim arising out of or relating to this Application, any credit extended by Seller to Applicant, or any other issue. If Seller elects arbitration, such controversy or claim shall be arbitrated by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and any judgment or award rendered in connection therewith may be entered in any court having jurisdiction thereof. Applicants hereby consent to arbitration in the State of Arizona.

The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. The arbitrator(s) may determine how the costs and expenses of arbitration shall be allocated between the parties but shall not award attorneys' fees.

12. To secure the full and timely payment by Applicant to Seller of all amounts now existing or hereafter arising and due to Seller, Applicant hereby grants to Seller a continuing security interest in and lien upon all goods, inventory, equipment, and fixtures sold to Applicant by Seller from time to time, together with all other assets of Applicant, including, without limitation, all presently existing and hereafter acquired:

(a) Accounts;

(b) Goods returned to or repossessed by Applicant which have given rise to Accounts;

(c) Chattel paper, electronic chattel paper, tangible chattel paper,

documents of title, instruments, documents, general intangibles, payment intangibles, letter-of-credit rights, letters of credit, and supporting obligations;

(d) Goods, including without limitation inventory, equipment, fixtures, trade fixtures, and vehicles;

(e) Investment property;

(f) Deposits, cash, cash equivalents, and any property of Applicant now or hereafter in the possession, custody, or control of Seller;

(g) Deposit accounts maintained with any depository institution;

(h) All other personal property of Applicant of every kind and nature; and

(i) All commercial tort claims;

(collectively, the "Products"), together with all cash and non-cash proceeds thereof, including, without limitation, proceeds of all insurance policies covering the foregoing property.

Applicant authorizes Seller to file and perfect any statutory lien rights and any rights arising under indemnity or performance bonds, regardless of whether payment is then due.

Applicant agrees to execute and deliver such agreements, instruments, financing statements, and other documents reasonably requested by Seller to perfect and maintain Seller's security interest.

Applicant irrevocably appoints Seller, and any person designated by Seller, as Applicant's attorney-in-fact to execute such documents on Applicant's behalf if necessary.

Applicant further authorizes Seller to prepare and file Uniform Commercial Code ("UCC") Financing Statements, amendments, continuations, and other filings in any jurisdiction deemed appropriate by Seller, without Applicant's signature, and authorizes Seller to describe the collateral in such filings in any manner Seller determines appropriate.

13. To further secure the full and timely payment to Seller of the purchase price of all inventory, equipment, goods, supplies, merchandise, and other personal property now or hereafter acquired by Applicant from Seller or financed by Seller for Applicant (the "Purchase Money Collateral"), Applicant grants Seller a first-priority Purchase Money Security Interest ("PMSI") in the Purchase Money Collateral, together with all additions, accessions, substitutions, replacements, products, insurance proceeds, accounts, and all other cash and non-cash proceeds derived therefrom.

14. Applicant and each person signing this Application or any related document authorize Seller, at any time and from time to time, to obtain credit reports, civil judgment reports, and criminal background checks concerning Applicant and each such individual or entity. Applicant further authorizes Seller to share information contained in this Application, together with other information regarding Applicant, with Seller's affiliates, subsidiaries, parent companies, and other entities with which Seller conducts business.



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15. Seller and each person signing this Agreement expressly consent to:

(a) Receiving correspondence, marketing materials, product information, and other communications from Seller by email or electronic facsimile using the contact information provided by

Applicant or its officers, directors, shareholder partners, partners, agents, subcontractors, or employees; and

(b) Receiving telephone calls, including calls placed through automatic telephone dialing systems, prerecorded or artificial voice messages, and text messages, at any telephone number provided by Applicant or otherwise associated with Applicant.

16. The parties agree to comply with all applicable laws, regulations, and requirements of the United States, including, without limitation, export control regulations administered by the U.S. Department of Commerce, Bureau of Industry and Security, and economic sanctions administered by the U.S. Department of the Treasury, Office of Foreign Assets Control.

Applicant further agrees that it shall not make, directly or indirectly, any payment that would violate any applicable anti-bribery law, including, without limitation, the U.S. Foreign Corrupt Practices Act.

The parties additionally agree to comply with all applicable federal, state, and local laws relating to reimbursement of healthcare items and services, including, without limitation, 42 U.S.C. §1320a-7b (the Federal Anti-Kickback Statute), together with all regulations promulgated thereunder, as amended from time to time.

17. If any provision of this Agreement, whether a paragraph, sentence, clause, or portion thereof, is determined by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such provision shall be deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect.