



Credit Application

TAX ID 41-122-9121
DUNS #06-819-9363

Company and Billing Information

\$ _____ | _____
Credit Line Requested | Application Date

Firm Name

Address

City State Zip

County Country

Provider Number

Year Established:

Annual Revenue: \$

GPO:

Duns:

If Tax Exempt – Form(s) MUST be attached per state exemption based on Ship-to-address

Names of Owners and/or Corporate Officers

Name Title Social Security Number

Name Title Social Security Number

Name Title Social Security Number

Banking References

1.)

Bank Name Account Number

Address Telephone Number

City State Zip

Person to Contact Account Type(s)

2.)

Bank Name Account Number

Address Telephone Number

City, State Zip

Person to Contact Account Type(s)

Business References

1.)

Name of Company Account Number

Address Telephone Number

City State Zip

Person to Contact Title

2.)

Name of Company Account Number

Address Telephone Number

City State Zip

Person to Contact Title

3.)

Name of Company Account Number

Address Telephone Number

City State Zip

Person to Contact Title

4.)

Name of Company Account Number

Address Telephone Number

City State Zip

Person to Contact Title

Please READ back of this form and SIGN below:
(Attach Financial Statements when applicable – All blanks MUST be completed)

Signature and Title (Required to process this application) Date

Name of Person Responsible for Process Payment Phone Email

TERMS AND CONDITIONS OF SALE

1. Agreement. These standard terms and conditions of sale (“Agreement”), together with any other document(s) that Minntech Corporation (“Minntech”) has attached hereto or executed that specifically reference this Agreement (such as a Distributor Agreement or a Letter of Authorization), constitute the entire agreement between Minntech and you (“Buyer”), regarding your purchase and resale of Minntech’s products, services and support (collectively, “Products”) and supersede all other agreements and understandings, whether written or oral, between the parties with respect to the purchase of such Products. By executing a Distribution Agreement or Letter of Authorization referencing this Agreement or by accepting delivery of the Products, Buyer agrees to be bound by and accept the terms and conditions of this Agreement. These terms and conditions are subject to change at any time in Minntech's sole discretion upon written notice. This Agreement may NOT be altered, supplemented or amended by the use of any other document(s) unless otherwise agreed to in a separate written agreement signed by Minntech. If Buyer does not wish to be bound by this Agreement, Buyer must promptly notify Minntech. Products must remain in the boxes in which they were shipped and Buyer must notify Minntech immediately to arrange a Product return, for which Buyer WILL BE RESPONSIBLE FOR SHIPPING & HANDLING CHARGES. THIS AGREEMENT SHALL APPLY UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT WITH MINNTECH THAT REPLACES THIS AGREEMENT.

2. Price. All prices exclude applicable United States federal, state, or local taxes as well as foreign taxes, which shall be added to the price or billed separately to Buyer where Minntech has the legal obligation to collect the taxes. Minntech reserves the right to charge at any time a monthly service charge of one and one-half percent (1 ½%) or the highest rate allowed by law, whichever is lower, on accounts that are not paid when due, effective as of first day after the due date.

3. Payment Terms. Payment terms are net thirty (30) days after date of Minntech’s invoice, unless otherwise agreed to in writing. All payments shall be made in US Dollars. If Buyer fails to fulfill the terms of payment or if Minntech shall have any doubt at anytime as to Buyer’s financial condition, Minntech may decline to make further deliveries except upon receipt of cash or satisfactory security. This requirement will not release Buyer from any previous obligation. Buyer will pay invoices rendered by Minntech covering Products not in dispute regardless of disputes relating to other invoices. Buyer shall be liable to Minntech for all costs incurred by Minntech in its collection of any amounts owing by Buyer which are not paid when due, including collection agencies’ and attorneys’ fees and expenses, regardless whether an actual lawsuit is commenced.

4. Security for Payment of Purchase Price. Buyer hereby grants to Minntech a purchase money security interest and lien on any and all of Buyer’s rights, title and interest in the Products, wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products is paid in full, including any late charges and costs of collection. Upon Minntech’s request, Buyer shall execute suitable financing statements for filing or such other applicable documents and, in applicable jurisdictions, Buyer grants to Minntech the right to file financing statements without Buyer’s signature thereon. Minntech may file this Agreement as a financing statement.

5. Force Majeure. Minntech shall not be liable for any delays in the delivery of orders, due in whole or in part, directly or indirectly, to fire, act of God, strike, shortage of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargo, government order or directive, terrorist activities or any other circumstance beyond Minntech's reasonable control.

6. Delivery Terms. Unless otherwise provided on Minntech’s acknowledgement form or other document accepted by Minntech in writing, all shipments shall be delivered by Minntech Ex Works Minntech’s facility (as such term is defined in Incoterms 2000). The carrier shall be deemed to be Buyer’s agent, and Buyer shall make all claims with respect to damage in transit against the responsible carrier. Delivery dates provided by Minntech are estimates only, and Minntech’s failure to meet the same shall not be deemed a breach of this Agreement. Shipping and handling are additional and will be shown on the invoice(s) or other documentation. Unless Buyer provides Minntech with a valid and correct tax-exemption certificate applicable to the Product ship-to location at the time of purchase, Buyer will be responsible for sales, goods, and services, and all other taxes and fees associated with the order, however designated, except for Minntech's franchise taxes and taxes on Minntech's net income.

7. Inspection and Acceptance; Installation. Buyer must inspect delivered Products and report claims for defects, damages or shortages which are discoverable on a visual inspection in writing within ten (10) days of delivery or the Products shall be deemed irrevocably accepted and such claims shall be deemed waived. To the extent required, Buyer will be solely responsible for installation and servicing of the Products.

8. Limitations of Warranties. MINNTECH MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN THE LABELING AND LITERATURE ACCOMPANYING THE PRODUCT(S). MINNTECH DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR PARTICULAR USE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. Minntech makes no other warranties of any kind and any repair or attempt to repair Products by anyone other than an authorized representative of Minntech automatically voids any warranty on those Products. The warranty on a Product is also void if the Product is misused or abused. Any oral or written statement concerning the Products inconsistent with the warranty contained in the labeling and literature accompanying the Products shall be of no force or effect. Goods may be returned to Minntech only with prior written approval from Minntech. Any Products returned will be returned at Buyer's expense and no allowance for, or replacement of, defective Products covered by warranty will be made unless the alleged defects are established to the satisfaction of Minntech after its tests and inspections. If any such defect is so established, Minntech's SOLE LIABILITY shall be, at Minntech's option, to either replace or repair the Products involved or refund the purchase price to Buyer.

9. Limitation of Actions. Any actions or claims by Buyer regarding the sale of Products by Minntech must be brought within 12 months after the date of shipment of the Products by Minntech.

10. Changes/Returns. After acceptance by Minntech, Buyer's order shall not be subject to cancellation or reduction in any amount without Minntech's prior written consent. The terms and conditions for returning any Products purchased from Minntech shall be those contained in Minntech's Return Materials Authorization Policy in effect as of the date of shipment of the Products to Buyer.

11. Trademarks; Copyrights. Buyer may use the "Minntech" name and Minntech's product names solely for the purpose of accurately identifying the Minntech-branded Products Buyer markets or sells under this Agreement. Buyer agrees to change or correct, at its own expense, any material or activity that Minntech decides is inaccurate, objectionable or misleading, or a misuse of Minntech's name, trademarks, service marks, or Minntech's logos or copyrighted works. Buyer may not use the Minntech name or Minntech's product names for any other purpose. Buyer may not register or use any domain name or business name containing or confusingly similar to any name or mark of Minntech's. All brochures, advertising and marketing materials and other documents related to Products that are prepared or used by Buyer (other than those supplied by Minntech) must be approved in writing by Minntech prior to use.

12. No License. The sale of its Products by Minntech does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license implied or otherwise on patents or know-how of Minntech except as such Product itself is the subject of the claims of a Minntech patent.

13. Confidential Information. Buyer agrees that all information furnished hereunder to Buyer by Minntech is proprietary to Minntech and such information shall be held in confidence and shall not be used or disclosed by Buyer without Minntech's prior written consent, except for the fulfillment of this Agreement.

14. Installment. In the event any purchase of Products by Buyer is deemed or interpreted to be an installment contract, Minntech's failure to deliver when due, or nonconformity of, any installment will not substantially impair the value of the overall contract as a whole and shall not constitute a breach of the contract.

15. Limitation of Liabilities and Remedies. UNDER NO CIRCUMSTANCES SHALL MINNTECH HAVE ANY LIABILITY TO BUYER, AND BUYER HEREBY EXPRESSLY WAIVES ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS AND RELIANCE DAMAGES. BUYER AGREES THAT UNDER NO CIRCUMSTANCES SHALL MINNTECH'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY

CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

16. Indemnity. To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless Minntech, including Minntech's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, from any claim, demand, cause of action, debt, or liability (including reasonable attorneys' or legal fees, expenses, and court costs) that relates to: (a) Buyer's modification of or addition to Product(s); (b) Buyer's breach of this Agreement; (c) Buyer's omission, misrepresentation, or negligence; and (d) damage to a third party by the Products sold by Buyer to the extent such claim is based on (i) Buyer's modification of or addition to the Products, misuse or abuse of the Products, negligence, or breach of any provision in this Agreement; (ii) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products; (iii) Buyer's omission, misrepresentation, or negligence; or (iv) intentional harm to any person or property caused by Buyer.

17. Traceability. Buyers who are distributors of Minntech will create and maintain accurate records of all activities and events related to the Products to the extent necessary to ensure product traceability. The records will be constructed in such a manner that all significant activities or events will be traceable. Such records must be clear, readily available and include the following: (a) each order received and accepted; (b) the serial number of the Product(s) and the address where Product(s) are delivered; (c) the method of identifying the invoice issued to a customer; and (d) each customer credit issued and the reason therefor.

18. Customer Complaints. Buyer's who are distributors of Minntech will cooperate fully with Minntech in dealing with customer complaints concerning the Products and shall take such action to resolve such complaints as deemed necessary or appropriate by Buyer or as may be otherwise reasonably requested by Minntech. Buyer agrees to report to Minntech any complaint regarding a Product of which Buyer becomes aware within five (5) working days of receiving the complaint or two (2) calendar days if a death or serious injury is involved. Buyer agrees to assist Minntech to facilitate the resolution of complaints. For purposes of this agreement, a complaint can be the occurrence of any of the following: (a) receipt of any Product(s) quality claims, medical claims or complaints or other written claims or complaints, or (b) receipt of any written communication from any applicable regulatory agency pertaining to a Product.

19. Independent Contractors. No provision of this Agreement will or shall be deemed to create a partnership, joint venture, or other combination between Minntech and Buyer. Buyer and Minntech are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, franchisee, agent, or employee of the other party. Each party is responsible for the amounts it incurs arising from this Agreement and for the direction and compensation, and is liable for the actions of, its employees and subcontractors. All sales representatives and subdistributors of Buyer shall be subject to the terms and conditions of this Agreement.

20. Export. Buyer acknowledge that the Products sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the Products are received. Buyer acknowledges that it is Buyer's sole responsibility to comply with and abide by those laws and regulations. Further, under United States law, the Products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons.

21. Digital Files. No digital literature files (whether low, medium or high resolution) provided by Minntech to Buyer or any of its employees, representatives, contractors or agents, may be directly or indirectly modified or altered in any way, whether for promotion, marketing, sales or other purposes, without first obtaining the express written approval of Minntech. Any such request for approval shall be delivered by Buyer to the Marketing Manager of Therapeutic Technologies Group or VP – Therapeutic Technologies Group at Minntech. Any modification or alteration made by Buyer without obtaining such approval will be deemed a material breach of this Agreement.

22. Headings. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated. Neither party will be liable for any delay resulting from circumstances or causes beyond the party's reasonable control.

23. Language. The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only.

24. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement, including any action in tort, contract or otherwise, at equity or at law, and any claims of fraud in the inducement (a "Dispute"), shall be resolved in a manner set forth in this Section. Either party may initiate negotiation proceedings by writing a letter to the other party setting forth the particulars of the Dispute, the terms of the contract that are involved and the suggested resolution of the Dispute. If the Dispute is not resolved within thirty (30) days after delivery of the initial written letter setting forth the particulars of the Dispute, either party may submit such Dispute to binding arbitration conducted pursuant to the provisions of this Agreement and the arbitration provisions of the International Chamber of Commerce ("ICC") in effect on the Effective Date of this Agreement, except to the extent such ICC rules are inconsistent with the provisions of this Agreement. Even though the arbitrator(s) shall apply the ICC rules, the arbitration shall not be conducted through the ICC. The following terms shall apply:

- **Selecting Arbitrator(s).** The case shall be submitted to a single arbitrator who shall be a retired judge or an attorney who has practiced business litigation or in the substantive area of law related to this Agreement for at least ten (10) years. Each party shall submit a list of three (3) arbitrators to the other party within ten (10) days after the initiating party has delivered a written notice to the other party demanding arbitration of the Dispute. From the combined list, the parties shall mutually agree on the arbitrator. Should the parties be unable to agree on the choice of an arbitrator within thirty (30) days after delivery of the written notice demanding arbitration, the arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall choose one arbitrator within ten (10) after the expiration of the above thirty (30) day period and the two selected shall choose a third arbitrator within five (5) days after their appointment.
- **Location/Costs.** The site of the arbitration shall be in the metropolitan area of Minneapolis/St. Paul in the state of Minnesota or such other location as the parties may mutually agree. The exact location within such metropolitan area shall be designated by the arbitrator(s). The non-prevailing party shall pay all expenses of the arbitration proceeding, including the expenses and fees of the parties' witnesses and legal counsel and of the arbitrator(s), unless otherwise provided in the award.
- **Discovery/Governing Law/Interim Relief.** The arbitrator(s) shall allow the parties to conduct limited discovery. The governing law shall be that of the State of Minnesota, U.S.A. without regard to conflicts-of-law principles. The arbitration shall be conducted in English. Either party may apply to any court having jurisdiction hereof seeking injunctive relief so as to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved.
- **Final Award.** The arbitration award shall be final and binding upon the parties and may be entered and enforced at any court having jurisdiction. The parties hereby submit to personal jurisdiction of the federal courts located in the State of Minnesota, U.S.A. and consent to the entry of the arbitration award in such courts and in the appropriate courts located in any country where a party has its corporate headquarters.

25. Modification and Waiver. No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in writing signed by an officer of Minntech. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. The failure of Minntech to enforce any provision of this Agreement at any time shall not be construed to be a waiver of such provision nor of the right of Minntech thereafter to enforce such provision.

26. Validity. If any provision of these Terms and Conditions of Sale is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining Terms and Conditions of Sale shall not be affected.