



# Pharmacy Creations, LLC

A Wholly Owned Subsidiary of Imprimis Pharmaceuticals, Inc.

## STANDARD CUSTOMER APPLICATION

Please fill out all appropriate fields below and return this form via email to our Client Services team at [CLIENTSERVICES@IMPRIMISPHARMA.COM](mailto:CLIENTSERVICES@IMPRIMISPHARMA.COM) or via fax to 858-436-7294. If you have any questions regarding this application, please call 858-704-4644. Attach additional sheets if required.

### BUSINESS CONTACT INFORMATION

Company name:

Phone:

Fax:

E-mail:

Website:

Bill To Address:

City:

State:

ZIP Code:

Ship To Address (if different from above):

City:

State:

ZIP Code:

### CONTACT INFORMATION

Prescribing Physician Name:

NPI #:

Telephone:

E-mail:

Purchasing Agent Contact Name:

Telephone:

Fax:

E-mail:

Accounts Payable Contact Name:

Telephone:

Fax:

E-mail:

### ENTITY INFORMATION

Clinic  Other:

\*DEA #:

Tax ID #:

\*State License #:

NPI #:

Entity Address (if different from above):

City:

State:

ZIP Code:

\* A current copy of your State medical license and DEA license must be sent along with this application.

Estimated Annual Dollar Volume: \$ \_\_\_\_\_

Account Manager:

### FILL IN THE FOLLOWING ONLY IF YOU PLAN ON PAYING BY CREDIT CARD

Credit Card Number:

KEEP ON FILE

Expiration Date:

CVC Code:

Signature:

Date:



## Pharmacy Creations, LLC

*A Wholly Owned Subsidiary of Imprimis Pharmaceuticals, Inc.*

### LICENSE ASSIGNMENT

In addition to other requirements, Pharmacy Creations, Inc. (the "company") requires that a valid license, issued by the state in which the facility is domiciled, be on file before prescription drugs can be distributed to the facility(s) by the company. If the facility itself is state licensed, the address of the facility & the license must match exactly. **In the event a state licensed healthcare provider is the responsible person for a facility or facilities, rather than the facility itself, the form below must be completed and returned to the company.** The purpose of this form is to document that the facility(s) is operating within its domiciled state under the licensed supervision of the healthcare provider listed below and in accordance with applicable state law.

#### Locations Purchasing Requirements

Over the Counter       Legend Drugs       Controlled Substances

License Holder		Address License is issued to	
Name of Entity/Person on License:		Street 1:	
License Type:		Street 2:	
License Number:		City:	
License Expiration:		State:	ZIP Code:

*\*Attach a copy of this license with this document and return it to Client Services ([CLIENTSERVICES@IMPRIMISPHARMA.COM](mailto:CLIENTSERVICES@IMPRIMISPHARMA.COM))*

#### List below the other organizations covered by the License listed above.

Entity Name:		Entity Name:	
Street 1:		Street 1:	
Street 2:		Street 2:	
City:		City:	
State:	Zip:	State:	Zip:
<b>License Holder Signature</b>		<b>Facility Administrator Signature</b>	
<b>Date:</b>		<b>Date:</b>	



## Pharmacy Creations, LLC

*A Wholly Owned Subsidiary of Imprimis Pharmaceuticals, Inc.*

### **GENERAL SALES POLICY**

#### Terms and Conditions

Prices and terms are F.O.B. Pharmacy Creations, Randolph, NJ 07869 and are subject to change without prior notice. These Terms and provision of products hereunder shall be governed by the laws of the State of New Jersey without regard to its choice of law rules, and the parties hereby unconditionally submit to the exclusive jurisdiction of New Jersey courts, state and/or federal, in all matters relating to this Agreement. A property executed credit application is required before sales on credit are provided.

Payment for sales and services is to be made from the date of the invoice and within the terms agreed to and as stated on the invoice. Unless otherwise approved by the Company, full payment is due 30 Days after invoice date. Statements are mailed as a courtesy during the first week of each month. Failure to pay invoices for merchandise and finance charges, if any, in full and within agreed terms will result in curtailment of shipments and may result in revocation of credit terms or termination of the business relationship with the Customer.

Failure to pay invoices when due will result in the assessment of a finance charge of 1.5% per 30 day billing cycle on the outstanding balance. In the event the Company incurs collections costs or institutes suit to collect amounts past due under this agreement or any portion thereof, Customer promises to pay such additional collection costs, charges, and expenses including reasonable attorney's fees.

Customer agrees not to make any deduction from payment unless credit memorandum has been issued to the Customer. Credits are void 12 months after the date of issue and are valid only against future purchases and may not be redeemed for cash.

Payment must be made in U.S. currency only and may be in the form of check, money order, or credit card. Cash is not accepted. Payments in the form of checks must be addressed and forwarded to the Company's address: 540 New Jersey 10, Randolph, NJ 07869. Payments must be received on or before the due date in order to avoid disruptions in shipments and additional finance charges.

The purchase of prescription drugs requires proof of appropriate license(s). Product will not be shipped without proper documentation. Pharmacy Creations, LLC. Reserves the right to limit purchase quantities. Reports of suspicious order quantities of controlled substances will be reported to the DEA by the Company in accordance with the law.

For sales into states where Pharmacy Creations, LLC. Is not required to collect sales tax, the customer agrees to report, collect and remit all applicable sales and use taxes to the appropriate taxing authority. If required, the customer is responsible for providing Pharmacy Creations, LLC. With documentation of proof of sales tax exempt status.

Every attempt will be made to inform customers of policy changes. However, we reserve the right to amend prices and terms and conditions of sale without notification.



## Pharmacy Creations, LLC

*A Wholly Owned Subsidiary of Imprimis Pharmaceuticals, Inc.*

### **GENERAL SALES POLICY**

#### Credit

Credit may be extended to new customers upon completion of a properly executed Pharmacy Creations, LLC. credit application. Customers may go on credit hold for a history of slow payment, for a license discrepancy, for violations of Federal or State Law, or reasons not listed here.

#### Pricing

Customer orders and credits, whether based on submitted quotations or not, are subject to acceptance and approval by Pharmacy Creations, Inc.

#### Damaged Shipments and Discrepancies

If damage is visible at the time of delivery, a notation of damages should be made on the carrier's delivery or freight bill or order can be refused. Notification of delivery problems must be made to Pharmacy Creations within 48 hours of receipt of damaged shipment to ensure processing of replacement order and to file a freight claim with the carrier.

Notification of shipping errors, discrepancies and other claims against sales must be made within 48 hours of receipt of goods in order to receive credit. To avoid processing fees, return of product for damages and discrepancies must be received by Pharmacy Creations within 30 Days of the invoice date. Product received after 30 Days may be subject to a processing fee of up to 25%. Details regarding returns are detailed in the company Return Good Policy.

#### Delay in Transit

Pharmacy Creations is not responsible for delays in transit due to weather conditions, carrier strikes and other acts of nature which may impede shipment of product. If an expected delivery has not been received within 1 business day after product was expected to be received, call customer service for status of order.

#### Shipment

Shipments will be charged based on weight and required packaging, destination, and shipping speed.

#### Force Majure

Pharmacy Creations shall not be liable for failure to supply products or to perform on a ny contract due to strike, acts of nature, acts of Government, and interruptions in transportation, inability to obtain supplies of raw materials, product recalls or other causes beyond Pharmacy Creations' control.