



Account Profile: Credit Application and Agreement



COMPANY

Legal Entity Name: _____

State of Incorporation: _____ Date of Incorporation: _____

DBA/Assumed Name (if applicable): _____

Address: _____

City: _____ State: _____ County: _____ Zip: _____ Country: _____

Phone No: _____ No. of years at this address: _____

FAX No: _____ E-mail: _____

BUSINESS ENTITY TYPE

Check One:

Corporation Limited Liability Company (LLC) Individual/Sole Proprietor Partnership Non-profit Corp.

Federal I.D.# _____

SALES TAX PROFILE

Tax Classification Code (See page 9 for list of classifications) _____

Do you have a Resale/Tax Exemption Certificate ("RTEC"): Yes No

If yes, please provide a copy with this Credit Application.

OWNERSHIP

PRINCIPAL 1

Name of Principal: _____ Title: _____

Home Phone: _____ Cell Phone: _____

Social Security Number: _____

Home Address (City/State/Zip): _____

Email: _____

Check One: Hearing Aid Specialist Audiologist Medical Specialist

Other, specify: _____

License Number: _____ Date of License: _____

Number of years in the hearing industry: _____ Professional License #: _____

State: _____ Issue Date: _____ Expiration: _____



PRINCIPAL 2

Name of Principal: _____ Title: _____

Home Phone: _____ Cell Phone: _____

Social Security Number: _____

Home Address (City/State/Zip): _____

Email: _____

Check One: Hearing Aid Specialist Audiologist Medical Specialist

Other, specify: _____

License Number: _____ Date of License: _____

Number of years in the hearing industry: _____ Professional License #: _____

State: _____ Issue Date: _____ Expiration: _____

Please use separate sheet to list all additional principals

PROFILE

Have you previously had an account with Starkey? Yes No If yes, Account Number: _____

Manager: _____ View pricing: Yes No

Email: _____ Phone: _____

A/P: _____ Email: _____ Phone: _____

Purchase Order Numbers Required: Yes No

Individual PO# _____ Attach Blanket PO# _____

Additional Contacts: _____

Do you want your invoices emailed to you? Yes No Email: _____

If yes, choose an email frequency: One Email Per Day One Email for Each Invoice

Do you want product pricing to appear on your Packing Lists? Yes No

AGREEMENT

This Agreement is made between the Company and the individual owner(s), each identified on the previous page (individually and collectively, the "Customer"), and Starkey Hearing Technologies, including its divisions and subsidiaries (collectively "Starkey"). This Agreement will be effective upon acceptance by Starkey, which acceptance shall be evidenced by Starkey's sale of products to Customer. Customer agrees that if Starkey accepts this Agreement, Starkey is extending credit to Customer for a business purpose and such credit is not being extended for personal, family or household purposes.

Customer, individually on behalf of him/herself and on behalf of the Company, certifies that the information provided to Starkey on the previous page is accurate and complete. Customer understands and agrees to the Terms and Conditions of sales on the back of this page. Customer authorizes Starkey to contact any source necessary to determine credit and financial responsibility. Customer agrees to notify Starkey immediately, in writing, of any change in the information on the previous page provided to Starkey, including without limitation, (i) changes in the name of the Company; (ii) changes in the ownership of the Company; (iii) changes in the address of the Customer; or (iv) the addition of any new legal entity, which entity, if accepted by Starkey, shall be required to sign this Agreement. Customer understands and agrees that Customer is transacting business in the State of Minnesota by making credit purchases from Starkey pursuant to this Agreement.

AUTHORIZATION: CUSTOMER AUTHORIZES STARKEY TO OBTAIN A CREDIT REPORT FROM ANY REPORTING AGENCY FOR THE PURPOSE OF DETERMINING THE CREDIT AND FINANCIAL STATUS OF CUSTOMER, HISTORY AND RESPONSIBILITY, AND TO ASSIST STARKEY IN ANY MANNER IN MAKING THE DECISION TO GRANT OR DENY CREDIT TO CUSTOMER.

THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION AND SIGNATURES PROVIDED IN ANY NUMBER OF COUNTERPARTS. BY SIGNING BELOW, EACH OF THE UNDERSIGNED AGREE TO THE FOREGOING AND ACCEPT THE TERMS AND CONDITIONS ON THE BACK OF THIS PAGE.

Date _____

COMPANY:	OWNER(S)/INDIVIDUAL(S):
_____ (print company name)	_____ (signature)
By: _____ (signature)	Name: _____ (print)
Name: _____ (print)	_____ (signature)
Title: _____ (print)	Name: _____ (print)



PERSONAL GUARANTEE

In consideration of Starkey extending credit to Customer pursuant to the foregoing Agreement and the Terms and Conditions on the back of this page, each of the undersigned unconditionally, absolutely, irrevocably and personally guarantees to Starkey the full payment and performance when due, by acceleration or otherwise, of all debts, obligations and liabilities of Customer to Starkey, whether now or hereafter existing, direct or indirect, joint or several, or absolute or contingent, including without limitation, reimbursement for all costs and attorneys' fees incurred by Starkey to enforce this Guarantee. Each of the undersigned agrees that the credit extended by Starkey to the Customer is adequate and sufficient legal consideration. Each of the undersigned agrees this is a continuing, absolute and unconditional guarantee of payment for all indebtedness of the Customer to Starkey, not a guarantee of collection. Each of the undersigned waives any requirement for Starkey to first exhaust all remedies against the Customer and waives all setoffs and counterclaims and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of, and reliance on, this guarantee. Each of the undersigned further waives all (i) notices of the existence, creation or incurring of new or additional indebtedness by the Customer, (ii) notices of nonpayment or default, (iii) notices of any proceedings to collect from Customer, or any other guarantor of all or any part of obligations of the Customer, (iv) notices of exchange, sale, surrender or other handling of collateral given to Starkey to secure payment of Customer obligations, and (v) defenses based on suretyship or impairment of collateral. Each of the undersigned agrees this guarantee will not be released, discharged, affected, modified or impaired by any event or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor, including without limitation any modification or renewal of the Credit Application and Agreement. EACH OF THE UNDERSIGNED (I) AGREES THAT THIS GUARANTEE WILL BE ENFORCED IN ACCORDANCE WITH MINNESOTA LAW WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES, (II) CONSENTS TO JURISDICTION OF ANY COURT SITUATED IN MINNESOTA, AND (III) WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS GUARANTEE.

Date: _____

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

TERMS AND CONDITIONS OF SALE

TERMS OF PAYMENT

- Credit terms stated herein are subject to credit review and approval. Any and all credit is subject to periodic review and adjustment as necessary. Starkey reserves the right to deny credit to applicant without explanation.
- Unless otherwise agreed between Starkey and Customer, payment for all purchases of products and services from Starkey is due 45 days from the invoice date.
- Payments may be submitted by mail, online or over the phone.
 - Mailing address: Starkey Hearing Technologies, PO Box 856915, Minneapolis, MN 55485-6915
 - Online Payment Portal: <https://finance.hear.net>
 - Phone: 800-328-8602
- Overdue amounts payable to Starkey bear interest from the applicable due date at the maximum legal rate of interest.
- If Customer reasonably disputes any amount invoiced by Starkey, Customer must pay the amount of the invoice when due and provide Customer with written notice stating the nature of the dispute prior to 30 days after the due date of the invoice. Customer and Starkey shall use reasonable commercial diligence to resolve the disputed amount. All portions of the disputed amount determined to be owed the Customer shall be credited to the Customer's account within 10 business days of the resolution of such dispute.
- Customers must advise Starkey in writing of any allegedly defective products supplied by Starkey within 30 days of the invoice date and provide a written basis for the claim. The mailing address is Starkey Hearing Technologies, Attn: Customer Service, 6700 Washington Ave. S., Eden Prairie, MN 55344. Defective product(s) must be returned to Starkey in accordance with Starkey's Return Policy.
- Customer waives all billing error and defective product claims if Customer does not comply with the above requirements.
- Refunds will be credited to the Customer account. Other credit balances will be paid to the Customer upon written request to credit_collections@starkey.com or Starkey Hearing Technologies, Attn: Credit Department, 6700 Washington Ave. S., Eden Prairie, MN 55344.

CHECKS

If paying by check, in order to ensure proper credit to Customer's account, Customer must reference their Starkey account number on the face of each check along with a list of the invoices paid and credits used by that check. If no remittance information is provided, Starkey reserves the right to apply the payment to the earliest purchases.



RETURNS AND COLOR EXCHANGES

Returns: Products may be returned for full credit to Customer's account within 90 days from the date of invoice unless otherwise stated on invoice. Refunds will be credited to the Customer account. Shipping and handling fees do not get credited. Notwithstanding this Return Policy, Customer is still required to pay for purchased products and services pursuant to the Terms of Payment.

Color Exchanges: Color exchanges can be requested on new devices that have not been fit to a patient within 90 days from the date of invoice. Exchange devices assume the remaining warranty of the original product.

Eligible Items: Products must be in their original condition including all components (chargers, cords, rechargeable batteries, receivers, user manuals, etc.). If a returned item is missing components, a fee may be deducted from the refund. Products purchased on promotion may not be eligible for return. If the product has been processed under Loss & Damage, it is not eligible for return.

All returns and exchanges must include a completed 'Return for Credit or Color Exchange Form.' The form can be completed and printed from StarkeyPro.com/MyAccount/ServiceRequest.

Policy in effect as of August 27, 2018

REFUNDS

Refunds will be credited to the Customer account. Other credit balances will be paid to Customer upon written request. The mailing address is Starkey Hearing Technologies, Attn: Credit Department, 6700 Washington Ave. S., Eden Prairie, MN 55344.

INTERNET SALES POLICY

At Starkey Hearing Technologies, we believe that the best hearing is provided by you, the independent hearing professional. Allowing a patient to purchase a hearing aid without a face-to-face consultation, professional fitting, and subsequent follow-ups could result in a poor patient experience, or worse, further damage to their hearing. For these reasons, Starkey Hearing Technologies prohibits the sale of its products to distributors who sell hearing devices to end users without face-to-face, in-person consultations via the Internet. Starkey Hearing Technologies employees do not have authority to discuss and/or modify these guidelines, so please direct any questions to Starkey Guidelines Administrator, 6700 Washington Ave. S., Eden Prairie, MN 55344. These guidelines may be modified, suspended or discontinued at any time, with notice to all distributors, at the sole discretion of Starkey Hearing Technologies.

DEFAULT AND REMEDIES

Customer will be in breach and default of this Agreement if any one of the following events occurs: (1) Customer fails to pay any obligations owing to Starkey when due or demanded, including, without limitation, failure to pay for products or services per the Terms of Payment set forth above; (2) the owner(s) of the Company sell, transfer or assign 51% or more of the shares or stock of the Company to a third party without Starkey's written consent; or (3) Customer (i) becomes insolvent, (ii) generally fails to pay its/his/her debts as they become due, (iii) applies for, consents or acquiesces in the appointment of a receiver, trustee or other custodian for any of its/his/her property, or (iv) there is filed by or against Customer any case petition, proceeding or other action under any existing or

future bankruptcy, insolvency, reorganization, liquidation or readjustment of debt law or any similar existing or future law. If a default described in clause 3(iv) above occurs, all obligations owing by Customer to Starkey shall be immediately due and payable. If Customer is in breach or default under any other provision, Starkey may, in its discretion, (i) change the Terms of Payment, (ii) demand immediate payment of all obligations owing by Customer to Starkey, including without limitation the total amount due on all outstanding Customer invoices, (iii) commence an arbitration case pursuant to American Arbitration Association ("AAA") rules or a court action to recover all amounts described above, and/or (iv) enforce all rights and remedies under any applicable law. Starkey is entitled to recover all costs incurred in connection with enforcing any of its rights under this Agreement, including without limitation, attorneys' fees. No failure or delay by Starkey to enforce its rights will be deemed a waiver to enforce its legal and/or equitable rights at a later time, and will not relieve Customer of its/his/her obligations under this Agreement. At its election, Starkey may commence either the arbitration case or the court action and it shall be conducted in Minnesota. An arbitration award, judgment or court order in Minnesota shall be enforceable in any other competent court. Starkey, at its option, may dismiss an arbitration proceeding and seek a judicial remedy if the arbitrator(s) fail to strictly adhere to the terms of this Agreement or to the AAA rules. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS. CUSTOMER (I) AGREES THAT THIS AGREEMENT WILL BE ENFORCED IN ACCORDANCE WITH MINNESOTA LAW WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES, (II) CONSENTS TO JURISDICTION OF ANY COURT SITUATED IN MINNESOTA, AND (III) WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT.

ENFORCEABILITY

In the event that any term or condition of this Agreement appears to be missing or is ambiguous or unenforceable, this Agreement shall be construed so that a reasonable and enforceable term is implied rather than finding this Agreement to be invalid.

NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.

Terms Subject to Change Without Notice



TAX CLASSIFICATION CODES

Code Name	Definition
Commercial Trade Account	Audiologists, Hearing Aid Dealers, Retail Trade accounts.
Buying Group-3rd Party Pay	A group that offers volume-based pricing discounts to members, where the Buying group pays for the product and then resells to its customers.
Buying Group -Independent Pay	A group that offers volume-based pricing discounts to members, where the product is paid for and delivered directly to the group member.
Federal Government	The Federal Government and its agencies.
State Government	State governments of the United States including all Divisions and Departments.
Local Government	Local city and county governments in a particular state including all divisions and departments.
Hospitals	An institution providing medical treatment and nursing care.
Charitable Organizations	A non-profit organization whose primary objectives are philanthropy and social well-being, as well as charitable non-profit organizations defined as a 501(c)(3) organization. 501(c)(3) organizations range from charitable foundations to universities and churches. These organizations must be approved by the Internal Revenue Service to be tax-exempt.
Schools (Educ.) Orgs	An organization that provides education and learning for the teaching of students under the direction of teachers.
International Account	An account with an address located outside the United States.



www.StarkeyPro.com

6700 Washington Ave. S.
Eden Prairie, MN 55344
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