



Wholesale Account Application

Applicant Information		
Licensee Name:	Licensee Phone:	Licensee Email:
Company Name:		Website:
Full billing address:		
Ship to same as Billing? Y N	How did you hear from us?	
Full shipping address:		
Contact Name:	Contact Number:	Contact Email:
Application Documentation:		
<p>To be considered for a wholesale account, you must provide a State Medical Board License. In the case that your state does not issue State Medical Board Licenses, please see below for acceptable documentation. Please submit your application & documents to info@biopureus.com or fax to (855) 317-1122. All submissions are subject to BHP Holdings, Inc. ("BioPure") management approval.</p> <p>Acceptable forms of documentation: (**All documentation must be submitted with this application and is subject to approval.)</p> <p>--Active State Medical Board License; or</p> <p>--Business License <u>and</u> one of the following: (a) Documentation of Authority to practice medicine within a certain locality; (b) Certificate or License from accredited national medical organization's training program; (c) Diploma from medical vocational school or college; or (c) Board certification from accredited medical association</p>		
Terms & Conditions:		
<p>BioPure takes pride in supporting its wholesale customers while maintaining the integrity of its product line for the benefit of consumers and retailers alike. Approval of wholesale account is at the sole discretion of BioPure. You, as a wholesale customer ("I" or the "Customer"), agree to the following terms and conditions ("Terms"):</p> <p>1) Upon being granted the rights of a wholesale customer, the Customer agrees to the following:</p> <ol style="list-style-type: none"> Only to list, sell, or offer to sell online through the website listed above, and not to list, sell, or offer to sell online through any other web site, including, without limitation, Amazon.com or ebay.com; Not to list, sell, or offer to sell online, any BioPure product at a price lower than our MSRP; and Not to list, sell, or offer to sell products without including the complete product descriptions, suggested usages, contradictions and warnings. <p>2) Indicate by checkmark which of the following applies: (<input type="checkbox"/>) I am purchasing product for resale, wish purchases to be tax exempt and am attaching a valid Reseller's Permit; OR (<input type="checkbox"/>) I do not have a reseller's permit and understand that I will be charged sales tax accordingly.</p> <p>3) BioPure may suspend or terminate the Customer's wholesale account or otherwise cancel any Customer order, or any part thereof at any time and for no reasons or for any reason, including, but not limited to, the Customer's violation of any of these Terms.</p> <p>4) I understand that <u>all sales are final</u> and BioPure will not accept any returns or refunds on any product unless the product is damaged during shipment. It is the responsibility of Customer to inspect all shipments for damage or defects within two (2) business days of receipt. Customer shall inform BioPure of any claimed damage or defects within such inspection period. Absent such timely notice, the product shall be deemed to have arrived free of any damage or defects. BioPure's only obligation is, at its option, to either replace or refund the purchase price of damaged or defective products upon the acceptance of a valid claim by BioPure. Except for express warranties on the product label, THE PRODUCTS ARE PROVIDED "AS IS," BIOPURE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES, INCLUDING WARRANTIES OR GUARANTEES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.</p> <p>5) If any complaints or adverse reactions are reported from consumers, I agree to notify BioPure immediately and will assist in gathering accurate information when possible to aid further investigation.</p> <p>6) I agree not to alter, cover up, remove or change in any way BioPure's labeling, informational, and/or promotional material or to reprocess, reverse engineer, re-label or repackage any BioPure product.</p> <p>7) To the extent permitted by law, BioPure's maximum liability, whether in contract, tort (including negligence) or otherwise, arising from or in relation to these Terms or its products shall be limited, at BioPure's option, to refunding the purchase price or supplying replacement products. To the extent permitted by law, BioPure shall have no liability for incidental, special, indirect, consequential or punitive damages.</p> <p>8) Miscellaneous. BioPure typically uses commercially reasonable efforts to fill Customer's orders promptly upon acceptance but reserves the right to allot available inventory as BioPure deems appropriate, in BioPure's sole and absolute discretion. Customer may not assign its rights or obligations under these Terms without BioPure's prior written consent. These Terms represent the entire agreement between the parties with respect to the subject matter hereof. As such, these Terms supersede all previous agreements or understandings, whether verbal or written, pertaining to the same subject matter. All sales by BioPure to the Customer shall be subject to these Terms. These Terms override any other terms and conditions in conflict therewith, including those on the Customer's purchase order, if any. BioPure may amend these Terms at any time by providing notice to Customer, including, without limitation, email notice or by including new terms with products shipped to Customer. If any provision of these Terms is held to be unenforceable, such provision shall be changed and interpreted by the decision maker so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect. Any dispute arising out of or related to these Terms or BioPure's products shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to these Terms or BioPure's products shall be exclusively in the state and federal courts of King County, Washington.</p> <p><u>By signing below, I agree to be bound by these Terms as of the date written below.</u></p>		
Signature of applicant:		Date:
Printed name of Applicant:		