



For a life in motion
275 S 3rd Ave, Ste B1, City of Industry, CA91746
www.nokamedical.com

sales@nokamedical.com

Tel: 562 842 9572

DEALER/RESELLER APPLICATION

Business Name: _____	Street Address, City, State & ZIP: _____
Phone: _____	_____
Fax: _____	Main Line of Business: _____
Mobile: _____	Year Established: _____
E-mail: _____	Number of Employees: _____
Federal Tax ID Number: _____	Business License Number(s): _____

Ownership	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Principal(s) Legal Name and Title:			
SSN:	Home Address:		
Has the Company or any of its principals ever been bankrupt? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Do you intend to sell Noka's product on the internet?

Yes No

Billing Information :

Address:	City, State & ZIP:	
Contact Name:	Phone:	Fax:

Shipping Information :

*Check here if same as billing address

Address:	City, State & ZIP:	
Contact Name:	Phone:	Fax:

Trade Reference 1

Company Name:	Street Address, City, State & ZIP:	
Account Number:	Phone:	Fax:

Please Initial: _____ (turn)

Trade Reference 2

Company Name:	Street Address, City, State & ZIP:
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Account Number:	Phone:	Fax:
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Trade Reference 3

Company Name:	Street Address, City, State & ZIP
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Account Number:	Phone:	Fax:
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Bank Information

Company Name:	Street Address, City, State & ZIP
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Account Number:	Phone:	Fax:
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The undersigned hereby applies for a commercial business credit account with Noka Medical, Inc. (NOKA) and has read and agrees to the terms and conditions of sales as set forth by NOKA. By signing below, the applicant certifies that all information entered on this application is true and correct.

The undersigned agrees that inquiries and investigation may be made to its bank and trade references provided on the first page of this document. If the applicant is not a corporation, the creditor is authorized to obtain credit reports on its partners, proprietors or principals.

Signature I

Name (print):	Title:
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Name (sign):	Date:
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PERSONAL GUARANTEE

The undersigned guarantor hereby personally contracts and guarantees to Noka Medical, Inc. (NOKA) the full and faithful payment, when due, that _____ (**applicant company name**) is now, or hereafter may become indebted to (or liable for) NOKA. This guarantee shall cover renewal of any obligations guaranteed or extensions of time payment thereof. This shall be a continuing guarantee unless a revocation of this guarantee in written format is made and delivered to **Noka Medical, Inc. at 275 S 3rd Ave, Suite B1, City of Industry, CA91746** in which case a written receipt must be obtained for revocation to be effective.

Signature II

Name (print):	Title:
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Name (sign):	Date:
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Please Initial: _____ (turn)

TERMS AND CONDITIONS

Terms

Initial terms of sale to new accounts are cash, cashier check, credit card or C.O.D only. We accept payment by Visa and MasterCard. All invoices are payable in U.S. dollars only. Company checks are accepted after an NOKA credit application has been completed and approved by our Sales and Credit Department. A service charge of \$30.00 will incur on accounts with check(s) returned by our bank because of non-payment.

Claims

NOKA is responsible for handling delivery and insurance until the product has been safely delivered to the transportation company. Our responsibility continues until the shipment reaches the transportation company, and we will assist the buyer in filing claims for any shortages or damages. Buyer shall report claims relating to lost or damaged products immediately upon receipt of order. Claims for shortages, loss or damage cannot be deducted from our invoice.

Will-call orders

For orders picked up at our warehouse (will-call), once the order has been signed for as received, any shortages or damages will be handled by buyer. We will assist the buyer in resolving any issues related to lost or damaged goods. For products picked up at the NOKA warehouse, title and risk or loss or damage transfers when buyer takes possession of the products.

Tax

All orders will-called, picked up at or delivered from our warehouse in the state of California will be taxable at the applicable rate unless a completed and signed California resale certification is on file with NOKA.

Qualification

NOKA has chosen to market its products only to companies that are licensed and insured to sell and/or rent HMEs. To become a certified retailer, buyer must have a completed credit application for resale on file at NOKA.

Minimum advertised price policy

NOKA has established this policy (this “MAP Policy”) regarding the minimum advertised price (“MAP”) of its products in the United States. This MAP Policy applies to all dealers in the United States authorized by NOKA to offer and sell NOKA’s products. NOKA designed this MAP Policy to help maintain a fair competition for authorized dealers both online and offline. This MAP Policy only affects advertised prices. This MAP Policy does not extend to any dealer’s actual resale price, which each dealer sets in its sole discretion. This policy covers all products under NOKA medical.

This MAP Policy applies to all forms of advertising including, but not limited to:

- Print ads (inserts, magazines, catalogs, newspapers, etc.).
- Internet websites and banners sponsored.
- Internet banners or advertising on sites owned by other parties (such as social sites, portal sites and news sites).
- Listings on shopper sites that accumulate, and display advertised pricing from unrelated websites if sponsored or funded by a dealer or if the dealer submits information to the shopper site.
- Broadcast (radio, TV, public address) advertisements.
- Direct Mailers, including email, Faxes.
- Billboards owned or leased.

This MAP Policy does not cover the following types of advertising:

- In-store displays, in-store banners or in-store price markings.
- Quotes or contracts sent directly to prospective customers and payors and that are not generally circulated.

In the event of violation, NOKA, at its sole discretion, will notify the authorized dealer in the writing of the violation. The dealer will have five (5) business days to correct such violation. If the dealer fails to correct such violation, NOKA will cease doing business with the dealer.

Please Initial: _____ (turn)