

PADRO F. CORPORATION BUYING GROUP GENERAL POLICIES, TERMS AND CONDITIONS

Please Read and Sign Below

MEMBERSHIP AGREEMENT: This contract made and entered into by and between Padro F. Corporation, Buying Group (“here and after referred to as Padro”) and the below signed applicant corporation, professional corporation, partnership, and/or individual known as Member.

Padro F. Corporation Buying Group Member agrees to the general policies, terms and conditions of membership as follows:

1. Membership is free.
2. Member is to use their personal Padro drop-ship numbers to order directly from the manufacturer, with supplies to be shipped directly to the member’s office.
3. Your statement is sent as soon as we receive and review all the statements from the suppliers, usually by the 10th of the month.
4. Discounts are given on merchandise only. Shipping and handling charges are not discountable.
5. Contact the individual suppliers regarding any missing invoices.
6. Padro F. Corporation has a service charge of \$15.00 per month, which is paid by each member. (This is subject to change). Fee is waived if there are no purchases and for purchases under \$50.00.
7. Padro agrees to pay suppliers for any products ordered on a Padro drop-ship number by a Padro member in good standing.
8. Payment is due in full within five (5) days of receipt of your statement. If payment is not received by the 25th of the billing month, your account will be put on immediate “stop ship” and assessed a 10% charge back of the balance due.
9. **In addition to vendor discounts payments RECEIVED by the 20th of the billing month will be allowed a 1% prompt payment discount on net purchases over \$1,000.00 and an additional 1% discount of net purchase over \$3,000.00.**
10. **A convenience fee** of 3% is added to total due for all credit card payments. (This is subject to change).
11. Pay all charges as billed. Padro allows the return of any products for credit that are approved by the supplier and agrees to always issue Member’s credit for returned merchandise the same billing period that the supplier issues credit to Padro. **Padro does not accept responsibility for unauthorized or improperly returned items.** Any credits not reflected on your statement are not to be deducted from the current billing or credits, unless merchandise shipped in error, member must contact office within 2 days of receipt of statement to arrange special deferment. Credits are applied to total monthly purchases.
12. All products remain the property of Padro until paid in full. Padro reserves the right to retrieve or seize product for nonpayment.
13. In the event it becomes necessary for Padro to refer this account to a collection agency or attorney for collection, member agrees to pay all costs of collection

including court costs and attorney's fees. Member agrees to submit itself to the jurisdiction and venue of the State of Florida, Pinellas County and its laws and statutes should enforcement of any of the terms and conditions in this agreement become necessary.

14. Member agrees that if they do business as a corporation, professional association, or partnership each member of said entity shall execute this agreement in their individual capacity and by such act shall individually guarantee payment of all charges billed by Padro and abide by the terms and conditions of this agreement.
15. In the event of transfer of ownership of practice or business, member is required to send Padro written notification and the new owner must submit a new credit application.
16. Upon closure of Padro account, member is required to send Padro written notification and all outstanding balances will be due and payable in full.
17. Member will hold Padro harmless and indemnify Padro against any product or other liability claims that may be brought against Padro in connection with any supplies or lab services rendered to the member under Padro F. Corporation.