

Pharma Supply, Inc., hereinafter called "Seller" and "Buyer", in consideration of their mutual promises made herein, and for other good and valuable consideration, hereby agrees as follows:

1. **Sale of Goods; warranties.** Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the goods, which hereinafter are called the "Items" or "Item," listed on each and every purchase order given to Seller. Buyer understands and acknowledges that all purchase orders are irrevocable and non-refundable, except as otherwise provided in this agreement.
2. **Price and Payment.** Purchase price for each Item shall be as listed on each purchase order. Buyer agrees to pay Seller the purchase price of each Item within thirty (30) days from the date of invoice. **All Credit Card payments will only be accepted at time of purchase.** \$30 will be charged for all returned checks. Buyer hereby grants the Seller a security interest in each Item purchased hereunder, which security interest shall continue until Buyer fully pays Seller for each Item, and this contract shall constitute a security agreement under the Florida Uniform Commercial Code. Should payment not be made within the aforementioned thirty (30) day period, a service charge of 1.5% per month or the maximum amount allowable in the State of Florida, whichever is higher, shall be charged on the past due balance due to Seller. The prices received by the Buyer are discounted prices, and are strictly conditioned upon Buyer's full compliance with all terms in this agreement. Seller shall have the right to charge full retail prices on all products (available upon request) if conditions in this agreement are not met within the terms provided. The making of payments at the time they respectively fall due shall be considered the essence of the agreement, and in the case of Buyer's failure to do so, Seller shall have the right to terminate, among other remedies, this agreement and the Buyer's account with the Seller and declare due the entire amount unpaid. In no event shall Buyer setoff payment for any goods accepted for return against payments due on goods accepted.
3. **Delivery.** Buyer shall inspect each Item upon delivery and shall inform Seller of any non-conformity in writing within five (5) business days after delivery of said goods. Buyer's notice of non-conformity shall be sent to Seller via Registered/Certified mail to Pharma Supply, Inc. at 3381 Fairlane Farms Rd, West Palm Beach, Florida 33414, or such other place as Seller may designate in writing. It shall be in the sole discretion of the Seller as to whether an Item is non-conforming and acceptable for return. Seller, at its discretion, may accept Items returned for reasons other than non-conformity. Such Items shall be returned in their original shipping package and unopened. Buyer will be charged a re-stocking fee of 25% of the price for any such Item(s) accepted for the return. Risk of loss and damage to Items shall pass to Buyer upon Seller's delivery of the Items to the transportation delivery service.
4. **Warranties.** Seller is providing Buyer with the manufacturer's warranty on the Items sold. **OTHER THAN THE WARRANTY SET FORTH ABOVE, SELLER PROVIDES NO OTHER WARRANTIES FOR THE ITEMS. SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Litigation; attorney's fees.** In the event it becomes necessary to institute legal proceedings, the prevailing party in shall be entitled to have its costs, including reasonable attorney's fees, paid by the non-prevailing party. Buyer agrees that jurisdiction and venue for all legal proceedings shall be in Palm Beach County, Florida.
6. **Diversion.** Pharma Supply, Inc. may terminate this agreement immediately upon written notice to the Distributor and recover all allowances received by Distributor under this agreement and the value of all Advocate products, if in its sole judgment, determines that the distributor has: Sold or Diverted any Advocate and products to parties other than end users.
7. **Miscellaneous.** All the provisions of this contract shall survive the delivery and payment of the Items. This contract shall insure to the benefit of the parties and their respective successors and assigns. Florida law shall govern this contract. The paragraph headings of this contract are for the convenience only. Seller shall not be liable for its non-performance or non-compliance with the terms of the agreement in the event such non-performance or non-compliance is due to war, riot, natural disaster, strikes, governmental actions, acts of God, or any other occurrence, which is not directly attributable to Seller. The failure of the Seller to require performance of the Buyer of any provision hereof shall in no way affect the full right to require such performance at any time in the future. Nor shall the Seller's waiver of any breach of any provision of this agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
8. **Authorization Statements.** We authorize you, or any credit bureau or other investigative Agency employed by you, to obtain such information as you may, in your discretion, require with regard to our banking and credit history. Such authorization shall include updating such information as you may deem necessary. I acknowledge that all statements and information provided in the credit application portion section of the agreement are true and correct, and I have provided full and complete disclosure to Seller. Buyer further agrees to notify Seller should Buyer or his/her company file for bankruptcy protection.

The Undersigned hereby agree to all terms and conditions hereinabove set forth.

Signature: _____ Date: _____

PERSONAL GUARANTY

I, _____(type or print) SSN: _____due hereby irrevocably and unconditionally personally guaranty to Pharma Supply, Inc., a prompt payment of all debts and amounts now or hereinafter due from "Buyer", plus interest on amounts now or hereafter past due, as well as the performance and observance by "Buyer" of the terms, conditions, covenants, stipulations, and agreements contained in any invoice, instrument of security, or other documents, including any extensions, modifications, and renewals or amendments of any of the foregoing.

Signature of Guarantor: _____ Date: _____

(GUARANTOR MUST BE EITHER AN OWNER, MAJORITY PARTNER, OR OFFICER OF THE ABOVE COMPANY OR CORPORATION)

**THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT A SIGNATURE OF GUARANTOR
PHARMA SUPPLY, INC. RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT/CONTRACT**