



**ORDER TODAY
AND RECEIVE 10% OFF**

Limited Time Offer

Must pay in full within 30 days of order receipt to receive the 10% discount

Aquoral Purchase Order Form

Territory Manager: _____ **Territory Code:** _____

Name: _____

Company Name: _____

Address: _____

City, State, & Zip: _____

Phone: _____ Mobile Phone: _____

Fax: _____

State License: _____

Dispensing Physician License: _____

DEA License: _____

Fax your Dispensing Physician License for verification with this form.

Shipping Information (If different from above):

Name: _____

Company Name: _____

Address: _____

City, State, & Zip: _____

Phone: _____

			Terms	
			30 Days	
Quantity by the case	Units per case	Description/Item	Price per case	Total
	24	Aquoral Artificial 40mL Saliva	\$1680	\$ -
			Sub Total	\$ -
			Shipping Cost \$7.95 per case	\$ -
			10% off / net 30 Days Payment	\$ -
			Balance Due	\$ -

Fax Form and Dispensing Physician License To:

1-678-282-1700

For Customer Service Please Call:

1-888-282-9020 ext. 600

aquoral@aurigalabs.com

www.aquoral.com

Signature: _____ Date: _____

This Purchase Order is subject to the terms and conditions listed on the reverse side.



Fax to: Auriga Laboratories™, Inc.
Attn: Accounting
678.282.1700 (fax)

Application for Credit

COMPANY INFORMATION:

DATE OF APPLICATION:

Full Legal Name/Business Entity _____ Address: _____		
Email Address: _____		
City _____	State _____	Zip Code _____
Phone Number (____) _____	Fax Number (____) _____	
Other Business Address _____		City _____
State _____	Zip Code _____	Phone (____) _____
Check One: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		
Partner/Owners Name: _____		Social Security Number: _____
Federal Tax ID: _____		State of Incorporation or Organization: _____
Dun & Bradstreet (D&B/Duns) # _____		

BANK REFERENCES:

Bank Name _____	Account# _____
Address _____	City _____ State _____ Zip Code _____
Contact _____	Phone _____

TRADE REFERENCES:

1. Name _____	Address _____
City _____ State _____	Zip Code _____ Phone (____) _____
2. Name _____	Address _____
City _____ State _____	Zip Code _____ Phone (____) _____

PROPRIETOR GUARANTY/ AUTHORIZATION:

By signing this application, I (we) authorize Auriga Laboratories, its agents, or affiliates to investigate my personal and company credit, banking records, and trade credit references. I authorize Auriga Laboratories, its agents, or affiliates to request and obtain consumer credit reports on me or my company in connection with the opening, renewal and extension of this and the marketing of other products and services to me and my business by Auriga Laboratories. I also acknowledge that I have personally guaranteed the debts and obligations of my business and agree that I am personally obligated to perform all the terms of, and make all payments to Auriga Laboratories required by, the agreement of which this application is a part.

Name _____ Signature _____
(Print)

Fax to: Auriga Laboratories™, Inc.
Attn: Accounting
678.282.1700 (fax)

For Office Use Only

Approved **Declined**

Credit Limit \$ _____

Approval

Date

AURIGA LABORATORIES, INC.

PURCHASE ORDER

TERMS AND CONDITIONS

1. **CONTRACT.** The shipment by Auriga Laboratories, Inc., a Delaware corporation ("Seller") of the goods ("Goods") described on the face of this purchase order (the "Order") will constitute an acceptance by Seller of this Order subject to these terms and conditions. The delivery of this Purchase Order by Buyer to Seller indicates the Seller's acceptance to be bound by all of the terms and conditions contained in this purchase order. Seller shall deliver and Buyer shall accept and buy the quantity of Goods specified on the Order at the price specified on the Order. By accepting such goods, Buyer waives any and all terms and conditions of its quotation, acknowledgement, Invoices, or other forms which are inconsistent with the terms and conditions contained in this purchase order. This Order is non-assignable by Buyer.
2. **PAYMENT TERMS.** Buyer shall be entitled to a 10% discount on the entire Order provided payment is received by Seller within 30 days from the date when the Order of Goods is received by Seller. Payment shall be made to Seller by Buyer by cash or check in U.S. legal tender.
3. **DELIVERY.** Time is of the essence. In accepting this Order, Buyer agrees to perform this Order and accept and pay for deliveries hereunder as required. Deliveries are to be made to Buyer's address unless otherwise specified. Seller may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments, due to business necessities.
4. **NO RETURN, EXCHANGE, OR REFUND.** Once the Goods are accepted by Buyer, Seller shall have no obligation to accept any return, exchange the Goods, or refund any payments made by Buyer.
5. **RISK OF LOSS.** All Goods shall be shipped at the expense of Buyer unless otherwise specified in writing. Buyer shall accept all risk of loss for Goods once Goods are shipped pursuant to this Order.
6. **DISCLAIMER OF WARRANTY.** SELLER HEREBY DISCLAIMS AND PROVIDES NO WARRANTY, WHETHER IMPLIED, OR EXPRESS AS TO THE GOODS, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **CANCELLATION BY SELLER.** Seller reserves the right to cancel all or any part of the Order without penalty if: i) Seller's business purpose is substantially frustrated, ii) in the event Buyer becomes insolvent or there is filed by or against Buyer a petition in bankruptcy reorganization or other insolvency proceeding, iii) Seller has not received payment for any prior Order by Buyer, or iv) Buyer fails to pass Seller's credit check.
8. **INSPECTION.** All Goods received and accepted by Buyer shall be deemed to have been inspected and accepted by Buyer as conforming to its specifications. Buyer shall provide written notice to Seller of alleged damaged Goods within 5 days of receipt; otherwise, Buyer shall be deemed to have accepted said Goods.
9. **CHANGE IN SPECIFICATIONS.** Buyer agrees that the Goods are being provided by Seller according to the Seller's specifications for the Goods and that the Seller shall have the right to make any changes in the specifications or formulations of the Goods.
10. **CONFIDENTIAL INFORMATION AND INVENTIONS.** Buyer agrees not to utilize or to disclose to others any confidential information, drawings, or data whether or not designated as such, supplied, furnished, or disclosed by Seller except as reasonably required for the purposes of filling the Order. All inventions or ideas, whether patentable or not, made, conceived, developed, or acquired by Buyer incident to the filling of this order shall vest in and inure to Seller's sole benefit.
11. **COMPLIANCE WITH LAWS.** In performance of its obligations upon acceptance of the Order, Buyer shall comply at all times, and give all stipulations, representations, and certificates required by all applicable executive orders, federal, state, municipal, and local laws and rules, orders, requirements, and regulations hereunder and all applicable regulations and provisions of any involved government agency. Buyer's acceptance of the Goods or payment therefore hereunder shall constitute certification by Buyer of such compliance. If Buyer fails to comply with all applicable laws or there is any other breach of the terms of this Order, and litigation becomes necessary, any such litigation shall occur in a California court of competent jurisdiction. Any provisions of the Order or transaction shall be interpreted under the laws of the state of California and the Convention on the International Sale of Goods.
12. **INDEMNIFICATION AND INSURANCE.** Buyer agrees to defend and indemnify Seller against all liabilities, claims, or demands arising out of the performance of this Order or relating to the use of the Goods by Buyer or Buyer's patients.
13. **REMEDIES.** The remedies shown herein reserved shall be cumulative, and additional to any other or future remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach, or of such provision. Buyer shall be liable for all damages, direct and indirect, resulting from the breach of any of the terms and conditions herein contained.
14. **ENTIRE AGREEMENT.** This Order constitutes the entire agreement between the parties and no revision or amendment shall be binding unless in writing signed by an authorized representative of each Party. No course of prior dealings between Buyer and Seller and no usage of trade shall be relevant to supplement or explain any term used in this Order.