



Government & University Express Application



(800) 896-8873



(855) 854-3922



mwiapplicationprocessing@mwianimalhealth.com



P.O. Box 5717, Boise, ID 83705

Account Information

Account Name

Veterinarian OR PI Name

Mailing Address

Phone

City

State

Zip

Fax

Shipping Address (if different than mailing – no P.O. Box)

County

City

State

Zip

Federal Tax ID No.

Type of business:

University

Non-Profit

Government

Other _____

Military

Check all that apply:

☐ Research

☐ Instructional

☐ Other _____

State Veterinary License Number
(MUST SUBMIT COPY)

OR

DEA License Number
(MUST SUBMIT COPY IF PURCHASING
CONTROLLED SUBSTANCES)

Contact Preferences

Primary Contact Information

Name

Phone

Email

Accounts Payable Contact

Name

Phone

Email

Fax

Online Account Access

☐ Yes, I would like Online Account Access Email Address _____ ☐ No, I would not like Online Account Access

Required Copies of Documents

- ☐ State Veterinary License (copy required to open an account)
OR (If no Veterinarian on staff a Facility or Researcher DEA License)
- ☐ DEA License (copy required to purchase controlled substances)
- ☐ DEA Due Diligence Documentation
- ☐ State Controlled Drug License (if applicable)
- ☐ State Sales Tax Exemption Certificate (We must charge sales tax unless we have a copy of our Exemption Certificate with Tax Classification Sheet)

Payment Options

- ☐ Purchase Order
- ☐ Purchasing Card
- ☐ Electronic Funds Transfer
- ☐ ACH
- ☐ Wire
- ☐ Other _____

Agreement

By signing and submitting this application, I agree on behalf of both the undersigned and the applicant (1) that the statements in this application are true and complete; (2) to inform MWI Veterinary Supply Co. ("MWI") in writing of any changes in the name, address, telephone number or financial condition of the undersigned or applicant as soon as the changes occur; (3) to comply with MWI's standard Terms of Sale set forth on the reverse of, or linked to, this application; (4) TO PAY INVOICES WHEN DUE; (5) to pay reasonable attorney fees and court costs if the account is referred to an attorney for collection or otherwise enforce the provisions of the Terms and Conditions of Sale or the subject matter of this agreement.; (6) that MWI is authorized from time to time to investigate and update information that I provide

X

Signature of applicant (REQUIRED)

Date

Print Name

and to obtain credit and other information about me from other creditors and credit reporting agencies, and to provide information about me to other creditors; (7) that MWI may decline this application to open an account or for credit, (8) that once MWI has opened an account or granted credit, MWI may close the account or terminate the credit at MWI's sole discretion, (9) that after notifying me MWI may change its Terms of Sale and its credit and collection policies, and that the changes will apply to all transactions and any account balances regardless whether any purchases or account entries occurred before or after the effective date of the change, and (10) that MWI may file at any time financing statements to perfect MWI's security interest.

X

Signature of Veterinarian **OR** DEA Holder (REQUIRED)

Date

Print Name

Government & University Terms of Sale



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These Terms of Sale constitute a contract between you and MWI Veterinary Supply Co. ("MWI"). Please carefully review these Terms of Sale because the Terms of Sale set forth the rights, obligations, limitations and exclusions that apply to you.

1. AGREEMENT

By purchasing or guarantying the purchase of the products from MWI, you agree with MWI's Terms of Sale. MWI's Terms of Sale may not be altered, supplemented or amended by use or reference to any other documents or agreements, unless agreed by MWI in writing.

2. AUTHORITY

You certify that you are a valid existing entity with power and authority to enter into this Agreement and to carry out your obligations hereunder, and the transactions contemplated hereby.

3. VETERINARIAN

You certify that either you are a state licensed veterinarian or purchasing the product through a state licensed veterinarian or are licensed through a facility DEA, that you have a completed credit application filed with MWI, that the information on the credit application is current and correct, and that you submitted to MWI copies of your current veterinary license, DEA certificate, and applicable state controlled substances licenses.

4. CASH SALE

All purchases shall be paid by cash, check or credit card in the net amount of the invoice on or before the time of delivery unless MWI agrees at MWI's sole discretion to extend you open account or other credit.

5. OPEN ACCOUNT SALE

All purchases on open account are due and payable upon the due date indicated on the invoice unless you and MWI agree in writing to a different payment plan. If you become insolvent, are named in any legal, arbitration or other proceeding to collect money, or file bankruptcy, then all amounts owed to MWI become immediately due and payable. Credit card payments are acceptable at the time of ordering, and cannot be used to pay for products purchased through delayed billing. A surcharge may be imposed on all statement balances paid by credit card.

6. ERRORS

MWI may correct at any time all extension, price, description and other errors on any invoices, statements or other documents. The document, as corrected, shall be the effective document.

7. PAYMENTS

All payments shall apply first to oldest unpaid invoices or attorney fees and costs, unless otherwise indicated by your remittance advice. You shall pay MWI a \$25.00 service fee on all returned checks.

8. SECURITY INTEREST

To secure all obligations owed by you to MWI, you grant MWI a first priority security interest in any products purchased from MWI, including without limitation all Goods, Equipment, Inventory and Farm Products, and all proceeds, renewals, substitutions, replacements, additions and assignments thereto, until all obligations to MWI are paid in full. The security interest expressly includes without limitation all livestock and other animals to which the products are applied or administered, or that consume the products, and all proceeds, accounts receivable, and contract rights arising therefrom or related to such livestock and other animals. The products and types of products are described on the face of the invoice(s).

9. DEFAULT

If your account is not paid when due, or if you have not complied with any other term or condition of your application for credit, these Terms of Sale, or any other agreement with MWI, then you are immediately in default without further notice to you.

10. MWI'S REMEDIES ON DEFAULT

If you are in default, then MWI may, at MWI's sole discretion and without further notice to you, exercise any one or more of the following actions and remedies: (a) temporarily or permanently suspend any further shipments to you, (b) temporarily or permanently suspend your credit, (c) temporarily or permanently ship to you only if you pay via automatic bank draft (aka ACH), credit card or if you pay in advance, (d) temporarily or permanently close your account with MWI and terminate any further transactions with you, (e) exercise MWI's rights as a secured creditor under applicable law, (f) collect the amounts owed to MWI, including without limitation initiating a lawsuit, and (g) take any other action or pursue any other remedies which MWI deems appropriate. Once MWI takes any action or remedy because of your default, including without limitation the remedies listed in this paragraph, MWI is not obligated to (a) restore your account and credit or (b) provide you with any other account or credit terms even if you pay the past due amounts in full and satisfy any other requirements of MWI.

11. TITLE & RISK OF LOSS

Title to the products passes from MWI to you upon the departure of the shipment from MWI's facility. Loss or damage that occurs during shipping by a carrier selected by MWI is MWI's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility.

12. DELAYS

MWI is not responsible for the inability to provide goods purchased or delay in providing goods purchased caused or effected by accidents, strikes, weather, war, riots, shortage of products or labor by manufacturers, interference or obstruction of transportation routes, carrier shortages, damage to carrier, damage to goods by

carrier, any act of God, failure of utilities or telecommunications, or other causes beyond MWI's control. MWI shall perform as soon as practicable after the cause of the delay is removed.

13. TAXES & SHIPPING CHARGES

You will pay all applicable shipping charges and sales taxes that arise because of the delivery of the products to you. You shall pay all shipping charges related to hazardous materials. The taxes and charges will appear on the invoice, or you will directly pay the shipper and tax authority.

14. RETURNS AND CREDITS

Unless you notify MWI of any errors within 24 hours of your receipt of the products, the shipment is deemed to be correct. MWI will grant credit for returned products only if: (a) you contact MWI prior to the return and obtain our Return Authorization ("RA"), (b) return the product within one year of purchase, and (c) return only unopened cartons. The amount of the credit shall be (a) 100% of the net purchase price for saleable products, (b) 80% of the net purchase price for controlled substances, diets returned due to overstock, and special order products, (c) 0% for products unsuitable for resale because of age, obsolescence, expiration, or approaching expiration, and (d) a variable amount, if any, as determined by the manufacturer's return policy for outdated and short-dated products. All returned products (whether or not authorized) become MWI's property. MWI will destroy all products that are not authorized to be returned, not returnable, or not creditable. Products that MWI authorizes to be returned will be picked up by UPS or MWI's representative. Controlled substances may only be returned by UPS. To return Class 2 and 2N controlled substances, MWI must send you a DEA Form 222 to enclose with the return. Class 3 and higher controlled substances do not require a DEA Form 222. Your MWI representative must process all returns of hazardous material. Hazardous material cannot be returned via UPS. You guarantee that the products listed on the RA were properly stored, handled and shipped so as to not affect quality, and that the credit will not exceed the product's actual purchase price.

15. DISCLAIMER & LIMITATION OF WARRANTIES & REMEDIES

A. LIMITED WARRANTY. All products are sold "AS IS AND WITH ALL DEFECTS." There are no warranties that extend beyond the description on the face of this limited warranty. MWI makes no warranties either express or implied regarding title, quality or conformity of the products, including without limitation no implied warranty of merchantability, no implied warranty of fitness for a particular purpose, and no implied warranty arising from any course of dealing, usage of trade or advertising, except the following express warranties: (1) the title conveyed is good, and its transfer rightful; (2) the products shall be delivered free of any security interest, lien or encumbrance, except for MWI's security interest; and (3) the products delivered will conform to the description, grade and condition of the products invoiced.

B. REMEDIES. Your exclusive remedy for breach of warranty is to return the products for refund of the purchase price, or repair and replacement of the nonconforming products. MWI has the exclusive right to select the remedy. MWI expressly excludes liability for incidental, consequential, exemplary, punitive and other damages.

C. PAYMENT REQUIRED. MWI's warranties are effective only if MWI has received payment in full, and in good non-avoidable funds, for the products.

D. MANUFACTURER'S WARRANTY. The manufacturer of the products may provide its own warranty. MWI does not represent or warrant the existence or scope of manufacturer's warranty.

16. DISPUTES, & AUTHORIZATION FOR IDAHO VENUE & JURISDICTION
MWI's principal place of business and executive offices are located in Idaho. All disputes between you and MWI, including but not limited to actions to obtain payment, are governed by Idaho law and the venue may be located in Boise, Idaho. You expressly submit to the jurisdiction and venue of the state and federal courts in Boise, Idaho. You, MWI, are the only parties to the agreement, and there are no intended or incidental third party beneficiaries. In any dispute the prevailing party shall recover from the other party reasonable attorney fees and costs, collection agency fees, and any other costs incurred.

17. CHANGES IN TERMS

At MWI's sole discretion, MWI can change MWI's Terms of Sale at any time by notifying you at your statement address at least 30 days in advance of the effective date of the change. All changes to the Terms of Sale will apply to all purchases, returns or other transactions that occur on or after the effective date of the change, and will apply to any money that you owe to MWI on or after the effective date of the change, regardless whether your purchases or account entries that caused the money to be owed to MWI occurred before or after the effective date of the change. You agree with the Terms of Sale by making purchases, returns or other transactions with MWI, or by continuing to owe money to MWI, on or after the effective date of the change. If you disagree with the changes in the Terms of Sale, you shall stop any further transactions with MWI, and shall repay to MWI any money you owe MWI, before the effective date of the change.