

hikma.

Direct Account
Setup for
KloxxadoDirect™

www.hikma.com



Instructions for Direct Account New Customer Setup

Hikma Specialty USA Inc., (Hikma), as a manufacturer of pharmaceuticals, and depending on the applicable state law, is permitted to ship regulated pharmaceuticals only to authorized recipients.

To verify you as an authorized recipient, **the new customer setup process will depend on whether or not you are shipping to a pharmacy**

Please review the options below and follow the checklist based on which conditions most closely reflect yours

A. Please use these instructions if your shipping location is a licensed pharmacy

1. Complete this form as follows
 - a. Page 3: Account Information – Must be completed
 - b. Page 4: Credit Application – Must be completed & signed
 - c. Page 5: Letter of Authorization – leave blank
2. Attach a copy of your Pharmacy License & DEA License
3. Email the complete form, and copies of the Pharmacy License and DEA License to uscustomermasterdatarequest@hikma.com

B. Please use these instructions if your shipping location is not a licensed pharmacy

1. Complete this form as follows
 - a. Page 3: Account Information – Must be completed
 - b. Page 4: Credit Application – Must be completed & signed
 - c. Page 5: Letter of Authorization – Must be completed & signed by your affiliated Healthcare Provider (MD / DO / NP / PA)
ship-to information on pages 3 & 5 must match
2. Attach a copy of the Healthcare Provider's License
3. Email the complete form and a copy of the Healthcare Provider's License to uscustomermasterdatarequest@hikma.com

If you have any questions (e.g. you have multiple shipping locations), please reach out to uscustomermasterdatarequest@hikma.com.



Account Information

<u>Sold to / Bill to</u>	<u>Ship to</u> Please attach PDF of State and DEA licensing
Company:	Company:
Address:	Address:
City:	City:
State/Zip:	State/Zip:
Phone:	Phone:
Email	Email

<u>Customer Contact</u> (Requestor)	<u>Finance Contact</u> (If different from Requestor)
Name:	Name:
Signature:	Signature:
Title:	Title:
Phone:	Phone:
Email	Email

<u>Payment Method</u> (Please select one)
<input type="checkbox"/> Credit Card / Debit Card / P-Card
<input type="checkbox"/> ACH Payments
<input type="checkbox"/> Check Payments

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For Internal Use Only			
Submitted by:		Date Received:	
Date to Finance:		Date Approval:	
Regional Mgr Approval:		Date Approved:	
CO Mgmt Approval:		Date Entered:	

Company Identification

Legal Business Name _____
 Doing Business As or Trade Style _____
 Address 1 (No PO Boxes) _____
 Address 2 _____
 City _____ State _____ Zip _____
 D-U-N-S® Number _____
 Federal Tax ID _____

Credit Line Request Detail

Requested Credit Line \$ _____
 Anticipated Monthly Sales Volume \$ _____

Other Notes

Bank & Trade References

See attached for bank & trade references **Select One**

Terms and Conditions

By agreeing to the terms and conditions below, I hereby represent that I am authorized to submit this application and bind the business identified in this application, and that the information provided is for the purpose of obtaining credit and is warranted to be true. The business identified in this application acknowledges that this request is for the extension of credit for commercial purposes only and is not intended for the extension of credit for personal, family or household purposes. In order to protect individual identities, unless an individual is intending to act as a guarantor for purposes of securing credit and is required to provide guarantor information on this application, no personally identifying information (i.e. Social Security #, driver's license #, bank account information, etc.) should be provided. The business identified in this application hereby authorizes all banks, financial institutions, trade reference sources, credit reporting agencies and others to release credit information. In the event of a conflict, the terms and conditions set forth above shall control over any terms and conditions set forth below.

Application Terms & Conditions

- The following terms and conditions shall be of no force and effect in the event that Applicant has an existing Agreement with either Hikma Pharmaceuticals USA Inc., Hikma Specialty USA Inc., or Hikma Injectables USA Inc. d/b/a Hikma 503B (individually and collectively, "Hikma") concerning the purchase of Hikma's Products.
- The following Terms and Conditions shall cease to have any force and effect once an Agreement has been executed between the parties concerning the purchase of Hikma's Products.

Credit Application Terms and Conditions

1. Applicant represents and warrants that Products purchased by Applicant shall be for its own use. 2. Returns will be processed in accordance with the applicable Return Goods Policy which can be found at either <https://www.hikma.com/products/us-products/>, <https://hikma-specialty.com/wp-content/uploads/HS-return-policy-July-2020.pdf>, or <https://hikma503b.com/Return-Policy> 3. Risk of loss for the Products shall pass to Applicant upon delivery to Applicant in accordance with Hikma's terms of delivery. 4. Payment terms are Net 30 days from invoice date for payments made by check, cash, or wire transfer. 5. Hikma reserves the right, among other remedies, either to cancel the resultant Purchase Order from this Application or suspend further deliveries under it in the event Applicant fails to pay for any one shipment when same becomes due. Should Applicant's financial responsibility become unsatisfactory to Hikma, cash payments or satisfactory security may be required. 6. Each Product is sold under the warranty or warranties contained in Hikma's label or insert accompanying the Product. SELLER EXTENDS NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PRODUCT PROVIDED HEREUNDER. 7. Applicant shall protect, indemnify, hold harmless, and, if requested, defend Hikma and its officers, directors, agents, subsidiaries, affiliates and employees from and against any claims, which Hikma may suffer or incur as a result of any actions, claims, or demands by third parties or governmental entities, that may arise from or are caused in any part by the negligence, gross negligence or willful misconduct of Applicant. 8. HIKMA SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF THE SALE, DELIVERY, USE OR INABILITY TO USE ANY PRODUCT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION. HIKMA'S TOTAL LIABILITY UNDER ANY RESULTANT PURCHASE ORDER TO THIS APPLICATION SHALL BE SPECIFICALLY LIMITED TO THE VALUE OF THE PURCHASE ORDER EXECUTED WHICH GAVE RISE TO THE DISPUTE. 9. Applicant shall be responsible for payment of all applicable federal, state and local sales tax, use, excise and/or gross receipt tax resulting from transactions with Hikma regardless of legal liability for the tax. Applicant shall be responsible for maintaining current tax exemption documentation when applicable. 10. Hikma shall not be liable for failure or delay of any accepted order or any part thereof by reason of shortage of materials, labor difficulties, floods, fires, government priorities, actions taken or threatened by any government agencies, acts of God, or other contingencies or acts not within the sole control of Hikma. Hikma reserves the right during the period of any shortage to allocate its available supplies among any or all of its purchasers on such basis as it may determine equitable without any liability thereof to Applicant. 11. (a) This Application and any resulting Purchase Order shall be governed by the laws of the State of New Jersey and the parties hereby submit to the exclusive jurisdiction of the State and Federal courts of the State of New Jersey; (b) Applicant represents that: it is not currently listed (or proposed to be) by a federal or state agency as debarred, excluded or otherwise ineligible for participation in federally or state funded health care programs; and (c) In the event that Applicant defaults on payment, Applicant shall be liable for any and all costs incurred in the recovery of the outstanding amount including but not limited to attorney and or collection agency fees, courts costs and any other similar costs and interest as allowed by law. 12. Applicant represents and warrants that it shall: (i) comply with all applicable federal, state and local laws, rules, regulations and standards, including FDA rules, regulations, guidelines and required approvals; and (ii) upon request, present evidence of standard commercial insurance customary to its business operations including but not limited to Product Liability insurance with limits of not less than \$10,000,000 per occurrence, and \$10,000,000 aggregate.

I agree to the terms and conditions above

Name: _____ Title: _____ Email: _____ Signature: _____



Hikma Specialty USA Inc. Letter of Authorization

Hikma Specialty USA Inc., (Hikma), as a manufacturer of pharmaceuticals, and depending on the applicable state law, is permitted to ship regulated pharmaceuticals only to authorized recipients.

Please have a Licensed Healthcare Practitioner (MD / DO / NP / PA) complete the form below and include a copy of his or her state license.

Full Name on License: _____
State License Number: _____
State License Expiration Date: _____
Type of License (MD / DO / NP / PA): _____
State Licensing Board: _____

I certify that I authorize the use of my license for Hikma to ship regulated pharmaceuticals to the location listed below.

Ship-to Organization Name: _____
Ship-to Organization Address: _____
Organization Telephone Number: _____

Practitioner's Signature: _____
Date: _____