



1940 124TH AVE NE  
STE A105  
Bellevue, WA 98005

Phone: 877-630-9198  
Fax: 425-451-8964  
Web: [www.HyGenPharma.com](http://www.HyGenPharma.com)

## Vendor Application Manufacturer – Checklist

Thank you for choosing to do business with HyGen Pharmaceuticals, Inc. Please take a few minutes to fill out and fax or scan and email over the following items.

<b>Description</b>	
<input type="checkbox"/>	Completed & Signed New Vendor Application Form – <u>Required</u> Completely filled out.
<input type="checkbox"/>	Completed & Signed Guaranty & Indemnification Form – <u>Required</u>
<input type="checkbox"/>	Copy of Most Recent Facility Inspection Reports (if applicable)



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## New Vendor Application Form

### Company Information

Legal Company Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Year established: \_\_\_\_\_ Ownership Type (Check One):

Corporation  Partnership  Sole Proprietorship  LLC  Other: \_\_\_\_\_

State of incorporation (if LLC or Corporation): \_\_\_\_\_

Shipping Address: \_\_\_\_\_ Billing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Office Phone: \_\_\_\_\_ Toll Free: \_\_\_\_\_ Fax: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

Accounting Contact:

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Sales Contact:

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact & Title: \_\_\_\_\_ Email: \_\_\_\_\_

Warehouse Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

State Wholesale License #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Federal DEA Lic#: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

WA Out of State Wholesale License #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ Dunn & Bradstreet# \_\_\_\_\_

Please list all owners with 10% or more ownership

\_\_\_\_\_  
\_\_\_\_\_

Terms: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ HyGen Cust #: \_\_\_\_\_

**Licensing**

When was the last inspection by the State Board of Pharmacy?  
\_\_\_\_\_

Were any deficiencies noted? If so, have they been corrected? \_\_\_\_\_  
\_\_\_\_\_

When was the last inspection by the DEA (if applicable)?  
\_\_\_\_\_

Were any deficiencies noted? If so, have they been corrected? \_\_\_\_\_  
\_\_\_\_\_

Has the company ever had any disciplinary actions by a local, state, or federal authority with regards to pharmaceutical storage, handling, and distribution? YES  NO

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

**Facility**

What is the size of the facility (in sq. feet): \_\_\_\_\_

Is the facility VAWD Certified? YES  NO  APPLIED  If yes, please include a copy of VAWD License.

Does the company have temperature and humidity monitoring equipment? YES  NO

Does the company record temperature and humidity readings? YES  NO

Does the company have adequate refrigeration equipment with temperature humidity monitoring in place for refrigerated pharmaceuticals? YES  NO

Does the company have a list of excluded vendors? YES  NO

Does the company have an Authorized Distributor list (AD list)? YES  NO

The undersigned certifies that all the information provided herein is true and correct. Further the company agrees to promptly notify HyGen Pharmaceuticals, Inc. if any of the information provided should change. The undersigned must be an officer/owner of the company.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



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### **Guaranty & Indemnification Agreement**

It is both the desire and goal of HyGen Pharmaceuticals, Inc. (hereinafter "HyGen") to comply with all Federal State and local laws and to comply with applicable provisions of the Prescription Drug Marketing (hereinafter "PDMA") Act of 1987 including amendments of 1992 and all subsequent revisions, amendments, regulations and guidelines which have been promulgated by the Food and Drug Administration. Accordingly, HyGen requires that all vendors represent and warrant that the following statements are true and correct.

1. All products offered for sale to HyGen are owned free and clear of any encumbrances or restrictions on title at the time of said sale. In addition, all products offered for sale are not adulterated or misbranded within the meaning of the Food, Drug and Cosmetic Act and are not articles which may not be introduced into interstate commerce under the Act.
2. Any products offered for sale to HyGen have not been obtained through fraud, misrepresentation or concealment of any material facts.
3. That Vendor shall comply fully with all Federal, State and local laws applicable to the purchase, handling, sale or distribution of the products sold to HyGen.
4. That Vendor shall provide prompt notice to HyGen of any civil, criminal or administrative action by Federal, State or local authorities regarding the Vendor, its employees, or its officers with respect to alleged violations of Federal, State or local ordinances or regulations and to provide HyGen with full and complete information regarding the disposition of any such action.
5. Any products offered for sale to HyGen have no restrictions on their sale to HyGen or their resale by HyGen.
6. Any products offered for sale to HyGen are not in violation of the PDMA of 1987, the PDMA Amendments of 1992, or any other Federal, State or local ordinance or regulation.
7. The Vendor, to the extent that the Vendor may lawfully do so, hereby consents to the exclusive jurisdiction of the Courts of the State of Washington and the United States District Court for the District of Washington, as well as to the jurisdiction of all Courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of the creditor's obligations arising hereunder or with respect to the transactions contemplated hereby, and expressly waives any and an objections it or he may have as to venue, including, without limitation, the inconvenience of such forum, in any of such Courts.
8. Any products that are damaged in the course of shipment from Vendor to HyGen shall be the sole responsibility of Vendor.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE AND THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT AND THAT THEY ARE AUTHORIZED TO EXECUTE THIS AGREEMENT.

BY:

Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Vendor's Federal Tax ID#: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_