

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE (NASHVILLE DIVISION)		503(b)(9) ADMINISTRATIVE EXPENSE CLAIM
In re: <i>Curae Health, Inc et al's</i> <i>1721 Midpark Rd, Ste B200</i> Debtor: <i>Knoxville, TN 37921</i>	Chapter 11 Case No. <i>18-05665</i>	ADMINISTRATIVE BAR DATE: January 21, 2019
NOTE: This form should be used <u>only by claimants asserting an administrative expense claim arising under 11 U.S.C. § 503(b)(9)</u> . This form should not be used for any other types of claim.		
Name of creditor: (The person or other entity to whom the debtor owed money or property.) <i>Vital Care Industries, Inc.</i>	Name of debtor: (The entity owing money or property) <input checked="" type="checkbox"/> <i>Curae Health, Inc. - Gilmore Memorial Reg Med</i> <input type="checkbox"/> Amory Regional Medical Center, Inc. <input type="checkbox"/> Batesville Regional Medical Center, Inc. <input type="checkbox"/> Clarksdale Regional Medical Center, Inc. <input checked="" type="checkbox"/> Amory Regional Physicians, LLC <input type="checkbox"/> Batesville Regional Physicians, LLC <input type="checkbox"/> Clarksdale Regional Physicians, LLC	FILED JAN 22 2019 U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF TN THIS SPACE IS FOR COURT USE ONLY
Name and addresses where notices should be sent: <i>LeNita Johnson</i> <i>Vital Care Industries Inc</i> <i>7650 W. 185th Street</i> <i>Ste C</i> <i>Tinley Park, IL 60477</i>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if your address differs from the address on the envelope sent to you by the court.	
Telephone number: <i>708-342-2680</i>		
Email: <i>lenitajohnson@vitalcareindustries.com</i>		
Last four digits of account or other number by which creditor identifies debtor: <i>2,388</i>	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Claim number (if known): _____ Filed on: _____	
1. Basis for claim: <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Other (describe briefly)	2. Date debt was incurred: <i>05/16/2018 thru</i> <i>07/16/2018</i>	
3. Date goods were received by debtor: <i>05/18/2018 thru 07/18/2018</i>		
4. Total amount of claim as of the date the debt was incurred: <i>\$320.07.</i>		

☐ Check this box if the request includes interest or other charges in addition to the principal amount of the request. Attach itemized statement of all interest or additional charges.

5. Brief description of claim (attach any additional information):

Type(s) of goods received by debtor within twenty (20) days before the August 24, 2018 petition date:

Shipment date of goods: 05/16/2018 thru 07/16/2018

Place of delivery of goods: Gilmore Memorial Reg Med, 1105 Earl Frye Blvd, Amory, MS 38821

Method of delivery of goods: 3rd party freight

Name of carrier of goods: Fed EX

Value of goods: \$320.07

Whether the value of goods listed in this claim relates to services and goods: NO

The percentage of value related to services and the percentage of value related to goods: 0% SVC; 100% Goods

Whether claimant has filed any other claim against debtor relating to goods underlying this claim: NO

Attach supporting materials required by field 8 and instructions below.

6. Credits, setoffs, and counterclaims:

All payments made on this claim by the debtor have been credited and deducted from the amount claimed hereon.

☐ This claim is subject to setoff or counterclaim as follows:

7. Assignment:

☐ Check this box if claimant has obtained this claim by assignment and attached a copy of assignment.

8. Supporting documents: Attach redacted copies of supporting documents, such as promissory notes, purchaser orders, invoices, itemized statements of running accounts, or contracts.

All proofs of claim for 503(b)(9) claims must be accompanied by copies of: (i) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (ii) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (iii) documents demonstrating the date the goods were actually received by the debtor.

Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business.

Do not send original documents. Attached documents may be destroyed after scanning. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-stamped copy: To receive an acknowledgement of the filing of your claim, submit a copy of your proof of claim in a self-addressed, stamped return envelope along with your original claim.

10. Signature:

Check the appropriate box.

☒ I am the creditor.

☐ I am the creditor's authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent (see Bankruptcy Rule 3004).

☐ I am a guarantor, surety, indorser, or other codebtor (see Bankruptcy Rule 3005).

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print name: LeNita Johnson
Title: Chief Operating Officer
Company: Vital Care Industries, Inc.
Address and telephone number (if different from notice address above):
LeNita Johnson (Signature) 1/18/19 (Date)

Telephone number: _____ Email: _____

Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Definitions.

503(b)(9) Claim.

A 503(b)(9) claim is a claim entitled to treatment in accordance with 11 U.S.C. § 503(b)(9). Specifically, 503(b)(9) claims are those claims for the "value of any goods received by the debtor, within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business."

503(b)(9) Bar Date.

By order of the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division), all claimants asserting 503(b)(9) claims must be filed electronically using the Court's CM/ECF by **January 21, 2019**.

Claim.

A claim is the creditor's right to receive payment for a debt owed by the debtor as defined in 11 U.S.C. § 101(5).

Creditor.

A creditor is a person, corporation, or other entity to whom the debtor owes a debt.

Debtor.

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Proof of Claim.

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor. The creditor must file the form with the claims agent retained in this case as provided below.

Redacted.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information.

General instructions and filing instructions.

1. Please read this proof of claim form carefully and fill it in completely and accurately.
2. Print legibly. Your claim may be disallowed if it cannot be read or understood.
3. The proof of claim form must be completed in English. The amount of the claim must be denominated in United States currency.
4. Attach additional pages if more space is required to complete the proof of claim.

5. This form should only be used by claimants asserting administrative expense claims arising under 11 U.S.C. § 503(b)(9). All other administrative expense claims must be asserted on a separate form.

6. All proofs of claim for 503(b)(9) claims must set forth with specificity: (i) the amount of the claim; (ii) the type(s) of goods claimant asserts were received by the debtor within twenty (20) days before the August 24, 2018 petition date; (iii) the shipment date of the goods; (iv) the date on which the claimant asserts the relevant debtor received the goods; (v) the place of delivery of the goods; (vi) the method of delivery of the goods; (vii) the name of the carrier of the goods; (viii) the alleged value of the goods; (ix) whether the value of the goods listed in the proof of claim represents a combination of services and goods; (x) the percentage of value related to services and the percentage of value related to goods; and (xi) whether the claimant has filed any other claim against the debtor regard the goods underlying this claim.

In addition, all proofs of claim for 503(b)(9) claims must be accompanied by copies of (x) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (y) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (z) documents demonstrating the date the goods were actually received by the debtor.

Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business.

7. To be deemed properly filed, this proof of claim must contain an original signature and must be filed electronically using the Court's CM/ECF by **January 21, 2019**. If the claimant has five (5) or fewer proofs of claim, the claimant may mail this proof of claim form, so as to be actually received on or before **January 21, 2019**, to the following address:

Office of the Clerk of the United States Bankruptcy Court
for the Middle District of Tennessee
(Nashville Division)
Customs House Room 170
701 Broadway
Nashville, TN 37203

Items to be completed in proof of claim form.

Creditor's name and address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Debtor's name:

Check the box next to the debtor from whom the debt is owed.

Account or other number by which creditor identifies debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

1. Basis for claim:

State the type of debt or how it was incurred. Examples include goods sold and services performed. If the claim is based on delivering healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information. You may be required to provide additional disclosure if an interested party objects to the claim.

2. Date debt was incurred:

State the date or dates on which the debt was incurred.

3. Date goods received by debtor:

State the date or dates on which the goods underlying the claim were received by the debtor.

4. Total amount of claim as of the date the debt was incurred:

State the total amount owed to the creditor on the date or dates on which the debt was incurred. Check the box if interest or other charges are included in the claim.

5. Brief description of claim (attach any additional information):

Briefly describe the nature of the claim and attach any additional relevant information. Claimants must provide all requested information, including (i) the amount of the claim; (ii) the type(s) of goods claimant asserts were received by the debtor within twenty (20) days before the August 24, 2018 petition date; (iii) the shipment date of the goods; (iv) the date on which the claimant asserts the relevant debtor received the goods; (v) the place of delivery of the goods; (vi) the method of delivery of the goods; (vii) the name of the carrier of the goods; (viii) the alleged value of the goods; (ix) whether the value of the goods listed in the proof of claim represents a combination of services and goods; (x) the percentage of value related to services and the percentage of value related to goods; and (xi) whether the claimant has filed any other claim against the debtor regard the goods underlying this claim.

6. Credits, setoffs, and counterclaims:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. If claim is subject to setoff or counterclaim, check box and provide an explanation.

7. Assignment:

Check box and include copy of assignment if claimant obtained claim by way of assignment.

8. Supporting documents:

Attach redacted copies of any documents that show the debt exists. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If claim is based on delivering healthcare goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning. If the documents are not available, provide explanation. If the documents are voluminous, attach a summary.

Claimants must provide all requested supporting documentation, including: copies of (x) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (y) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (z) documents demonstrating the date the goods were actually received by the debtor.

Claimants must certify that the goods were sold in the ordinary course of the debtor's business.

9. Date and signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). If your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for the purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Accounts Receivable Aged Invoice Report
Sorted by Customer Number
All Open Invoices - Aged as of 1/18/2019

Vital Care Industries, Inc. (VCI)

Customer/ Invoice Date	Invoice Number	Due Dates		Discount Amount	Balance	Current	30 Days	60 Days	90 Days	120 Days	Days Delq	
		Invoice	Discount									
				Contact:	Phone: 662-256-6226			Credit Limit:				0.00
GILMORE MEMORIAL REGIONAL MEDI	5/16/2018	9387862-IN	6/15/2018	5/26/2018	0.00	141.91						
5/18/2018	9388122-IN	6/17/2018	5/28/2018	1.87	101.01	0.00	0.00	0.00	0.00	141.91	217	
7/16/2018	9395170-IN	8/15/2018	7/26/2018	0.00	77.15	0.00	0.00	0.00	0.00	101.01	215	
*** On Credit Hold ***							0.00	0.00	0.00	77.15	156	
Customer 31.112.388 Totals:					1.87	320.07	0.00	0.00	0.00	0.00	320.07	
Report Totals:					1.87	320.07	0.00	0.00	0.00	0.00	320.07	
Number of Customers:					1							

Run Date: 1/18/2019 11:46:38AM
A/R Date: 1/18/2019

Page: 1
User Logon: JAgostinelli

Vital Care Industries, Inc.
7650 West 185th Street
Suite C
Tinley Park, IL 60477
(708) 342-2680

Invoice

Invoice Number: 9387862-IN

Invoice Date: 5/16/2018

Order Number: 1127613

Order Date: 5/15/2018

Customer Number: [REDACTED]

Bill To:

GILMORE MEMORIAL REGIONAL MEDI
1105 EARL FRYE BLVD.
AMORY, MS 38821

Ship To:

GILMORE MEMORIAL REGIONAL MEDI
RECEIVING
1105 EARL FRYE BLVD.
AMORY, MS 38821

Customer P.O. 00828		Ship VIA FEDEX GROUND	3rd Party Freight			Terms 2% 10, Net 30 Days	
Ordered	Item Code	Item Description	UOM	Shipped	B/O	Price	Amount
1	PP10528 Lot Number:	Stlzttn Pouch, SS 10.5"x28", 60 151152 SG: Shipped on: 05/16/2018 Service: FedEx Ground Number of Packages: 1 Billing Option: Sender	CA	1 1	0	149.20	149.20
						Net Invoice:	149.20
						Freight:	11.77
						Sales Tax:	0.00
						Invoice Balance:	141.91

Invoice

Vital Care Industries, Inc.
7650 West 185th Street
Suite C
Tinley Park, IL 60477
(708) 342-2680

Invoice Number: 9388122-IN

Invoice Date: 5/18/2018

Order Number: 1127907

Order Date: 5/18/2018

Customer Number: [REDACTED]

Bill To:

GILMORE MEMORIAL REGIONAL MEDI
1105 EARL FRYE BLVD.
AMORY, MS 38821

Ship To:

GILMORE MEMORIAL REGIONAL MEDI
RECEIVING
1105 EARL FRYE BLVD.
AMORY, MS 38821

Customer P.O. 00855		Ship VIA FEDEX GROUND	3rd Party Freight			Terms 2% 10, Net 30 Days	
Ordered	Item Code	Item Description	UOM	Shipped	B/O	Price	Amount
2	PP10525Z Lot Number:	Stlztn Pouch, SS 5.25"x10", 20 171216	BX	2	0	11.29	22.58
2	PP10520Z Lot Number:	Stlztn Pouch, SS 3.5"x9", 200 170915	BX	2	0	9.37	18.74
1	PP10660Z Lot Number:	Pouch, Ty, SS Low Temp 7.5"x13 170628 SG: Shipped on: 05/18/2018 Service: FedEx Ground Number of Packages: 1 Billing Option: Sender	BX	1	0	52.02	52.02

Net Invoice: 93.34

Freight: 7.67

Sales Tax: 0.00

Invoice Total: 101.01

If paid by 5/28/2018 then deduct a 2% timely pay discount of 1.87



Payment Terms and Conditions

Pricing and Payment. All invoices reflect contracted or non-contracted pricing and are to be paid within the payment terms identified on the invoice.

Prompt Payment Discount Program: Discount terms are as stated on the billing invoice. Purchasers will receive a two percent (2%) discount off the pricing set forth on each Product total if full payment is made to Vital Care Industries, Inc. within discount terms designated on the invoice. Freight/Shipping Charges, Drop Ship Fees, Expedite Fees, etc. are not included in the Product price and are ineligible for discounts. There are no allowances for discounts to be taken beyond the terms indicated on invoice, nor for a discount which was neglected, to be recovered later. Vital Care Industries, Inc. honors the discount for check payments processed and printed by the last date eligible.

Freight Billing Terms – Prepay and Add: Freight/Shipping Charges are not included in the Product price and shall be “prepaid” by Vendor and added to the invoice as a separate line item that is identified as either a “Freight” or “Shipping” charge. Third Party Billing: Freight/shipping charges shall be billed directly to Customer’s Third Party Billing Account.

Acceptance and Rejection. Vital Care Industries, Inc. reserves the right to reject any order that contains incorrect billing information or that is submitted with no billing information. Orders submitted for accounts presently on Credit Hold Status may also be rejected until such time that the account is restored to good standing.

Returned Goods Policy. Before any product can be returned to Vital Care Industries, Inc. authorization must be obtained by contacting Customer Service at 866.682.5850. An approved Returned Goods Authorization (RGA) Form must be completed and returned, verifying that all returned merchandise has been kept under proper conditions for storage, handling and shipping. Per Federal Guidelines, a customer may be required to sign an Affidavit stating such. Products in “sellable condition” (as defined below) may generally be returned to Vital Care Industries, Inc. based upon its ability to return the item to its inventory for resale in the normal course of its business without special preparation, testing, handling or expense and will exclude the following: 1) Any item which has been used, opened, is only partially complete, or is without all original packaging, labeling, inserts or operating manuals. 2) Short-dated (less than 120 days shelf life) or outdated. 3) Product that is stickered, marked, damaged, defaced or otherwise cannot readily be resold by Vital Care Industries, Inc. for any reason 4) Any item purchased on a “special order” basis, including non-stock orders and drop shipments. 5) Any sterile merchandise unless Vital Care Industries, Inc. is specifically assured that such merchandise was properly stored and protected at all times and is accompanied by a signed RGA Form and Affidavit. 6) Any discontinued merchandise.

Required return procedures: A fully completed Vital Care Industries, Inc. RGA Form (the “Return Form”) must accompany all merchandise to be returned. Each Return Form must include the following information: 1) Customer name, address and account number (as it appears on the invoice); 2) “Ship to” address if different than “Bill to” address; 3) Vital Care Industries, Inc. invoice/order number and date; 4) Product item number, quantity, form/size, description, lot number, serial number and expiration date: (Note: a copy of the Vital Care Industries, Inc. invoice and packing slip will provide this information.); 5) Purchase order number; 6) Reason for return; 7) The date of the return; 8) Name, phone number, email address and fax number of the correspondent or requestor.

Merchandise for return must be placed in a proper shipping container, and for merchandise valued at more than \$200.00, signed for by the carrier/driver when the product is picked up. Vital Care Industries, Inc. will arrange pickup of product, freight paid, for all items shipped in error. All items ordered in error by the customer must be returned freight prepaid. All Return Forms will be reviewed by Vital Care Industries, Inc. for compliance with its Returned Goods Policy. The acceptability, valuation, and acceptance of any return is at the sole discretion of Vital Care Industries, Inc. Returns are subject to a 25% restocking fee. Any credit or similar offsets may be taken only as previously approved by Vital Care Industries, Inc. (as evidenced by the issuance of a valid credit memo), and may not be otherwise taken or deducted by the customer. Credit may not be given for products in the possession of the buyer beyond 30 days of the invoice date.

Shorts and damaged merchandise - FOB Destination: For orders shipped terms FOB Destination (Seller prepays freight and adds freight charges to invoice), claims of order shortages (e.g., invoiced but not received) and damages must be reported within two (2) business days of receipt of goods. Pricing and other errors/mistakes must be reported within five (5) business days from the invoice date.

Shorts and damaged merchandise - FOB Origin: For orders shipped terms FOB Origin (purchaser provides Third Party shipping account number or Third Party Shipping Account is billed via FedEx Ground Collect Service), claims of order shortages (e.g., invoiced but not received) and damages must be reported to Buyer’s freight carrier and filed by the account holder. Pricing and other errors/mistakes must be reported to Seller within five (5) business days from the invoice date.

Refusals - FOB Origin: Orders shipped terms FOB Origin (purchaser provides Third Party shipping account number or Third Party Shipping Account is billed via FedEx Ground Collect Service) cannot be refused under any circumstances. Orders refused and returned to Vital Care Industries, Inc. will be assessed a \$50 Handling Fee for processing the return of the order to Purchaser. Credit will not be issued for refused orders shipped via these terms and invoices are due in full. Any Freight/Shipping or Handling Charges incurred by Vital Care Industries, Inc. due to refused orders shipped via this method will be invoiced to Purchaser and due immediately. Claims for damaged shipments under these terms must be processed by the Purchaser through Purchaser’s shipping account.

Timely Performance and Order Fulfillment. Occasionally, products may fall into backorder status. Vital Care Industries, Inc. will notify Purchaser of the approximate date product will become available, and reserves the right to offer an approved sub.

Invoice

Vital Care Industries, Inc.
7650 West 185th Street
Suite C
Tinley Park, IL 60477
(708) 342-2680

Invoice Number: 9395170-IN

Invoice Date: 7/16/2018

Order Number: 1133279

Order Date: 7/16/2018

Customer Number: [REDACTED]

Bill To:

GILMORE MEMORIAL REGIONAL MEDI
1105 EARL FRYE BLVD.
AMORY, MS 38821

Ship To:

GILMORE MEMORIAL REGIONAL MEDI
RECEIVING
1105 EARL FRYE BLVD.
AMORY, MS 38821

Customer P.O. 01520		Ship VIA FEDEX GROUND	3rd Party Freight			Terms 2% 10, Net 30 Days	
Ordered	Item Code	Item Description	UOM	Shipped	B/O	Price	Amount
1	PP10555Z Lot Number:	Stlztn Pouch, SS 12"x15", 200 180505	BX	1 1	0	31.18	31.18
2	PP10520Z Lot Number:	Stlztn Pouch, SS 3.5"x9", 200 170915	BX	2 2	0	9.37	18.74
2	PP10525Z Lot Number:	Stlztn Pouch, SS 5.25"x10", 20 180319 SG: Shipped on: 07/16/2018 Service: FedEx Ground Number of Packages: 1 Billing Option: Sender	BX	2 2	0	11.29	22.58

Net Invoice: 72.50

Freight: 7.88

Sales Tax: 0.00

Invoice Total: 80.38

If paid by 7/26/2018 then deduct a 2% timely pay discount of 1.45

Payment Terms and Conditions

Pricing and Payment. All invoices reflect contracted or non-contracted pricing and are to be paid within the payment terms identified on the invoice.

Promotional Discount Program: Discount terms are as stated on the billing invoice. Purchasers will receive a two percent (2%) discount off the pricing set forth on each Product total if full payment is made to Vital Care Industries, Inc. within discount terms designated on the invoice. Freight/Shipping Charges, Drop Ship Fees, Expedite Fees, etc. are not included in the Product price and are ineligible for discounts. There are no allowances for discounts to be taken beyond the terms indicated on invoice, nor for a discount which was neglected, to be recovered later. Vital Care Industries, Inc. honors the discount for check payments processed and printed by the last date eligible.

Freight Billing Terms -- Prepay and Add: Freight/Shipping Charges are not included in the Product price and shall be "prepaid" by Vendor and added to the invoice as a separate line item that is identified as either a "Freight" or "Shipping" charge. Third Party Billing: Freight/shipping charges shall be billed directly to Customer's Third Party Billing Account.

Acceptance and Rejection. Vital Care Industries, Inc. reserves the right to reject any order that contains incorrect billing information or that is submitted with no billing information. Orders submitted for accounts presently on Credit Hold Status may also be rejected until such time that the account is restored to good standing.

Returned Goods Policy. Before any product can be returned to Vital Care Industries, Inc. authorization must be obtained by contacting Customer Service at 866.682.5850. An approved Returned Goods Authorization (RGA) Form must be completed and returned, verifying that all returned merchandise has been kept under proper conditions for storage, handling and shipping. Per Federal Guidelines, a customer may be required to sign an Affidavit stating such. Products in "sellable condition" (as defined below) may generally be returned to Vital Care Industries, Inc. based upon its ability to return the item to its inventory for resale in the normal course of its business without special preparation, testing, handling or expense and will exclude the following: 1) Any item which has been used, opened, is only partially complete, or is without all original packaging, labeling, inserts or operating manuals. 2) Short-dated (less than 120 days shelf life) or outdated. 3) Product that is stickered, marked, damaged, defaced or otherwise cannot readily be resold by Vital Care Industries, Inc. for any reason 4) Any item purchased on a "special order" basis, including non-stock orders and drop shipments. 5) Any sterile merchandise unless Vital Care Industries, Inc. is specifically assured that such merchandise was properly stored and protected at all times and is accompanied by a signed RGA Form and Affidavit. 6) Any discontinued merchandise.

Required return procedures: A fully completed Vital Care Industries, Inc. RGA Form (the "Return Form") must accompany all merchandise to be returned. Each Return Form must include the following information: 1) Customer name, address and account number (as it appears on the invoice); 2) "Ship to" address if different than "Bill to" address; 3) Vital Care Industries, Inc. invoice/order number and date; 4) Product item number, quantity, form/size, description, lot number, serial number and expiration date; (Note: a copy of the Vital Care Industries, Inc. invoice and packing slip will provide this information.); 5) Purchase order number; 6) Reason for return; 7) The date of the return; 8) Name, phone number, email address and fax number of the correspondent or requestor.

Merchandise for return must be placed in a proper shipping container, and for merchandise valued at more than \$200.00, signed for by the carrier/driver when the product is picked up. Vital Care Industries, Inc. will arrange pickup of product, freight paid, for all items shipped in error. All items ordered in error by the customer must be returned freight prepaid. All Return Forms will be reviewed by Vital Care Industries, Inc. for compliance with its Returned Goods Policy. The acceptability, valuation, and acceptance of any return is at the sole discretion of Vital Care Industries, Inc. Returns are subject to a 25% restocking fee. Any credit or similar offsets may be taken only as previously approved by Vital Care Industries, Inc. (as evidenced by the issuance of a valid credit memo), and may not be otherwise taken or deducted by the customer. Credit may not be given for products in the possession of the buyer beyond 30 days of the invoice date.

Shorts and damaged merchandise - FOB Destination: For orders shipped terms FOB Destination (Seller prepays freight and adds freight charges to invoice), claims of order shortages (e.g., invoiced but not received) and damages must be reported within two (2) business days of receipt of goods. Pricing and other errors/mistakes must be reported within five (5) business days from the invoice date.

Shorts and damaged merchandise - FOB Origin: For orders shipped terms FOB Origin (purchaser provides Third Party shipping account number or Third Party Shipping Account is billed via FedEx Ground Collect Service), claims of order shortages (e.g., invoiced but not received) and damages must be reported to Buyer's freight carrier and filed by the account holder. Pricing and other errors/mistakes must be reported to Seller within five (5) business days from the invoice date.

Refusals - FOB Origin: Orders shipped terms FOB Origin (purchaser provides Third Party shipping account number or Third Party Shipping Account is billed via FedEx Ground Collect Service) cannot be refused under any circumstances. Orders refused and returned to Vital Care Industries, Inc. will be assessed a \$50 Handling Fee for processing the return of the order to Purchaser. Credit will not be issued for refused orders shipped via these terms and invoices are due in full. Any Freight/Shipping or Handling Charges incurred by Vital Care Industries, Inc. due to refused orders shipped via this method will be invoiced to Purchaser and due immediately. Claims for damaged shipments under these terms must be processed by the Purchaser through Purchaser's shipping account.

Timely Performance and Order Fulfillment. Occasionally, products may fall into backorder status. Vital Care Industries, Inc. will notify Purchaser of the approximate date product will become available, and reserves the right to offer an approved sub.

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05665 Curae Health Inc.](#)

Judge: Charles M Walker **Chapter:** 11
Office: Nashville **Last Date to file claims:** 01/21/2019
Trustee: **Last Date to file (Govt):**

<i>Creditor:</i> (6826726)	Claim No: 251	<i>Status:</i>
LENITA JOHNSON	<i>Original Filed</i>	<i>Filed by:</i> CR
(ADMINISTRATIVE)	<i>Date:</i> 01/22/2019	<i>Entered by:</i> Intake3
VITAL CARE INDUSTRIES	<i>Original Entered</i>	<i>Modified:</i> 01/22/2019
INC	<i>Date:</i> 01/22/2019	
7650 W 185TH STREET STE C		
TINLEY PARK IL 60477		
Admin claimed: \$320.07		

History:

[Details](#) [251-1](#) 01/22/2019 Claim #251 filed by LENITA JOHNSON, Admin claimed: \$320.07 (Intake3)

Description: (251-1) Goods sold

Remarks: (251-1) Court/Intake error. Amended to correct claim amount.

Claims Register Summary

Case Name: Curae Health Inc.
Case Number: 3:18-bk-05665
Chapter: 11
Date Filed: 08/24/2018
Total Number Of Claims: 1

Total Amount Claimed*	
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative	\$320.07	