



\* Please be sure to fill out these fields

## CREDIT APPLICATION

\*Customer Name \_\_\_\_\_

DBA (if different) \_\_\_\_\_

\*Owner's Name \_\_\_\_\_

Billing Address \_\_\_\_\_

Shipping Address \_\_\_\_\_

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

\*Customer Contact \_\_\_\_\_ Customer Email \_\_\_\_\_

\*A/P Contact \_\_\_\_\_ A/P Email \_\_\_\_\_

A/P Phone (if different) \_\_\_\_\_ A/P Fax (if different) \_\_\_\_\_

Federal Tax ID or Social Security No. \_\_\_\_\_ Date Business Established \_\_\_\_\_

Type of Business  Corporation  Partnership  Sole Proprietorship  Limited Liability Company

Dun & Bradstreet# \_\_\_\_\_ No. of Employees \_\_\_\_\_ Amt of Credit Requested \_\_\_\_\_

Are you purchasing for resale? If yes, please fill in attached resale certificate (page 4).  Yes  No

Tax Exempt# \_\_\_\_\_ Purchase Order Required?  Yes  No

## Trade References

Trade Ref # 1 \_\_\_\_\_

Accounting Contact \_\_\_\_\_ Acct. # \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Trade Ref # 2 \_\_\_\_\_

Accounting Contact \_\_\_\_\_ Acct. # \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

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## Trade References (continued)

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Trade Ref # 3 \_\_\_\_\_

Accounting Contact \_\_\_\_\_

Acct. # \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

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Trade Ref # 4 \_\_\_\_\_

Accounting Contact \_\_\_\_\_

Acct. # \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

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## Terms and Conditions

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1. The terms and conditions set forth herein shall apply to all sales of product to customer notwithstanding any other conditions contained in Customer's purchase order or in any other documents. Seller objects to and rejects any and all terms or conditions that are additional to or different from those set forth herein.
2. Seller will invoice customer upon shipment. Payment terms are stipulated on each invoice. If customer fails to make a payment in strict accordance with the payment terms, then Seller may, in addition to all other remedies, (a) immediately withhold shipments of any additional product until the delinquent amounts plus interest, transportation and storage are paid; (b) repossess product which has not been paid for; (c) charge interest at 2% per month or the maximum legal rate; and/or (d) recover all costs of collection, including attorney's fees equal to 25% of such unpaid balance or the maximum legal amount. In the event any product is returned to, or reposed by Seller, Seller, at its election, may charge customer a restocking fee of up to thirty-five percent (35%) of the price customer paid for such product including all freight cost.
3. Payment shall be made in lawful money of the United States. The acceptance by Seller of bank drafts, checks or other media of payment will be subject to immediate collection of the full amount thereof. If Seller is required to impose any tax or other governmental charge upon the production sale, and/or shipment of the products sold, then the amount thereof shall be added to the invoice and shall be paid by the Customer unless Customer furnishes Seller with an exemption certificate or other documentation sufficient to verify exemption from such taxes or governmental charges.
4. Any credit balance in a customer's account not claimed or used within 2 years of the date notification of such credit balance is first given to customer shall be deemed earned by Seller as additional consideration for all products provided to customer prior to such date and/or for administrative services performed by Seller in connection with customer's account.
5. Seller's weights (or Seller's measurements in case of material sold by volume) taken at shipping points shall govern.
6. Seller warrants that the products shall conform to Seller's specifications applicable thereto or to such other specifications as have been agreed to by Seller in writing. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Claims on account of weight, quality, loss of or damage to the product are waived unless made in writing within 10 days after arrival thereof at destination, and any action for breach of any obligation with respect to the purchase or sale of said product other than for non-payment hereunder, must be commenced within one year of the date of delivery, or due date of delivery in the event of non-delivery of the particular shipment upon which such claim is based. Additionally, claims for shortages are waived unless the customer signs the bill of lading and makes a notation on the bill of lading of the number of pieces received and the amount of any shortages at the time of receipt.

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**Terms and Conditions (continued)**

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8. SELLER'S TOTAL LIABILITY UNDER ANY THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID (OR PAYABLE) TO SELLER FOR THE SHIPMENT IN QUESTION. CUSTOMER'S EXCLUSIVE REMEDY WILL, AT THE SELLER'S OPTION, BE THE REPLACEMENT OF THE NON-CONFORMING PRODUCT OR THE REFUND OF THE PARTICULAR SHIPMENT'S PURCHASE PRICE. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR LOSS OF USE, BUSINESS INTERRUPTION, LOST PROFITS, REVENUE OR OPPORTUNITY OR FOR INJURY TO PERSON OR PROPERTY, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND OR NATURE.
9. Failure of the Seller to make, or of Customer to take, any one or more deliveries hereunder (or portions thereof) when due, if occasioned by (i) act of God or a public enemy, fire, explosion, perils of sea, flood, drought, war, riots, sabotage, accident, embargo, government priority, requisitioned or allocation or other action of any governmental authority, or (ii) any circumstances of like or different character beyond the reasonable control of the party so failing, or (iii) interruption of or delay in transportation, shortage or failure of supply of materials or equipment, labor trouble, partial or complete suspensions of Seller's operations, or (iv) compliance with order or request of government or any officer, department, agency or committee thereof, shall not subject said party to any liability to the other, and, at the option of either party, the total quantity to be delivered hereunder shall be reduced by the quantity of the delivery or deliveries (or portions thereof) so omitted.
10. Cylinders, carboys, drums, barrels or other returnable containers ("equipment") are the property of Seller and are loaned to Customer. Customer shall use such containers only for reasonable storage of Seller's goods originally delivered therein and shall promptly return same in good condition (thoroughly drained, but not washed, and with original closures inserted) f.o.b. Seller's shipping point unless otherwise specified. Customer agrees to comply with any applicable transportation regulations concerning empty containers used for the shipment of any hazardous materials.
11. All delivery dates specified or notices given are approximate. Seller will use all reasonable efforts to make deliveries in accordance with requested dates, but Seller does not guarantee such dates and accepts no responsibility of failure to meet such delivery dates. Seller or Customer may be required to insure shipment of product consistent with generally accepted practices in the United States for the pricing terms and shipping directions indicated on the invoice.
12. The terms and conditions stated herein set forth the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified, varied or supplemented by any course of dealing, usage of trade or otherwise except by a writing signed by the parties hereto. This transaction shall be governed by the laws of the State of Texas (specifically the Uniform Commercial Code), and the terms and conditions stated herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto. Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

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- I represent that the above information is true and is given to induce A-Gas Americas. to extend credit to the above named company.
  - I authorize A-Gas Americas. to make such credit investigation as it sees fit, including contacting the above trade references and bank reference and obtaining credit reports.
  - I authorize all trade references, banks, and credit reporting agencies to disclose to A-Gas Americas. any and all information concerning the financial and credit history of my company.
  - I have read and agree to the terms and conditions stated above.

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

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### Bank Reference Information

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To: \_\_\_\_\_ (Name of Bank) Bank Fax# \_\_\_\_\_

Attn: \_\_\_\_\_ (Name of Bank Representative)

Account# \_\_\_\_\_ Company Name \_\_\_\_\_

We are currently in the process of establishing a credit limit with A-Gas Americas. As part of their credit review process, A-Gas Americas. is requesting the information below. Please accept this letter as our authorization to provide A-Gas Americas. with the requested information.

Thank you in advance for your help,

Signature of Authorized Signor on Account \_\_\_\_\_

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### Credit Information

(to be completed by bank representative)

#### DDA INFORMATION

Date banking relationship started \_\_\_\_\_

Average daily cash balance \_\_\_\_\_

Number of NSF \_\_\_\_\_

Satisfactory  Yes  No

#### LINE OF CREDIT

High Credit \_\_\_\_\_

Current Balance \_\_\_\_\_

Secured by  A/R  INV  Equipment  and/or other Pay as agreed?  Yes  No

#### TERM LOANS

Aggregate Balance \_\_\_\_\_ Secured  Yes  No

Pay as agreed?  Yes  No

Furnished By \_\_\_\_\_ Title \_\_\_\_\_



### TEXAS RESALE CERTIFICATE

Name of purchaser, firm or agency	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit - must contain 11 digits if from a Texas permit)	
(Mexican retailer's must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

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


Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

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

The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.



We at A-Gas Americas. are truly sorry for any delay in your shipment but, before we can ship a CFC or HCFC refrigerant, the EPA requires us to have a copy of a document where you have agreed to act as a wholesaler or a copy of a legible Certified Technician's License and their signature attesting to the fact. If we shipped your order of refrigerant without obtaining the required documentation, we would be violating Federal Law. Your refrigerant shipment is ready so please fax a signed copy of this document and your Resale Certificate (if you completed section 1) or a legible copy of your Certified Technician's License (if you completed section 2) to 281-259-1599.

Please note that it is your responsibility to inform us if you have any status changes.

Upon receipt, your refrigerant order will be shipped immediately.

Please refer to the EPA website for an explanation as to who is qualified to purchase CFC and HCFC refrigerants <http://www.epa.gov/Ozone/title6/608/sales/sales.html#q2>

Please check one of the following:

- Wholesaler (if checked go to Section 1)  Technician (if checked go to Section 2)  Neither (Please sign & date Section 3)

**Section 1 - In order for us to ship your refrigerant, we must have a valid resale certificate and your signature on file attesting to the information stated below.**

Name: \_\_\_\_\_ Sales Tax License or Resale License: \_\_\_\_\_ State: \_\_\_\_\_

***Under penalty of perjury I am stating that I am purchasing this refrigerant as a wholesaler only for resale to a Certified Refrigerant Technician. I understand that it is unlawful and there is a substantial fine for an uncertified person to open the cylinders or drums of refrigerant that I am purchasing.***

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

**Section 2 - In order for us to ship your refrigerant, EPA's guidelines require us to have a copy of a legible Certified Technician's License and your signature on file attesting to the information stated below.**

Name: \_\_\_\_\_ Certification Card Number: \_\_\_\_\_ State: \_\_\_\_\_

***Under penalty of perjury I am stating that I am a Certified Refrigerant Technician***

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

**Section 3 - If you checked the neither box, please sign and date here:**

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

Please fax this document and your resale certificate (if you completed section 1) or your certification card (if you completed section 2) back to 281-259-1599. Thank you for your cooperation and for your order.