



COUNTY SPECIALTY GASES LLC

Local Bay Area & Central Coast Distribution

Main Office
2200 BAY ROAD, REDWOOD CITY, CA 94063
Phone: 650-261-9988 | Fax: 650-261-3598
sales@countyspecgases.com

2nd Location
324 RIVER STREET #B, SANTA CRUZ, CA 95060
Phone 831-515-7272 | Fax 831-515-7016
sales.sc@countyspecgases.com

Remit To
PO Box 879, San Carlos, CA 94070
accounting@countyspecgases.com

FOR OFFICE USE ONLY (GD, RM, RL, EB)
Please check:

- Terms Net 30 Day (*References Req'd*)
- Cylinder Rental Only (*Cash Sale Only*)
- COD Only
- Auto-Pay (*Provide CC# on File*)
- Pays by CC# Only

CUST#: _____ DATE: _____

CREDIT APPLICATION

BILLING INFO

Company Name _____

Billing Address _____

City/State/Zip _____

Phone No. _____ Fax No. _____

DELIVERY INFO

Delivery Contact _____

Delivery Address _____

City/State/Zip _____

Contact Phone No. _____

ACCOUNTING INFO

AP Contact _____

AP Contact E-mail _____

AP Phone No. _____ Fax No. _____

AP Electronic Invoicing Email _____

Entity: (check one) Corporation Partnership Individual/Sole Proprietorship LLC Other _____

No. Years in Business: _____ Resale No.: (if applicable) _____ (*Include Resale Certificate Copy*)

***NOTE: IF IN BUSINESS LESS THAN FIVE YEARS, YOU MAY BE REQUESTED TO COMPLETE THE PERSONAL GUARANTEE**

DETAILED INFORMATION REQUIRED: Officers & Principal Partners

Name _____	Title _____	Home Address _____
Name _____	Title _____	Home Address _____

BUSINESS REFERENCE

1) _____ Company Name _____ Contact _____	Phone No. _____ Fax No. _____ Email Address _____
2) _____ Company Name _____ Contact _____	Phone No. _____ Fax No. _____ Email Address _____
3) _____ Company Name _____ Contact _____	Phone No. _____ Fax No. _____ Email Address _____
4) _____ Company Name _____ Contact _____	Phone No. _____ Fax No. _____ Email Address _____

BANK REFERENCE

Bank Name _____	Contact Name _____	Account No. _____
Address _____	City/State/Zip _____	Phone No. _____

REFERENCE CHECK RELEASE: The above information is intended for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize County Specialty Gases, LLC. to investigate the references listed above, pertaining to my/our credit and financial responsibility. Applicant's signature attest financial responsibility and willingness to pay our invoices according to provided Credit Sales Terms & Conditions of invoices as set forth on Page 2 (see attached).

Signature Required (if references provided) _____ Date _____



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CREDIT SALES TERMS & CONDITIONS

TERMS OF SALE (TERMS ARE NET 30 DAYS UPON CREDIT APPROVAL)

THE ABOVE INFORMATION IS WILLINGLY SUPPLIED AND THE CREDITOR IS AUTHORIZED TO CONTACT THE ABOVE BANK AND TRADE REFERENCES IN ORDER TO ESTABLISH THE CREDITWORTHINESS OF THE ABOVE NAMED COMPANY. IF THE APPLICANT IS NOT A CORPORATION, THE CREDITOR IS AUTHORIZED TO OBTAIN CREDIT REPORTS ON THE PROPRIETORS, PARTNERS OR PRINCIPALS. SHOULD A CREDIT AVAILABILITY BE GRANTED BY THE CREDITOR, ALL DECISIONS WITH RESPECT TO THE EXTENSION OR CONTINUATION SHALL BE IN THE SOLE DISCRETION OF THE CREDITOR. THE CREDITOR MAY TERMINATE ANY CREDIT AVAILABILITY WITHIN ITS SOLE DISCRETION.

1. Terms of Sale, Including Terms of Payment and Charges, for each purchase are agreed to be those specified on the face of each invoice. The customer hereby agrees to pay invoices that are due for payment on the 30th day, following the date of each invoice. If the payment has not been received in our hands by the 30th day, the account will be considered as past due.
2. Our billing period closes on the last day of each month of which a statement will be mailed. Payments received after that date will be included in the next month's business.
3. Past due balances are assessed a delinquency service charge of 2% per month, which is equal to an annual percentage rate of 24%. This delinquency charge will be assessed on the last day of the month on all past due accounts.
4. Non-current accounts will be placed on a C.O.D./Cash basis at our option unless arrangements have been made in advance of the sale for possible extended time.
5. The customer expressly agrees to pay all costs of collection of accounts and repossession of equipment, and in the event the services of an attorney are employed to enforce any obligations of the customer, hereunder, to pay in addition all attorney fees (whether or not it is necessary to file an action in court), and in the event an action is instituted shall pay all court costs and all attorney fees.
6. Signature by you or your authorized representative on this application is presumed to establish your acceptance of the terms and conditions set forth herein, without exception, and to your agreement to comply with said terms.
7. It is expressly agreed that at the sole discretion of County Specialty Gases, LLC, if this account is delinquent and is referred to a third party for collection, all additional costs will be borne by the signatory.
8. County Specialty Gases, LLC reserves the right of choice of law and venue if the account goes into litigation for collection.
9. Title to all cylinders remains with County Specialty Gases, LLC. Title to merchandise purchased will remain with County Specialty Gases, LLC until the balance is paid in full. Cylinder Rental rates are subject to change at the discretion of County Specialty Gases, LLC. Responsibility for the return of all rental cylinders shall rest entirely on the customer. It is the responsibility of the customer to obtain a receipt for any and all cylinders being returned. Customer agrees not to re-loan cylinders without the consent of County Specialty Gases, LLC and the customer also agrees not to keep any cylinders longer than six months without exchange or as negotiated.
10. Cylinders or other equipment lost, damaged or destroyed while in the customer will be paid for by the customer on demand at the valuation and rate on file at County Specialty Gases, LLC place of business. Replacement or repair cost for damaged equipment, cylinder valves, cost caps or cylinders returned contaminated with foreign material such as oils, grease, mud, concrete, paint, etc. or other internal contaminations and arc burns. Customers shall be liable for and shall promptly pay County Specialty Gases, LLC all costs of repair or replacement, in addition shall become and remain liable for reasonable rental charges thereon until completion of repair or replacement of such cylinders or equipment for any balance due to County Specialty Gases, LLC.
11. In the event of the customers failure to promptly pay any monies due on any cylinder or equipment for any reason without the written consent of County Specialty Gases, LLC, all cylinders or equipment in the customer's possession shall be immediately returnable on demand of County Specialty Gases, LLC. County Specialty Gases, LLC shall have in addition all its other rights and remedies under law the right to repossess said cylinders and equipment without legal action and to bring suit for any balance due to County Specialty Gases, LLC.

APPLICANT HEREBY ACKNOWLEDGES THAT THE UPOVE HAS BEEN READ AND ACCEPTS THE TERMS AND CONDITIONS OF SALE AS SET FORTH IN THIS APPLICATION.

*Signature Required

Date

Print Name

Title

*PERSONAL GUARANTEE (OPTIONAL: Upon Request Only)

THE UNDERSIGNED, FOR CONSIDERATION DO HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY ONLY BE REVOKED BY WRITTEN NOTICE WHICH SHALL BE SENT TO THE CREDITOR'S CREDIT OFFICE BY CERTIFIED MAIL. ANY REVOCATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOCATION. I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT MY REFERENCES AS NECESSARY. AS GUARANTOR, I AM ALSO BOUND BY THE ABOVE ARBITRATION CLAUSE.

Guarantor's Signature

Date

Guarantor's Name

Tax ID. or SS No.

Home Address

City/State/ Zip

Guarantor's Phone No.