

CREDIT AGREEMENT/GUARANTY

Volunteer Welding Supply
 815 Rep John Lewis Way S, Nashville, TN 37203
 phone (615) 256-5658



APPLICANT INFORMATION

Company Name _____		Delivery Address _____
D/B/A _____		City, State, Zip _____
Billing Address _____		Phone () _____
City, State, Zip _____		
AP Phone () _____		
AP Contact _____	Phone () _____	
Email for Invoices/Statements _____		PO Required Yes No
Email for pricing notices _____		

BUSINESS CLASSIFICATION

<input type="checkbox"/> Corporation	FEIN _____	Credit Requested \$ _____
<input type="checkbox"/> Partnership	Start of Operations _____	Has your company ever filed bankruptcy? Yes No
<input type="checkbox"/> LLC		NAISC code _____
<input type="checkbox"/> Individual- Social Security No Required		Duns No _____

Tax Exempt? Please provide the State Tax Exempt certificate with this application

PARTNER/OFFICER INFORMATION

Name _____	Title _____	Social: _____
Address _____	City, State, Zip _____	
Phone _____	email _____	

Name _____	Title _____	Social: _____
Address _____	City, State, Zip _____	
Phone _____	email _____	

Attach additional page if needed

BANK REFERENCES

Bank Reference Name _____	Account # _____
Phone () _____	Contact _____

TRADE REFERENCES

Name _____	
Address _____	City, State, Zip _____
Phone _____	email _____

Name _____	
Address _____	City, State, Zip _____
Phone _____	email _____

Name _____	
Address _____	City, State, Zip _____
Phone _____	email _____

Don't forget the back page

ALL THE LEGAL STUFF

Credit Terms are NET 30 days from the date of invoice

The undersigned ("Applicant") understands that it has applied for credit with Volunteer Welding Gases & Supply ("Seller"). Applicant represents and warrants that all information provided is true and correct and an accurate and complete statement of the Applicant's financial condition. Applicant authorizes Seller to obtain credit and financial information concerning Applicant at any time and from any source. In addition, Applicant authorizes Seller to contact the credit references listed herein and hereby grants permission to those references to release information about Applicant's credit history and account information, including for collection purposes. Applicant represents that all items to be charged on credit with Seller are for business purposes. Applicant agrees that terms on any credit extended are net thirty (30) days. Any amounts not so paid will accrue interest at the rate of one and one half (1.5) percent per month until the balance is paid. Credit to the Applicant may be discontinued at any time at the discretion of Seller. Applicant further agrees to pay all court costs, attorneys' fees and collection costs if this account is placed for collection.

Seller reserves the right to decline further charges under this agreement at any time. This agreement may be terminated at any time by either Seller or the Applicant upon written notice to the other party's last known address. Such termination does not affect any existing obligations of Applicant under this agreement. Seller reserves the right to change the terms of this agreement upon 30 days' written notice.

Print Name: _____

Date _____

Title: _____ Signature: _____

SELLERS TERMS AND CONDITIONS

All account activity is subject to Seller's Terms and Conditions, including but not limited to the following:

- 1. Delivery.** The delivery point for Product delivered by Seller's vehicle is the point of connection between Seller's delivery vehicle and the storage equipment, and title and risk shall pass from Seller to Applicant at the delivery point. Applicant shall have the right to inspect the Products at the time and place of delivery before paying for or accepting them. Seller reserves the right to refuse, cancel or delay any delivery to Applicant if any amounts due to Seller from Applicant for any reason become past due, when payment for a delivery has not been arranged to Seller's reasonable satisfaction.
- 2. Payment Terms.** Payment shall be due thirty (30) days from the date of each invoice. Failure to timely remit payment will result in interest being added to the account at the maximum applicable legal rate.
- 3. LIMITED WARRANTY.** ALL PRODUCT DELIVERED SHALL COMPLY WITH COMPRESSED GAS ASSOCIATION STANDARDS AND THE STANDARD PUBLISHED SPECIFICATIONS OF SELLER'S SUPPLIERS. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S SOLE LIABILITY AND APPLICANT'S SOLE REMEDY FOR THE NON-DELIVERY OF PRODUCT, OR FOR THE DELIVERY OF PRODUCT NOT CONFORMING TO THE SPECIFICATIONS, SHALL BE THE PURCHASE PRICE OF THE PRODUCT REQUESTED.
- 4. INDEMNITY/LIMITED LIABILITY.** APPLICANT SHALL AND DOES HEREBY AGREE TO DEFEND, INDEMNIFY, RELEASE AND HOLD SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY, CLAIM OR EXPENSE TO APPLICANT OR ANY THIRD PARTIES RELATED TO THE PRODUCTS, SERVICES, AND EQUIPMENT PROVIDED BY SELLER, HOWSOEVER ARISING (INCLUDING SELLER'S OWN NEGLIGENCE), WHICH SHALL INCLUDE BUT NOT BE LIMITED TO ALL LOSS TO APPLICANT OR ANY THIRD PARTIES ARISING OUT OF INJURY TO OR DEATH OF PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY; PROVIDED SAID LOSS IS NOT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER. IN NO EVENT SHALL SELLER BE LIABLE TO APPLICANT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES. THE LIABILITY OF SELLER, AND APPLICANT'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF LEGAL THEORY, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCTS OR SERVICES WITH RESPECT TO WHICH SUCH CLAIM IS MADE.
- 5. Warning of Hazardous Products and Training Obligations.** Applicant acknowledges: a) that the Products, cylinders and related equipment are hazardous and must be handled accordingly; b) the Products are classified by the U. S. Occupational Safety and Health Administration ("OSHA") as hazardous chemicals, and that there are hazards associated with the possession, transportation and use of the Products, and that Applicant must take proper account of those hazards and deal with them appropriately; c) Applicant shall warn all persons (including its employees and customers) who may be exposed to any hazards relating to any of the Products, cylinders and equipment and shall train them in the proper use thereof; d) that Seller has supplied Applicant with all relevant Safety Data Sheets ("SDS") relating to the Products, and that more SDSs are available from Seller on request; e) that OSHA regulations require Applicant to develop and implement a written chemical hazard communications program for its employees regarding all hazardous chemical Products; and f) that the Products must not be used without consulting the SDSs, and that Applicant will ensure that all employees, customers and others who may be exposed to the Products are properly trained and receive and refer to the SDSs.
- 6. Compliance with Laws.** Applicant shall conform to all laws, ordinances, rules and regulations now in force or hereafter adopted which relate to and/or have jurisdiction over the purchase, resale, storage, transportation or use of the Products or equipment which are the subject of this Agreement, and all other aspects of Applicant's operations, including any applicable licensing, permitting and registration obligations and environmental laws.
- 7. Attorney's Fees.** If an action is brought regarding any products, services or equipment provided by Seller, or arising out of a breach of this Agreement, the prevailing party shall recover its reasonable attorney's fees and costs, including those incurred in collection of any judgment or award.
- 8. Governing Law/Arbitration.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TENNESSEE (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE PARTIES. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association by one arbitrator in NASHVILLE, TENNESSEE, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 9. PREVAILING TERMS.** Terms and conditions set forth herein and in Seller's shipping documents and invoices shall prevail over and supersede any terms and conditions contained in any of Applicant's purchase orders, all of which are rejected.