

CREDIT AGREEMENT/GUARANTY

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



APPLICANT INFORMATION

Company Name			
D/B/A			
Billing Address	Delivery Address		
City, State, Zip	City, State, Zip		
AP Phone ()	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

Please send completed form to nashvilleorders@volunteerwelding.com
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.

PAYMENT AUTHORIZATION

I HEREBY AUTHORIZE VOLUNTEER WELDING SUPPLY, INC. (VWS) TO INITIATE ENTRIES TO MY (OUR) CHECKING/SAVINGS ACCOUNTS AT THE FINANCIAL INSTITUTION LISTED BELOW, AND, IF NECESSARY, INITIATE ADJUSTMENTS FOR ANY TRANSACTIONS CREDITED OR DEBITED IN ERROR. THIS AUTHORITY WILL REMAIN IN EFFECT UNTIL VWS IS NOTIFIED BY ME (US) IN WRITING TO CANCEL IT IN SUCH TIME AS TO AFFORD A REASONABLE OPPORTUNITY TO ACT ON IT.

Name _____ Acct No _____

I authorize VWS to charge my invoices incurred each month to the credit card account below

Card Type MC VISA AMEX DISCOVER Name on Card: _____
Card No _____ Expiration _____ CSV _____
Signature _____ Date _____ Monthly amount: monthly statement balance

I authorize VWS to initiate ACH's (automated clearing house) to my checking or savings listed below

Financial Institution _____ Branch location _____ checking savings
Routing: _____ Account No _____
Signature _____ Date _____ Monthly amount: monthly statement balance

Please send completed form to nashvilleorders@volunteerwelding.com

PERSONAL GUARANTY - required for individuals, LLC's and Partnerships

1. The undersigned request that Volunteer Welding Supply, Inc. ("Seller") extend commercial credit to ("Applicant"), in accordance with the terms of the preceding Credit Agreement/Application and any subsequent written supply agreement between Seller and Applicant ("Agreement"). 2. For valuable consideration, the undersigned jointly and severally guarantee, absolutely and unconditionally, payment of all liabilities of Applicant to Seller, whether now existing or hereinafter incurred and the full and prompt performance of all the terms, conditions, and obligations of the Agreement (this "Guaranty"). 3. This is a Guaranty of payment and not of collection and the undersigned waive any right to require that any action be brought against Applicant or any other person, or to require that resort be had to any security before proceeding against the undersigned. This Guaranty shall not be limited to any specific time or period, nor shall termination be affected by the death of any or all of the undersigned, and this Guaranty shall remain in effect until all of the terms, conditions, and obligations of the Agreement have been fully performed by Applicant. 4. The undersigned waive any and all defenses, (except for full payment of all indebtedness owing from Applicant to Seller), setoffs and counterclaims, and Seller may, in connection with the Agreement, without notice to the undersigned, renew, extend, or modify any of Applicant's obligations without affecting the undersigned's liability, which shall be total and absolute. Seller may accept partial payment thereof without affecting or impairing the obligations of the undersigned. 5. Any and all requirements for presentation, demand, protest or other notice of dishonor, are hereby waived by the undersigned, as is the right to trial by jury or any question or dispute arising pursuant to the Agreement. A delay by Seller in the maintenance of any proceeding relating to Applicant's debt shall not affect Seller's rights to take any other action against the undersigned nor shall it be deemed a novation. 6. This Guaranty cannot be assigned by Guarantors. The rights and obligations of Seller and Guarantors include their respective successors and permitted assigns. 7. If an action is brought regarding any products, services or equipment provided by Seller, or arising out of a breach of this Guaranty or the Agreement, the prevailing party shall recover its reasonable attorney's fees and costs, including those incurred in collection of any judgment or award.

Guarantor #1
Signature: _____
Name: _____
Address _____
City, State, Zip _____
Phone _____
Email _____
DOB _____

Guarantor #2
Signature: _____
Name: _____
Address _____
City, State, Zip _____
Phone _____
Email _____
DOB _____