

Account Application

Approved By:	
\$ Amount:	
Account #:	
Salesman #:	
Branch:	
Territory:	
Date approved:	

☐ Sole Proprietor ☐ Partnership ☐ Corporation or LLC

Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone #: (_____) _____ - _____

Mobile #: (_____) _____ - _____

Fax #: (_____) _____ - _____ Other #: (_____) _____ - _____

Shipping Name: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Phone #: (_____) _____ - _____ Fax #: (_____) _____ - _____

Web Address: _____

Email Address: _____

DUNS #: _____ - _____ - _____

Parent Company Name: _____

District filed in: _____ Case #: _____

\$ Credit Limit Requested: _____

Projected Monthly Sales with Airgas: _____

Check One if Applicable: ☐ COD w/ Lease ☐ COD w/Rent

Sole Proprietor/Partner

Name 1: _____

Last 4 digits of SS#: _____ Title: _____

Name 2: _____

Last 4 digits of SS#: _____ Title: _____

Accounts Payable Information

Accounts Payable Contact Name: _____

Accounts Payable Contact Phone #: (_____) _____ - _____

Accounts Payable Email Address: _____

Purchasing Information

Purchasing Contact Name: _____

Purchasing Contact Phone #: (_____) _____ - _____

Purchasing Contact Email: _____

Is a Purchase Order Required? Product ☐ Rental/Lease ☐

If yes, when is the purchase order supplied:

At time of order ☐ At time of delivery ☐

Sales Tax Information

Are you subject to payment of Sales Tax? ☐ Yes or ☐ No

If tax-exempt, exemption certificate must be furnished and list items for which you are exempt to receive exemption.

Exemption certificate: _____

Tax Contact Name: _____

Tax Contact Phone #: (_____) _____ - _____

Tax Contact Email: _____

Airgas.com

Person Authorized to set-up an Online Account with Airgas.

Contact Name: _____

Contact Phone #: (_____) _____ - _____

Contact Email Address: _____

Terms of Sale

Terms of Sale refers to the terms and conditions contained herein and on Seller's website at www.airgas.com. "Seller" refers to Airgas, Inc., on behalf of its subsidiaries. "Buyer" refers to the applicant in the account application to which these Terms of Sale are affixed. Each sale of Goods or services by an Airgas company shall be governed by the Terms of Sale. Each contract for the sale of Goods or services between Seller and Buyer ("Contract") shall include the Terms of Sale, together with any other terms describing the Goods or services being sold, their price, delivery terms, and all other special provisions. "Goods" refers to any items of tangible personal property described in any Contract, or otherwise provided by Seller to Buyer.

1. *Delivery.* Seller may deliver the Goods or ship the Goods by a carrier of Seller's selection, F.O.B. shipping point to the Buyer's address in the Contract, unless the Contract provides otherwise. Delivery date(s) are determined from the date of each Contract and are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery.
2. *Buyer's Delay of Acceptance.* If Buyer delays acceptance of the Goods when delivered or ready for shipment, Buyer shall forthwith pay to Seller the full price of the Goods and shall also pay Seller such warehousing and pier charges and other expenses as Seller may incur as a result of Buyer's delay.
3. *Terms of Payment.* Unless otherwise specified in a Contract, Buyer shall make payment in full within 30 days after the date of Seller's invoice. A late payment charge of 1.5% on the unpaid, past due balance, will be assessed monthly (minimum two dollars (\$2.00)), or the maximum lawful rate allowable in the state where the Goods are delivered, whichever is less. If a Contract provides for payment other than cash immediately or cash on delivery (COD), Buyer represents that the goods are being purchased for business, commercial or agricultural purposes and not for personal, household, or family use. Buyer represents and warrants that Buyer is and shall remain solvent until Seller receives payment in full for the goods. Buyer shall be in default hereunder and Seller may cancel any Contract without liability to Buyer upon Buyer's failure to make payment as required herein or upon Buyer's failure to comply with any of the terms and conditions contained herein or upon the institution of any voluntary or involuntary bankruptcy, insolvency, receivership or debtor relief processing by or against Buyer or upon Buyer's making of an assignment for the benefit of creditors. If Seller employs any collection agency or attorney to collect any amount due Seller, and/or to repossess any goods, Buyer shall pay all collection fees, attorneys' fees, and court costs, in addition to the amount otherwise unpaid. Seller may bring suit for the collection of any such amount in any jurisdiction or venue Seller may select.
4. *Taxes.* Any taxes imposed by federal, state, or other governmental authority on the sale or use of Goods or the sale or performance of services by an Airgas company shall be paid by Buyer in addition to the purchase price.
5. *Title to Equipment.* Title to all rental equipment shall remain in Seller's name. Buyer shall not cover, modify, remove or otherwise disturb any identification or other indicia of Seller's ownership on any rental equipment.
6. *Security for Goods.* Until Buyer pays Seller in full for any Goods purchased, title to the Goods shall remain in Seller's name and Seller shall have a purchase money security interest in the Goods. If Buyer shall default in any payments, Seller shall have all the rights as holder of such title or as such secured party under the Uniform Commercial Code and/or any other law then in force; and Seller may, in addition, retain as rental any payments received by Seller on account of the purchase price of the Goods, whether Buyer's default shall have occurred before or after delivery. If Seller repossesses the Goods, Seller may resell the Goods after 10 days' prior written notice to Buyer. Seller may file one or more financing statements to perfect such security interests. If necessary, Buyer shall execute such financing statements upon the request of Seller.
7. *Warranty.* All products, other items of sale, cylinders and other containers furnished by an Airgas company shall conform to the description thereof published by the manufacturer at the time of sale and will meet Seller's purity specifications for all gas products. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE.**
8. *Limitation of Liability.* **SELLER SHALL BE LIABLE ONLY FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GAS CYLINDERS AND PRODUCTS, INCLUDING THE REPLACEMENT OF GASES THAT DO NOT MEET ITS PURITY SPECIFICATIONS WITH GASES THAT DO MEET SUCH SPECIFICATIONS. BUYER KNOWINGLY AND FULLY ASSUMES THE RISKS OF TRANSPORTING AND USING COMPRESSED GASES. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT (EXCEPT AS EXPRESSLY PROVIDED HEREIN), INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE OF ANY OBLIGATIONS OR ANY PRODUCT, OTHER ITEMS OF SALE, OR EQUIPMENT SOLD OR LEASED BY SELLER, WHETHER SUCH DAMAGE RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR IS RELATED TO STRICT LIABILITY, OR OTHERWISE.**
9. *Period of Limitation of Action.* No action shall be brought by Buyer for any breach of Contract or otherwise in connection with any Goods or services provided or to be provided by Seller more than one year after the cause of action therefore accrues.
10. *Force Majeure.* Service and deliveries by Seller are subject to and contingent upon floods, strike or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Seller's reasonable control. Seller shall advise Buyer in writing of the reason for and anticipated length of any such delay. If any such cause affects only a part of Seller's capacity to perform, Seller will allocate production and deliveries among its customers in a fair and reasonable manner.
11. *Amendments; Entire Agreement; No Variations Permitted.* The Terms of Sale and any Contract executed by Buyer and Seller represent the entire agreement of Buyer and Seller with respect to the sale or rental of Goods and services and supersede all prior agreements, promises, conditions, arrangements, communications, representations and warranties, including, but not limited to, any purchase order, acceptance or other document of Buyer, even if the same is signed or acted upon by Seller. The Terms of Sale and any Contract may be agreed to, amended or supplemented only in a writing executed by authorized representatives of Buyer and Seller. No person other than an authorized representative of Seller has any authority to agree on Seller's behalf to any terms of sale not set forth herein or in a Contract.

The undersigned Buyer, to induce Airgas, Inc., on behalf of its subsidiaries, to open an account for Buyer, and in consideration of each sale of Goods which Seller hereafter makes to Buyer, **hereby agrees** as follows: (1) All such sales shall be governed by the Airgas Terms of Sale; (2) Buyer has examined and understands such Terms of Sale; (3) Seller shall have the right to make such investigation of Buyer as Seller may deem appropriate in its discretion, which shall include, without limitation, checking credit, business and personal references; and (4) Seller shall have no obligation to extend credit to Buyer, and Seller may, in its discretion, terminate, at any time, any credit theretofore extended by Seller to Buyer.

Buyer Signature: _____

Date: _____

Buyer Name (Printed): _____

Buyer Title: _____

Witness Name: _____

Witness Title: _____

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6e and Pennsylvania Avenue, NW, Washington, DC 20580.