

APPLICATION FOR CREDIT



NAME _____

BILLING ADDRESS _____

SHIPPING ADDRESS _____

TYPE OF BUSINESS _____ YEARS IN BUSINESS _____ NO. EMPLOYEES _____

PHONE# _____ FAX# _____ EMAIL _____

SALES TAX STATUS: **EXEMPT/NON EXEMPT** STATE ISSUED TAX ID# _____

IMPORTANT: If exempt, please sign fully completed Tax Exemption or ALL purchases will be TAXED!

A/P SUPERVISOR _____ **PURCHASE ORDER REQUIRED** YES/NO

CORPORATIONS/PARTNERSHIPS: YEAR AND STATE INC. _____

PRESIDENT _____ SEC. TREASURY/CONTROLLER _____

INDIVIDUAL:

EMPLOYED BY _____ PHONE# _____

YOUR S.S.N. _____ YOUR D.L.# _____ STATE _____ DATE OF BIRTH _____

BANK REFERENCES:

NAME OF BANK _____ PHONE _____ ACCOUNT# _____

CREDIT CARD: (REQUIRED FOR INDIVIDUALS)

NAME _____ ACCOUNT # _____ EXP DATE _____

VENDOR/TRADE REFERENCES: (REQUIRED FOR BUSINESSES)

NAME _____ CONTACT _____ PHONE _____

NAME _____ CONTACT _____ PHONE _____

NAME _____ CONTACT _____ PHONE _____

NOTICE OF CREDIT TERMS OF SALE AND POLICY: REQUESTED CREDIT BASED ON TERMS OF NET 30 DAYS FROM DATE OF INVOICE. ALL PAYMENTS MUST BE MADE @USOXO VENUE. I/WE DO AGREE TO PAY HAZARDOUS MATERIALS FEES, ENERGY SURCHARGES, FUEL SURCHARGES AND DELIVERY CHARGES WHERE APPLICABLE. ALL ACCOUNTS PAST DUE WILL BE SUBJECT TO THESE TERMS, TERMS LISTED ON REVERSE SIDE OF PICKING TICKET(S) AND USOXO, LLC CREDIT POLICY. I/WE DO AUTHORIZE THE RELEASE OF AND ACCESS TO PERSONAL/BUSINESS CREDIT INFORMATION TO USOXO, LLC FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING AN ACCOUNT.

AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

PAYMENT REMIT TO: USOXO, LLC. P.O. BOX 1945 MARBLE FALLS, TEXAS 78654 ATTN: CREDIT: FAX#830 693-5187

INVOICES ARE AVAILABLE BY EMAIL OR FAX. PLEASE SELECT PREFERENCE(S). EMAIL: _____ FAX: _____

OFFICIAL USE ONLY: APPROVED BY: _____ ACCT# _____ SALES TERRITORY _____

CREDIT AGREEMENT

- 1.) IN THE EVENT BUYER DOES NOT PAY THE AMOUNT DUE PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN BUYER AND SELLER, BUYER AGREES TO PAY A DELIQUENT INTEREST CHARGE OF 1-1/2% PER MONTH ON THE UNPAID BALANCE OR THE HIGHEST RATE PERMITTED BY LAW.
- 2.) SELLER MAY, AT ANY TIME, WITHOUT NOTICE, CANCEL ALL CREDIT AVAILABLE TO BUYERS AND REFUSE TO MAKE ANY FURTHER CREDIT ADVANCES. IN THE EVENT SELLER DETERMINES THAT INFORMATION CONTAINED ON THEIR CREDIT APPLICATION IS FALSE OR MISLEADING, OR SELLER RECEIVES OTHER FALSE OR MISLEADING CREDIT INFORMATION FROM BUYER OF ANY KIND OF NATURE, SELLER MAY WITHOUT FURTHER NOTICE CANCEL ANY ORDERS IN HOUSE, OR ANY DELIVERIES IN PROGRESS TO BUYER. ANY FALSE OR MISLEADING INFORMATION BY BUYER SHALL BE CONSTRUED AS A MATERIAL DEFAULT, AND ANY INVOICES OUTSTANDING SHALL BE IMMEDIATELY DUE AND PAYABLE IN FULL.
- 3.) TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY SELLER IN RELATION TO THE INTERPRETATION, CONSTRUCTION OF ENFORCEMENT OF ANY OR ALL OF OUR OBLIGATIONS UNDER THIS CREDIT APPLICATION OR PERSONAL GUARANTY, WHETHER OR NOT SUIT IS FILED.
- 4.) THAT THIS AGREEMENT AND PERSONAL GUARANTY HAS BEEN ENTERED INTO AND IS TO BE PERFORMED IN THE COUNTY OF BRANCH LOCATION, AND ANY ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN SAID COUNTY AND STATE AT THE OPTIONS AND IN THE SOLE DISCRETIONS OF SELLER AND THAT THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEES PAYMENT BY BUYER.
- 5.) THAT WE WARRANT AND REPRESENT TO SELLER, THAT WE ARE SOLVENT AND ABLE TO PAY OUR OBLIGATIONS AS THEY BECOME REPRESENTATION OF SOLVENCY IN THE SHIPPING PRODUCTS TO BUYER.
- 6.) THAT SELLER MAY AT ITS OPTION CHARGE PAYMENTS DUE, ACCOUNTS RECEIVABLE(S), CYLINDER LOSS AND USE OF THE LIKE TO CREDIT CARD(S) WHICH BUYER PROVIDED TO SELLER FOR THE PURPOSE OF PURCHASING AND/OR SECURING CREDIT.
- 7.) THAT SELLER MAY USE THIS AGREEMENT WITH ANY FINANCIAL INSTITUTION OR CREDIT REPORTING AGENCY FOR THE PURPOSE OF OBTAINING AND REPORTING ALL PERSONAL AND BUSINESS FINANCIAL INFORMATION OF ANY KIND OR NATURE WHATSOEVER.
- 8.) THAT SELLER IS HEREBY GRANTED AND SHALL RETAIN A SECURITY INTEREST IN AND ANY AND ALL GOODS AND MATERIALS AND PROCEEDS SOLD THEREOF TO US IN ALL INDEBTNESS TO SELLER IS PAID IN FULL AND UNTIL SUCH TIME SELLER SHALL HAVE ALL RIGHTS OF A SECURED PARTY.
- 9.) TO THE EXTENT ANY TERMS ON A PURCHASE ORDER EXECUTED BY BUYER ARE INCONSISTENT WITH THESE TERMS, THESE TERMS SHALL TAKE PRECEDENCE.
- 10.) ANY MODIFICATION MUST BE CONSENTED TO BY SELLER AND BUYER IN WRITING.

COMPANY NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

PERSONAL GUARANTY

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY USOXO, LLC (SELLER) TO APPLICANT THE UNDERSIGNED DOES JOINTLY AND SEVERALLY PERSONALLY GUARANTY TO PAY AND BE RESPONSIBLE FOR PAYMENT (AND NOT MERELY COLLECTION) OF ALL SUMS, BALANCES AND ACCOUNTS DUE TO SELLER, INCLUDING INTEREST, COLLECTION CHARGES AND/OR ATTORNEY FEE'S. THIS SHALL BE AN OPEN AND CONTINUING GUARANTY AND SHALL CONTINUE IN FORCE NOTWITHSTANDING ANY CHANGE IN THE FORM OF SUCH INDEBTEDNESS, OR RENEWELS, RELEASES, MODIFICATIONS, OR NOTICE FROM THE GUARANTOR(S) TO SELLER. ANY SUCH REVOCATION SHALL NOT IN ANY MANNER AFFECT GUARANTOR(S) LIABILITY AS TO ANY INDEBTEDNESS EXISTING PRIOR HERETO GUARANTOR(S) WAIVE NOTICE OF THE ACCEPTANCE OF THIS AGREEMENT, NOTICE OF DEFAULT OR NON-PAYMENT AND WAIVE ACTION REQUIRED BY ANY STATE, LAW OR REASON, AGAINST THE APPLICANT. NO DELAY ON SELLER'S PART IN EXERCIZING ANY RIGHT HEREUNDER OR TAKING ANY ACTION TO COLLECT OR ENFORCE PAYMENT OF ANY OBLIGATION HEREBY GUARANTEED, EITHER AS AGAINST THE APPLICANT OR ANY OTHER PERSON PRIMARILY OR SECONDARILY LIABLE WITH THE APPLICANT, SHALL OPERATE AS A WAIVER OF ANY SUCH RIGHT OR IN ANY MANNER PREJUDICE SELLER'S RIGHTS AGAINST GUARANTOR(S). GUARANTOR(S) AGREES THAT IN THE EVENT OF ANY DEFAULT AT ANY TIME BY SAID APPLICANT, SELLER SHALL BE ENTITLED TO LOOK TO GUARANTOR(S) IMMEDIATELY FOR FULL PAYMENT WITHOUT PRIOR DEMAND OR NOTICE. GUARANTOR(S) CONSENT AND AGREE TO BE BOUND BY ALL THE PROVISIONS OF THE AGREEMENT INCLUDING WITHOUT LIMITATIONS TO PARAGRAPHS 1-10 ABOVE.

NAME _____ TITLE _____

SIGNATURE _____ DATE _____

(SIGNATURE REQUIRED BY AUTHORIZED REPRESENTATIVE, OFFICER, PARTNER, GUARANTOR OR INDIVIDUAL)

MASTER CYLINDER / LEASE AGREEMENT



OPTIONS:

DAILY RENTAL \$ _____ / CYL

12 MONTH LEASE \$ _____ / CYL

AGREEMENT MADE BETWEEN U.S. OXO, L.L.C. (OXO) AND BUYER:

(NAME OF LESSEE) _____.

U.S. OXO, L.L.C. (OXO) SHALL ALLOT TO THE USE OF LESSEE FOR THE PERIOD OF _____ MONTH(S) CYLINDERS THAT ARE VALUED AT \$250.00 (USD) EACH. THE GAS CYLINDER(S) SHALL BE DESCRIBED IN INVOICES PREPARED BY OXO.

THE LOCATION WHERE CYLINDERS WILL BE USED/ STORED IS: (GIVE PHYSICAL ADDRESS)

_____.

IN CONSIDERATION OF THE FOREGOING, LESSEE SHALL PAY TO U.S. OXO, L.L.C. THE FOLLOWING:

DEPOSIT PER CYLINDER IS REQUIRED/ NOT REQUIRED \$ _____. DEPOSITS WILL BE REFUNDED UPON THE RETURN OF THE CYLINDERS AND THE SATISFACTION OF ANY OUTSTANDING AMOUNTS DUE BY OXO. DEPOSITS WILL BE MAILED FROM THE MAIN OFFICE BY CHECK. BRANCHES ARE NOT AUTHORIZED TO GIVE CASH.

LEASES ARE PAID IN ADVANCE AND ARE NOT REFUNDABLE. CYLINDERS IN THIS LEASE AGREEMENT ARE LEASED OR RENTED, NOT SOLD. NO TITLE THERETO PASSES TO LESSEE OR RENTER. LIKewise, NO LEASE(S) ARE TRANSFERRABLE.

THE LESSEE OR RENTER IS RESPONSIBLE FOR U.S. OXO, L.L.C. ASSET CYLINDERS INCLUDING VALVES AND CYLINDER CAPS WHILE IN POSSESSION AND MUST RETURN THEM IN THE SAME CONDITION AS RECEIVED (REASONABLE WEAR AND TEAR ACCEPTED). LESSEE AGREES TO PAY U.S. OXO, L.L.C. IMMEDIATELY WITHOUT DELAY, THE REPLACEMENT COST FOR ALL LOST AND/OR STOLEN AND/OR DAMAGED CYLINDERS. RENT WILL CONTINUE TO ACCURE ON CYLINDER/S UNTIL WRITTEN NOTICE THAT A CYLINDER/S IS LOST/STOLEN/DAMAGED AND PAYMENT FOR REPLACEMENT OF THE RELEVANT CYLINDER/S IS RECEIVED BY OXO.

THIS LEASE WILL AUTOMATICALLY RENEW UPON RECEIPT OF LEASE RENEWAL PAYMENT.

LEASE PRICES ARE SUBJECT TO CHANGE YEAR TO YEAR. **PAYMENTS ARE DUE @ MARBLE FALLS VENUE. THE PARTIES AGREE THAT EXCLUSIVE VENUE FOR ANY DISPUTE BETWEEN THE PARTIES SHALL BE IN THE STATE DISTRICT COURTS OF BURNET COUNTY, TEXAS.**

REMEDIES: IN THE EVENT THAT CYLINDERS ARE NOT RETURNED; OXO WILL PURSUE ALL REMEDIES AVAILABLE UNDER LOCAL, STATE OR FEDERAL LAW. RENT WILL CONTINUE TO ACCRUE ON ANY UN-RETURNED CYLINDER(S). INTEREST WILL ACCURE AT THE LOWER OF 18% PER ANNUM OR THE HIGHEST RATE PERMITTED BY LAW, FOR ANY PAST DUE RENTAL PAYMENTS.

IF LESSEE IS RECEIVING CREDIT TERMS FOR THE CYLINDER/S, THEN THE TERMS OF THE CREDIT AGREEMENT SHALL APPLY ALSO.

I HAVE READ AND AGREE TO THE ABOVE: _____ **DATE:** _____

OXO REPRESENTATIVE: _____ **DATE:** _____