

SALES USE ONLY

Acct Mgr:
 Loc #:
 COD Acct?
 ACCOUNTING USE ONLY
 Terms:
 Limit:
 Account #:
 E-comm log in:
 Password:

WestAir Gases and Equipment, Inc.

CREDIT DEPARTMENT
 P.O. BOX 131902, SAN DIEGO, CA. 92170
 (619) 423-9912 * FAX (619) 239-0620
 AR@WESTAIRGASES.COM



APPLICATION FOR CREDIT

Thank you for your request for open credit. Please assist us by filling in all the information requested. When submitting an Application via fax, forward original Application to the Credit Department.

Company Name _____

DBA? Yes No If yes, DBA name _____

Billing Address _____ Phone _____ Fax _____

City _____ State _____ Zip _____ Email _____

Delivery Address _____ City _____ State _____ Zip _____

Contact Person _____ Kind of Business _____

Resale No. _____ Federal Tax I.D. _____ Years Established _____

Type of Business: Corporation Partnership Sole Proprietor

If Corporation: Year Incorporated _____ State _____ If Partnership: Limited Partnership Limited Liability Co.

List all partners _____

Purchase Information - Anticipated Monthly Purchases \$ _____ P.O. Required Yes No

Property Management _____ Phone Number _____

How would you like to receive invoices? Email: Y/N Fax: Y/N USPS: Y/N

Email address: _____ Fax number: _____

OWNERS / OFFICERS

Name _____ Title _____ S.S. # _____

Home Address _____ City _____ State _____ Zip _____

CREDIT CARD INFORMATION

Would you like to have your credit card on file*? Yes No

Credit Card # _____ CVV Security Code _____ Expiration Date _____

Name as it appears on card _____

Billing Address _____ City _____ State _____ Zip _____

*Includes automatic membership to our month end credit card program

CREDIT REFERENCES

Name _____ Acct # _____ Phone _____

Address _____ City _____ State _____ Zip _____

The above information is submitted solely for purposes of establishing or reviewing a commercial business account. The undersigned authorizes you to make such inquiries as are necessary to obtain credit information including obtaining copies of my consumer credit report, authorizing my bank, suppliers, and credit references to release information regarding my accounts.

- A. **Payment.** Unless otherwise agreed upon in writing by Seller, all charges on account are due and payable no later than 30 days of billing date. Any account that becomes past due will be subject to a credit hold. No orders will be placed or processed until the account is brought current.
- B. **Credit Suspension.** Seller reserves the right to suspend any and all of Buyer's credit Privileges without notice in the event that payment is not made when due. Payment for future orders will need to be made in advance or via credit card.
- C. **Buyer and Seller agree that the Superior Court of California, County of San Diego, will have exclusive jurisdiction over all other claims and controversies of any nature between the parties to this agreement.**
- D. **Buyer agrees** to pay all costs including collection agency fees, costs, legal costs, and reasonable attorney's fees if it becomes necessary to enforce collection or file suit.
- E. **Terms & Conditions.** Acceptance of delivery of the merchandise shall be deemed agreement herewith by Buyer. No modifications of these terms shall bind Seller unless in writing signed by Seller.
- F. **Liens and Setoffs.** In addition to all Liens upon, and rights of setoff against monies, securities, and other property of, Guarantors now to hereafter in the possession of Obligee, whether held in a general or special account, or for safe keeping or otherwise; and every such lien and right of setoff may be exercised without demand upon or notice to Guarantors.
- G. **Authorized Signature:** The person signing below represents and warrants that he/she has the authority to sign for and bind Buyer.

I / We have read the terms and conditions above and fully agree to comply by them.

By _____
 Owner/Officer Signature

 Print Name & Title

 Date



WestAir Gases and Equipment, Inc.
(Referred to in this document as Creditor)

PERSONAL GUARANTEE

For valuable consideration the Guarantor, jointly and severally, and unconditionally guarantees and promises to pay Creditor on demand all advances, debts, obligations and liabilities ("indebtedness") of

_____ ("Debtor") to Creditor. Guarantor authorizes the Creditor to obtain consumer credit reports solely for the purpose of considering the establishment or review of a commercial business account. Liability of Guarantor shall be open and continuous for so long as this Guarantee is in force. Guarantor intends to guarantee at all times the performance and payment of all indebtedness of Debtor to Creditor. Payments made upon Debtor indebtedness will not discharge or diminish the liability of Guarantor for any and all remaining and succeeding indebtedness of Debtor to Creditor. Any married person who signs this Guaranty as the Guarantor hereby expressly agrees that recourse under this agreement may be had against both his or her separate property and community property, whether now owned or hereafter acquired.

This is a continuing guaranty and shall continue in effect until such time as Guarantor notifies Creditor in writing at its principal place of business to terminate the same. Upon notification, Guarantor shall be released from any further liability. Guarantor shall remain liable for all indebtedness incurred prior to receipt of written notification.

The Guarantor expressly waives notice, notice of default, diligence, resort to security any obligation to proceed first against Debtor, of any other Guarantor, and joinder of Debtor, or other Guarantors and authorizes Creditor, to deal with Debtor in any manner in which Creditor sees fit in connection with any indebtedness of Debtor now, or hereafter created without any further consent or authorization from Guarantor being necessary, including, without limitation, modification, amendment and extension of the indebtedness or security and notice thereof.

This Guaranty shall not affect or invalidate any such other guarantees. The Liability of Guarantor will be the Aggregate Liability or Guarantor under the terms of this Guaranty and any such other untermiated guarantees.

Guarantor Signature

Date

Printed Name

Social Security Number

(_____) _____
Phone Number

Resident Address City State