



GENERAL DISTRIBUTING CO.

**PO BOX 2606 GREAT FALLS MT 59403
454-1351 FAX 454-0835**

CHARGE _____ CASH _____ SALES# _____

ACCT# _____ CREDIT APPLICATION

FAILURE TO COMPLETE ALL QUESTIONS ON THIS FORM MAY RESULT IN DENIAL OF CREDIT.

BILLING NAME _____ DATE _____

MAILING ADDRESS _____ PHONE _____

CITY & STATE _____ FAX _____

BUSINESS TYPE _____

FED ID # _____ EMAIL FOR STATEMENTS & INVOICES _____

PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____ LLC _____ YEARS IN BUSINESS _____

OWNER/MGR _____ BIRTHDATE _____ SOC SEC _____

OWNER/MGR SPOUSE _____ SOC SEC _____

OWNER ADDRESS _____

CREDIT REFERENCES & PHONE & FAX NUMBER 1. _____

2. _____

3. _____

BANK REFERENCE _____

PLEASE READ CAREFULLY

**NET 30(PARTS & SERVICE), NET CASH DUE WITHIN 30 DAYS OF INVOICE, UNLESS OTHERWISE SPECIFIED.
1 ½ % PER MONTH SERVICE CHARGE ON ALL BALANCES MORE THAN 30 DAYS PAST DUE FROM THE DATE OF INVOICE. CASH BASIS
ACCOUNTS NOT PAID 60 DAYS AFTER DATE OF INVOICE WILL BE PLACED ON CASH OR COD ONLY BASIS UNTIL SUCH TIME AS THEY
ARE BROUGHT CURRENT.**

**THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT FALSIFICATION OF
INFORMATION WILL BE GROUNDS FOR SUSPENSION OF MY CREDIT PRIVILEGE, AND I AUTHORIZE GENDCO TO VERIFY THE
ABOVE INFORMATION. I HAVE READ THE CREDIT TERMS AND AGREE THAT IF I AM GRANTED CREDIT BY GENDCO, I WILL ACT IN
ACCORDANCE TO THESE TERMS AND ALL OTHER APPLICABLE TERMS CONCERNING BILLINGS, CREDIT AND RETURNS. I FURTHER
AGREE TO PAY GENDCO ALL MONIES WHICH SHALL BECOME DUE BY REASON OF ANY CREDIT EXTENDED OR REQUESTED,
INCLUDING INTEREST AND ALL COST OF COLLECTION AND REASONABLE ATTORNEY FEES IN THE RECOVERY OF THE DEBT IF IT BE
PAST DUE.**

BY _____ TITLE _____

THIS SECTION MUST BE COMPLETED BY PARTNERSHIPS AND OR CORPORATIONS

PERSONAL GUARANTEE:

**THE UNDERSIGNED, IN CONSIDERATION OF GENDCO GRANTING CREDIT TO THE ABOVE NAMED CUSTOMER, JOINTLY AND
SEVERALLY GUARANTEE AND AGREE TO PROMPTLY PAY ALL MONIES WHICH SHALL BE BECOMING DUE BY REASON OF ANY CREDIT
EXTENDED AS HEREIN REQUESTED, INCLUDING INTEREST AND ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES INCURRED
IN THE COLLECTION OF ANY SUCH DEBT, WHETHER IT BE INCURRED AGAINST THE DEBTOR OR THE UNDERSIGNED GUARANTORS,
OR BOTH. WE HERBY WAIVE ANY OBLIGATION UPON GENDCO TO DEMAND ON THE DEBTOR AND NOTICE OF DEFAULT TO US AND
CONSENT TO ANY EXTENSIONS AND RENEWALS OF THE INDEBTEDNESS WITHOUT NOTICE TO US. WE AUTHORIZE GENDCO TO
RELEASE, AS ITS SOLE OPTION, ANY AND ALL COLLATERAL GIVEN IT BY THE DEBTOR WITHOUT AFFECTING THIS GUARANTEE, AND
TO RELEASE ONE OR MORE GUARANTORS WITHOUT RELEASING THOSE NOT EXPRESSLY RELEASED.**

GUARANTOR/TITLE _____ DATE _____

GUARANTOR/TITLE _____ DATE _____

WARRANTIES

(a) Gas Products. General Distributing Company warrants that Gas Products delivered hereunder will meet Manufacturer's standard specifications for purity. Upon confirmation by Manufacturer that a Gas Product delivered hereunder is nonconforming, User may reject such Gas Product, and no charge will be made for any Gas Product so rejected. General Distributing Company authorizes no other person or party to assume for it any other obligation or liability in connection with Gas Products. The remedy hereby provided shall be the exclusive and sole remedy of customer and General Distributing Company or Manufacturer shall not be liable for any special, incidental or consequential damages of any kind arising out of any claim made hereunder. No claim of any kind, whether or not based on warranty or negligence, as to Gas Products delivered hereunder shall be greater in amount than the purchase price of the Gas Products in respect to which damages are claimed. GENERAL DISTRIBUTING COMPANY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED: AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY GENERAL DISTRIBUTING COMPANY AND EXCLUDED FROM THIS AGREEMENT. Notice of any claims as to any Gas Product delivered hereunder shall be given within thirty (30) days from the date of delivery in the case of Gas Products in bulk form and ninety (90) days from the date of delivery in the case of Products in cylinder form and failure to give notice within such time shall constitute a waiver by Customer of all claims in respect thereto.

(b) Welding and/or Medical Products. General Distributing Company warrants that any Welding and/or Medical Products delivered, shipped or furnished hereunder will meet its standard specifications at the time of manufacture and will conform to any promises and affirmations of fact made on the container and label. Except for the foregoing, General Distributing Company's Manufacturer may supply with the product or otherwise publish hereafter. General Distributing Company authorizes no other person or party to assume for it any other obligation or liability in connection with any such products. The remedy hereby provided shall be the exclusive and sole remedy of customer and General Distributing Company or Manufacturer shall not be liable for any special, incidental or consequential damages of any kind arising out of any claim made hereunder with respect to Welding and/or Medical Products. No claim of any kind, whether or not based on warranty or negligence, as to Welding and/or Medical Products delivered hereunder shall be greater in amount than the purchase price of the Welding and/or Medical Products in respect to which damages are claimed. GENERAL DISTRIBUTING COMPANY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY GENERAL DISTRIBUTING COMPANY AND EXCLUDED FROM THIS AGREEMENT.

-TERMS: NET 10THPROX. A 1-1/2% PER MONTH (\$1.00 MINIMUM PER MONTH LATE PAYMENT CHARGE. (18% ANNUAL RATE) WILL BE MADE ON ALL AMOUNTS 30 DAYS PAST DUE THIS CHARGE IS NOT AN INTEREST CHARGE WE DO NOT SOLICIT DEFERRED PAYMENT ACCOUNTS. THIS CHARGE IS MADE TO DEFRAY ADDITIONAL COSTS INCURRED IN BILLING, POSTAGE, ETC. PLEASE PAY PROMPTLY AND SAVE THIS ADDITIONAL EXPENSE FOR BOTH OF US.

Cylinders remain General Distributing Co.'s property at all times. The customer shall return each cylinder when empty to General Distributing Co. not later than 90 days after its delivery to Customer. General Distributing Co. reserves the right to charge rental for all the time the cylinder is away from General Distributing Co.'s distribution station. For any service agreement cylinder that is loaned without a written service agreement rental charge will be made for everyday the cylinder is away from the distributor. These rental charges the customer agrees to pay on demand. The customer shall pay on demand to General Distributing Co. at General Distributing CO.'s then established valuations and rates for the loss or damage to any of said cylinders or fittings resulting from any cause after delivery thereof to the customer and until returned to General Distributing Co. Refilling of rental or service agreement cylinders except by General Distributing Co. or loan of the cylinders without General Distributing Co.'s written consent is prohibited.

GUARANTOR/TITLE _____ DATE _____