



NEW BUSINESS CREDIT APPLICATION – 30 DAYS

Business Information

Date: _____

Customer Legal Name _____

Customer Bill-To Address (#, Street, City, State, Zip) _____

Customer Ship-To Address (#, Street, City, State, Zip) _____

Main Phone Number _____

How Many Years in Business? _____

DUNS# _____ FED ID/SSN# _____ SIC CODE# _____

Type of Business (Corporation, Partnership, LLC, Sole Proprietorship, etc.) _____

Owner's Name _____

Owner's E-mail _____

Owner's Phone Number _____

Accounts Payable Information

Accounts Payable Name _____

Accounts Payable E-mail _____

Accounts Payable Phone Number _____

Purchaser Information

Purchaser's Name _____

Purchaser's E-mail _____

Purchaser's Phone Number _____

Are Purchase Orders (POs) Required (Yes/No) _____

Are Purchases Sales Tax Exempt (Yes/No, if Yes provide certificate) _____

Bank Information

Bank Name _____

Bank Address _____

Bank Phone Number _____

Checking Account Number _____

Bank Contact (Name, Phone, E-mail) _____



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Credit/Trade References

Business Name	Address	Phone Number	Contact Name
1.			
2.			
3.			

TO: SYOXSA, Inc. and affiliates (the “Company”)

CREDIT APPLICATION/AGREEMENT

1. The undersigned applicant (the “Applicant”) agrees to pay for all purchases of goods and/or services from the Company within thirty (30) days from the invoice date.
2. Any amount not paid when due, shall bear interest from the due date calculated at the rate of eighteen (18%) percent per annum (or 1.5% per month).
3. Any payment made in respect of any purchase of goods and/or services shall be applied first to any accumulated interest and thereafter to the principal amount of the outstanding debt.
4. The Applicant agrees that the Company and/or its authorized agent may access the Applicant’s credit bureau file(s) and/or other credit report(s) containing information in connection with the Applicant’s credit history or otherwise connected to this Credit Application/Agreement. In that regard, the Applicant authorizes the receipt, exchange, retention, and update of all personal credit and corporate credit information without any time limitation and/or restriction.
5. The Applicant agrees to indemnify and reimburse the Company for all collection fees, legal fees and all other expenses incurred by the Company in connection with recovery or the attempted recovery of any amounts due and owing by the Applicant to the Company.
6. The Company shall not be liable for any indirect, special, incidental or consequential damages caused by or arising out of the delivery, installation, operation, use or repossession of the Cylinders/Rental Equipment or from any defect there-in or in any part thereof. THE COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MECHANICALITY OR FITNESS FOR A PRACTICAL PURPOSE.
7. This Credit Application/Agreement and all matters arising out of or relating to the same, are governed by and construed in accordance with, the laws of the State of Texas. Venue for any mediation, arbitration, legal suit, action or proceeding arising out of or relating to this Credit Application/Agreement shall rest solely in the federal or state courts located in El Paso County, Texas.
8. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Credit Application/Agreement, including any exhibits, schedules, and appendices attached to this agreement, or the transactions contemplated hereby.
9. The Applicant acknowledges and agrees that all equipment and assets provided by the Company and placed in the possession, custody, or control of the Applicant—including, but not limited to, gas cylinders, cylinder packs, dewars, regulators, hoses, and any related accessories or containers (collectively, the "Company Assets")—remain the sole property of the Company at all times. The Applicant shall be fully responsible and liable for any loss of, theft of, or damage to the Company Assets while in the Applicant’s possession or control, regardless of cause, including but not limited to negligence, misuse, improper storage, fire, vandalism, or acts of God. In the event of such loss or damage, the Applicant agrees to compensate the Company for the full replacement cost or repair cost of the affected Company Assets, as determined by the Company in its reasonable discretion. This obligation shall survive the termination or expiration of this Agreement until all Company Assets have been returned to the Company in good condition, reasonable wear and tear excepted.

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The Applicant acknowledges having read and fully understanding and agreeing to the terms and conditions of this Credit Application/Agreement. This Credit Application/Agreement is subject to the approval of the Company’s Credit Department. The Applicant confirms that the information provided herein is true and correct. As an inducement to the Company to agree to permit the Applicant to purchase goods and/or services on credit, the Applicant agrees to the terms and conditions of this Credit Application/Agreement.

Name of Applicant _____

Authorized Signature _____

Print Name and Title _____

Date _____

INDIVIDUAL PERSONAL GUARANTY

I, _____ (guarantor’s name), residing at _____ (home address), for good and valuable consideration, including the extension of credit to the Applicant identified on this Credit Application/Agreement from which I will benefit, do hereby unconditionally guarantee and promise to pay in full on demand any and all obligations of Applicant to Company without regard for any claim of setoff, counterclaim or defense. I hereby waive notice of sales to Applicant, and of the terms thereof, and of non-payment or other default or dispute with Applicant. I hereby waive any right to a jury trial and consent to all renewals and modifications of terms of sale or credit. This is a continuing and irrevocable guaranty that shall remain effective and enforceable regardless of any change in the form, composition, nature, personnel or location of Applicant and I hereby subordinate any indebtedness of Applicant to me to that of Applicant to Company. I recognize that my individual credit history may be a necessary factor in the evaluation of this Guaranty and hereby consent to and authorize the use of a consumer credit report on me by Company, as a business credit grantor, from time-to-time as needed in the ongoing credit evaluation process. In the event Company should commence any action or actions, or otherwise seek to enforce this Guaranty against me, I agree to pay reasonable attorney(s) fees, court costs and other expenses incurred by Company in said action, whether or not suit is filed. I agree that a facsimile copy of this Guaranty shall be considered an original and admissible in a court of law to the same extent as the original document. This Guaranty shall inure to the benefit of Company and its successors and assigns and shall bind my heirs, executors, personal representatives, administrators and other successors.

Date:.....

Signature:.....

SSN:

Birthdate:

Please send completed form to Sergio.Prieto@syoxsa.com and Mariana.Ruiz@syoxsa.com and CC your sales representative. Thank you!