



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) _____

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 MECHARNTABILITY 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.

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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 or fax to (915) 771-7179



Cylinder Deposit Acknowledgement Form

Cylinder Rental Agreement & Deposit Terms:

This Cylinder Deposit Acknowledgement Form confirms that the customer is agreeing to rent a cylinder from SYOXSA under the following conditions:

1. Deposit Amount:

- The deposit for the rental of **each** cylinder is \$350.00, unless otherwise stated, based on the size or type of the cylinder (e.g., Dewar). The amount may vary accordingly.

2. Nature of the Deposit:

- The deposit is to grant the rental of the cylinder and does **not** imply the purchase of the cylinder. The cylinder remains the property of SYOXSA at all times.

3. Cylinder Ownership:

- The cylinder remains the property of SYOXSA. The customer acknowledges that they are renting the cylinder and do not acquire ownership through this deposit.

4. Deposit Payment:

- The deposit must be paid **before** any delivery of the cylinder is made. Payment will be processed through credit/debit card or cash. If paying by card, the customer agrees to complete the **Easy Pay Form** to provide the required card information, which will be kept securely on file.

5. Return of Deposit:

- If the deposit was paid by card, it will be refunded to the same card. If paid in cash, the refund will be issued via petty cash. In both cases, the refund will be processed after the cylinder has been returned and inspected by SYOXSA.

6. Additional Terms:

- In the event of damage, loss, or failure to return the cylinder, SYOXSA reserves the right to retain the deposit or take appropriate actions to recover the full value of the cylinder.

By signing below, the customer acknowledges and agrees to the terms and conditions outlined in this Cylinder Deposit Acknowledgment Form.

Customer's Name: _____

Customer's Signature: _____

Date: _____

Authorized SYOXSA Representative Signature: _____