



APPLICATION FOR CREDIT

Earlbeck Corporation, dba Earlbeck Gases & Technologies ("SELLER") thanks you for your request for open credit for your company ("BUYER"). Please assist us by filling in all of the information requested below. When submitting an Application via fax, forward the Application to the Credit Department at (443) 579-1143.

A. COMPANY INFORMATION

Legal Name of BUYER:		Accounts Payable Phone:	
DBA's:		Accounts Payable Fax:	
Billing Address:		Delivery Address:	
Kind of Business:		Accounts Payable Email:	
Accounts Payable Contact:		Federal Tax I.D.:	
Year Established:		Resale or Exemption No.:	
Form of Business	<input type="checkbox"/> Corporation (State _____) <input type="checkbox"/> Partnership (list partners) <input type="checkbox"/> LLC (State _____) <input type="checkbox"/> Sole Proprietorship	Owners/Officers: (Names, Home Addresses and SSN)	

1. Have BUYER, owners, principals, partners, officers or directors ever filed a voluntary petition in bankruptcy or been adjudged bankrupt? Yes No. If yes, please attach detailed explanation.
2. Has a civil lawsuit or tax lien been filed against BUYER, owners, principals, partners, officers or directors within the past five years? Yes No. If yes, please attach detailed explanation.
3. Are there any past-due taxes owed by BUYER? Yes No. If yes, please attach detailed explanation.
4. Has BUYER defaulted on a business account within the past two years? Yes No. If yes, please attach detailed explanation.

B. PURCHASE INFORMATION

Anticipated Monthly Purchases	\$ _____ [gases] \$ _____ [hardgoods]
P.O. Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any restrictions on who can authorize or sign agreements/invoices on behalf of the BUYER?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain.
Property Manager (Name/Address/Phone)	

C. CREDIT REFERENCES (Please list Bank and Three Trade References)

Name	Address/Phone/Contact Person	Account No.

D. CREDIT CARD INFORMATION

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

If yes, please fill out credit card information:

Credit Card # _____ CVV Security Code _____ Expiration Date _____

Name as it appears on card _____

Billing Address City State Zip _____

This Credit Application ("Application") is between SELLER and BUYER. BUYER acknowledges that it is furnishing this information for the purpose of obtaining commercial credit from SELLER. BUYER represents and warrants that the information provided is true and accurate, and acknowledges that SELLER will rely on this information in deciding whether to extend credit and on what terms. BUYER

authorizes SELLER to obtain credit and financial information concerning BUYER at any time and from any source. In addition, BUYER authorizes SELLER to contact the credit references and authorizes its references to release information about BUYER's credit history.

E. TERMS AND CONDITIONS

1. BUYER agrees to be bound by SELLER's terms and conditions, whether contained in this Application or printed on SELLER's invoices, delivery documents, or other standard forms. SELLER does not accept any terms or conditions of sale inconsistent with or in addition to, those contained in this Application, its forms, or an existing written contract between SELLER and BUYER. BUYER acknowledges that SELLER's invoices are valid and indisputable unless written notice is sent within 30 days of the invoice date.
2. Payment: Unless otherwise agreed upon in writing by SELLER, all charges on account are due within 30 days of invoice date. In the event said charges are not timely paid, BUYER agrees to pay SELLER a finance charge of 1.5% per month on the unpaid balance.
3. Credit Suspension: SELLER reserves the right to suspend BUYER's credit privileges without notice if payment is not timely made.
4. LIMITED WARRANTY: ALL PRODUCT DELIVERED HEREUNDER SHALL COMPLY WITH COMPRESSED GAS ASSOCIATION STANDARDS AND THE STANDARD PUBLISHED SPECIFICATIONS OF SELLER'S SUPPLIERS. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR THE NON-DELIVERY OF PRODUCT, OR FOR THE DELIVERY OF NON-CONFORMING PRODUCT, OR FOR ANY CLAIM CONCERNING CONTAINERS RENTED OR PURCHASED FROM SELLER SHALL BE SOLELY LIMITED TO AND SHALL NOT EXCEED THE PURCHASE/RENTAL PRICE OF THE PRODUCT/CONTAINER. Bargained for, considered, and understood. _____ **Initial Here.**
5. INDEMNITY: BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, INCLUDING SELLER'S AND ITS AFFILIATES' OWNERS, DIRECTORS, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITIES OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS), FINES, PENALTIES (INCLUDING WITHOUT LIMITATION THOSE ASSESSED BY ANY GOVERNMENTAL AGENCY), ARISING OR ALLEGED TO ARISE FROM AN ACCIDENT, PERSONAL INJURY, ILLNESS OR DEATH, PROPERTY DAMAGE OR OTHER LOSS WHILE ANYONE IS USING, POSSESSING, HANDLING, STORING, TRANSPORTING, SELLING, INGESTING, TRANSFERRING AND/OR DISPOSING OF THE PRODUCTS (OR OTHER GOODS) THAT SELLER SUPPLIED, REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE CONTRIBUTORY OR CONCURRENT NEGLIGENCE OF SELLER, SELLER'S EMPLOYEES, AGENTS OR OTHER PARTIES WITH WHOM SELLER CONTRACTS (WHETHER PASSIVE OR ACTIVE), OR ARISING IN STRICT LIABILITY, TORT, CONTRACT, OR OTHERWISE. Bargained for, considered, and understood. _____ **Initial Here.**
6. Attorney Fees: In any action, arbitration, suit or other proceeding between BUYER and SELLER, the prevailing party shall be entitled to recover from the non-prevailing party all of such prevailing party's reasonable attorney's fees, professional fees and costs incurred in each and every action, arbitration, suit, or other proceeding, including any and all appeals or petitions therefrom and any reasonable attorneys' fees, costs or any/all other professional fees incurred in collection of any judgment or award.
7. Limited Liability: SELLER shall in no event be liable to BUYER or any person who shall purchase from BUYER or use any products supplied by SELLER for damages of any kind including, but not limited to, direct, indirect, special or consequential damages or loss of production or loss of profits resulting from any cause whatsoever including, but not limited to any delay, act, error or omission of SELLER, including SELLER's own negligence (whether passive or active), and SELLER's sole liability shall be to replace any product(s) which do not conform to the specifications set forth at the time of delivery of product.
8. Cylinder Charges: (i) BUYER shall pay rental and any associated administrative fees, if applicable, to SELLER on all of SELLER's containers delivered to BUYER in accordance with SELLER's rates as they may change from time to time, until said containers are returned to SELLER's possession. Until the containers are returned to SELLER, BUYER is also responsible for all risk of loss or damage to SELLER's containers including fittings and protective caps, and BUYER agrees to reimburse SELLER the manufacturers' suggested retail price for all containers lost, not returned, or damaged beyond repair, and for the cost of repairs to all damaged containers (sometimes referred to as "Loss of Use" fees/charges). BUYER shall not deface, repair or encumber any of SELLER's containers; and (ii) In no event may BUYER refill any of SELLER's containers and may not authorize any other person, company, etc., to do so other than SELLER.
9. Notices: Any notice given to BUYER shall be sent by prepaid mail to the party in question at the business address first listed above. The date of mailing shall be deemed to be the date that notice was given. Each person executing this Application in a Representative capacity is empowered to do so.
10. General: Any provision of this Application that is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way, the remaining provisions hereof. This Application shall be governed by and construed according to the laws of Maryland. This Agreement was entered into in Baltimore, Maryland, and any action arising under or out of this Agreement shall be brought in the Circuit Court of Maryland for Baltimore County, or if federal jurisdiction exists, the United States District Court for the

District of Maryland (Northern Division), and the parties hereby submit to the exclusive personal jurisdiction and venue of such courts with respect to all such proceedings. The time within which Buyer may bring an action for breach of this Agreement shall be one (1) year from the date of such breach. This Application shall be construed as if BUYER and SELLER prepared it, and any ambiguity shall not be construed against the drafting party.

11. **Warning Concerning Hazardous Nature of Products, Compliance with Laws, and Training Obligations:** BUYER acknowledges: a) that the gases ("PRODUCTS"), cylinders, containers and related equipment are hazardous and must be handled accordingly and in compliance with all applicable laws and regulations, including but not limited to those issued by U.S. Food and Drug Administration, U.S. Occupational Safety and Health Administration ("OSHA") and any other federal, state or local authority having jurisdiction; b) the PRODUCTS are classified by OSHA as hazardous chemicals, and that there are hazards associated with the possession, transportation and use of the PRODUCTS, and that BUYER must take proper account of those hazards and deal with them appropriately; c) BUYER shall warn all persons (including its employees and customers) who may be exposed to any hazards relating to any of the PRODUCTS, cylinders, containers and equipment and shall train them in the safe and proper use thereof; d) that SELLER has supplied BUYER with all relevant Material Safety Data Sheets ("MSDS") relating to the PRODUCTS, and that more MSDS are available from SELLER on request; e) that OSHA regulations require BUYER to develop and implement a written chemical hazard communications program for its employees regarding all hazardous chemical PRODUCTS; and f) that the PRODUCTS must not be used without consulting the MSDS, and that BUYER will ensure that all employees, customers and others who may be exposed to the PRODUCTS are properly trained and receive and refer to the MSDS.
12. **Compliance With Laws:** BUYER shall conform to all laws, ordinances, rules and regulations now in force or hereafter adopted which relate to and/or have jurisdiction over the purchase, resale, storage, transportation or use of the PRODUCT(s) or equipment provided by SELLER, and all other aspects of BUYER'S operations, including any applicable licensing, permitting and registration obligations and environmental laws. BUYER shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations, and it is the responsibility of BUYER to comply with all relevant reporting obligations under the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 ("SARA Title III")) resulting from the presence of the chemicals (the PRODUCT) supplied by SELLER. BUYER agrees to file annually, pursuant to SARA Title III, Section 312, and EPA regulations promulgated thereunder, the EPA Tier I or II inventory form covering the PRODUCT(s).
13. **Entire Application, Amendments.** No change in this Application shall be binding upon either of the parties hereto unless made in writing and signed by both BUYER and SELLER. The BUYER may not assign this Application or its rights hereunder without the prior written consent of the SELLER. Upon the execution on delivery of this Application by the parties hereto, the same shall supersede any and all other existing agreements between these parties relating to the product(s) and location(s) specified herein and shall constitute, along with any executed Products and Services Agreement, the entire agreement between the parties.
14. **Electronic Signatures:** Each party agrees that the Electronic Signatures, whether digital or encrypted, of the parties related to BUYER's account are executed or adopted with the intent to authenticate the writing and have the same force and effect as manual signatures. "Electronic Signatures," means execution by DocuSign or a substantially similar process.
15. **Authorized Signature:** The person signing below represents and warrants that he/she has the authority to sign for and bind BUYER and this is a binding and enforceable Application upon which SELLER will rely in determine whether to open a credit account for BUYER.

I have read the terms and conditions above and fully agree under seal to comply with them.

BUYER:

Buyers Authorized Representative: (SEAL)

Date:

Print Name: