



ACCOUNT APPLICATION & AGREEMENT

GENERAL OFFICE: 4309 Beltwood Pkwy N, Dallas, TX 75244
 REMIT TO: P.O. Box 460, Addison, TX 75001

(972) 934-1900
 1-800-883-4822

FOR INTERNAL USE ONLY

SALESMAN _____
 BRANCH NO. _____
 ACCT. NO. _____
 CREDIT LINE _____
 DATE ISSUED _____
 APPROVED BY _____
 CLASS _____ CODE _____
 REF. AUTH Y N

- CASH ACCOUNT CREDIT ACCOUNT
 Sections I & III must be complete **Please include a copy of driver's license**
 All sections must be complete

Complete and Fax All Pages to (972) 934-0325 or send to General Office

I. BILL TO ADDRESS

SHIP TO ADDRESS

CORP. OR LEGAL NAME _____
 D/B/A TRADE NAME _____
 ATTN _____
 ADDRESS 1 _____
 ADDRESS 2 _____
 ADDRESS 3 _____
 CITY _____ STATE _____ ZIP _____
 COUNTRY _____
 PHONE () _____ FAX() _____
 E-MAIL ADDRESS _____
 A/P CONTACT _____
 PHONE () _____
 E-MAIL ADDRESS _____

NAME _____
 ATTN _____
 ADDRESS 1 _____
 ADDRESS 2 _____
 ADDRESS 3 _____
 CITY _____ STATE _____ ZIP _____
 COUNTRY _____
 SPECIAL SHIPPING INSTRUCTIONS _____
 PURCHASING CONTACT _____
 PHONE () _____
 E-MAIL ADDRESS _____

FAX INVOICES? YES NO IF YES, FAX NUMBER _____
 FAX STATEMENTS? YES NO IF YES, FAX NUMBER _____
 EMAIL INVOICES? YES NO IF YES, EMAIL ADDRESS _____
 EMAIL STATEMENTS? YES NO IF YES, EMAIL ADDRESS _____
 TAX EXEMPT? YES NO SALES TAX PERMIT NUMBER _____

MONTHLY CREDIT LINE REQUESTED _____ PURCHASE ORDER REQUIRED YES NO

AUTHORIZED TO PURCHASE REFRIGERANT/ITEMS CONTAINING REFRIGERANT? YES NO

***IF REFRIGERANT PURCHASES ARE REQUIRED, PLEASE SEND BOTH COPIES OF STATE LICENSE OR STATE CERTIFICATE AND FEDERAL EPA CERTIFICATION.**

ALL PAGES MUST BE COMPLETED

II. BUILDING: OWNED LEASED

MORTGAGE/LESSOR NAME _____ ADDRESS _____ PHONE _____

TYPE OF BUSINESS _____ HOW LONG IN BUSINESS _____

BANK AND TRADE REFERENCES

LIST 3 MAJOR TRADE OR PERSONAL REFERENCES AND BANK REFERENCES WITH ACCOUNT NUMBERS

BANK NAME	ADDRESS	OFFICER	ACCT#	PHONE#
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I (WE) HEREBY AUTHORIZE THE BANK AND CREDITORS TO RELEASE ANY INFORMATION NEEDED BY BARSCO, INC. TO ESTABLISH OUR ACCOUNT.

SIGNATURE _____

NAME	COMPLETE ADDRESS	ACCOUNT #	PHONE #
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- 1) _____
- 2) _____
- 3) _____
- 4) _____

III. TYPE OF ENTITY (CIRCLE ONE) PROPRIETORSHIP PARTNERSHIP CORPORATION

Must complete the following information for all partners or an Individual Proprietor.

NAME & TITLE	NAME & TITLE
HOME ADDRESS _____	HOME ADDRESS _____
CITY, STATE, ZIP _____	CITY, STATE, ZIP _____
HOME PHONE NO. _____	HOME PHONE NO. _____
SOC. SEC. NO. _____	SOC. SEC. NO. _____
DRIVERS LIC. NO. _____	DRIVERS LIC. NO. _____

IV. INDIVIDUAL PERSONAL GUARANTY (MUST BE SIGNED IF PROPRIETORSHIP OR PARTNERSHIP)

I (We), for and in consideration of you extending credit at my/our request to _____

NAME OF COMPANY

(Hereinafter referred to as the "Company"), hereby personally guarantee to BARSCO, Inc. payment of any obligation of the Company and I (We) hereby agree to bind myself (ourselves) to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I (We) hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed, and to all renewals of extension of credit. The Undersigned guarantor agrees to pay, in the event the amount becomes delinquent and is turned over to any attorney for collection, attorney's fees, plus all attendant collection costs.

WITNESS SIGNATURE _____	GUARANTOR'S SIGNATURE _____
DATE _____	PRINT NAME _____
WITNESS SIGNATURE _____	GUARANTOR'S SIGNATURE _____
DATE _____	PRINT NAME _____

V. CONDITIONS FOR THE EXTENSION OF CREDIT AND PLACEMENT OF ORDERS

For the purpose of obtaining Open Account Credit, as well as placement of orders with Barsco, I (We) agree to the following and state that all information is true and correct. Parties hereby agree that all purchases/orders made and fulfilled are subject to the following terms and conditions.

1. The Undersigned agrees that merchandise purchases on open account are subject to the following conditions: All invoices are due and payable on or before the 10th day of the month following. The payment shall be made at the offices of BARSCO, Inc.
2. The Undersigned purchaser agrees to pay a service charge of \$30.00 per check for all checks returned by their bank. Remittance to be paid by cash or cashier's check only.
3. The Undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or agency for collection, attorney's fees, plus all attendant collection costs.
4. The Undersigned agrees to notify BARSCO, Inc. by certified mail within 48 hours of any change of ownership of the business and further agrees to be liable for all purchases by subsequent owner/operator should the Undersigned fail to comply with said notification. In the event that this guaranty is executed by more than one person, then, in such event the liabilities and obligations of the Undersigned hereunder shall be joint and several and the relative words herein shall be read as if written in the plural.
5. The parties hereby acknowledge that the goods and/or services purchased from BARSCO, Inc. are not payable in installments, but are payable in full as stated herein.
6. All new accounts will be shipped C.O.D. until credit is approved by the Credit Office.
7. The Undersigned purchaser agrees to pay in the event the account becomes past due by 5 days or more, the sum of one and one-half percent (1.5%) per month or maximum rate allowed by applicable laws, whichever is less from the due date until paid.
8. **THE UNDERSIGNED HAS READ AND AGREED TO BARSCO'S "TERMS AND CONDITIONS OF SALE" FOR ALL ORDERS, WHETHER ORAL OR WRITTEN, AS NOTED IN THIS ACCOUNT APPLICATION AND AGREEMENT ON PAGE 3.**

OFFICER, OWNER, OR PARTNER(S) MUST SIGN

SIGNATURE _____ DATE _____

PRINT NAME & TITLE _____

SIGNATURE _____ DATE _____

PRINT NAME & TITLE _____

Terms and Conditions of Sale

(EXPRESS OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY.

Exclusive Terms:

All sales, whether on credit or for cash, of goods ("Goods") by Barsco as seller to Applicant as buyer ("Buyer") are made on the following terms and conditions. Unless otherwise agreed by both parties in writing, no additional, different, or conflicting term in any purchase order or other document shall become part of the agreement between the parties.

Payment and Credit Terms:

Buyer agrees to pay all invoices when due, in accordance with credit terms established by Barsco from time to time. Buyer agrees to pay a service charge on overdue balances at an annual rate equal to the greater of 18% or the maximum rate allowed by law, together with costs and reasonable attorneys' fees incurred by Barsco in collecting any amounts owed by buyer. Barsco may increase, decrease or cancel Buyer's credit limit, at any time without notice for any reason, at the sole discretion of Barsco. In the event that the financial condition of Buyer becomes unsatisfactory, as determined by Barsco at its sole discretion, Barsco may, at its option and by written notice, require full or partial cash payment in advance or cancel any order in whole or in part.

Prices; Taxes; Quotations and Specifications:

All quotations and price lists are subject to change without notice. All orders, whether or not submitted pursuant to a quotation, are subject to acceptance by Barsco and shall be on the terms set forth herein. Prices do not include manufacturer's sale, use, excise or similar taxes, charges or duties, and the amount of any such taxes that Barsco is required to pay or collect will be invoiced to Buyer. All specifications for goods are subject to change without notice.

Delivery; Risk of Loss; Title:

Unless otherwise agreed in writing, delivery of Goods shall be F.O.B. origin. Any delivery date quoted by Barsco is its best estimate of lead-time as of the date of quotation and is subject to change without notice. Risk of loss shall pass to Buyer upon the earlier delivery to Buyer or tender of the Goods to the carrier. Barsco shall retain, and Buyer hereby grants to Barsco, a security interest in any product sold by Barsco hereunder until payment in full is received.

Cancellation, Modification, Suspension:

No order may be cancelled, modified, suspended, or delayed, except with the prior written consent of Barsco. Barsco may consent, or refuse to consent, at its sole discretion, and may condition such consent on terms that will fully indemnify Barsco against loss, including without limitation recovery of all direct costs incurred, indirect cost, overhead charges, and a reasonable profit.

DISCLAIMER OF ALL WARRANTIES:

BARSCO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ABOUT ANY GOODS SOLD BY BARSCO TO BUYER AND BARSCO IS NOT RESPONSIBLE FOR THE QUALITY OF SUCH GOODS. WITHOUT LIMITING THE FOREGOING, BARSCO MAKES NO WARRANTY OF MERCHANTABILITY AND THE GOODS ARE NOT WARRANTED TO BE FIT FOR ANY PARTICULAR PURPOSE. BUYER ACCEPTS THE GOODS PROVIDED BY BARSCO "AS IS" UNLESS OTHERWISE STATED IN THESE "TERMS AND CONDITIONS." ANY EXTENDED WARRANTY PURCHASED BY BUYER WITH RESPECTS TO ANY GOODS SHALL BE IN WRITING SIGNED BY BARSCO, AND SHALL BE SOLELY ON THE TERMS AND CONDITIONS SET FORTH WITHIN.

LIMITATIONS OF DAMAGES:

BARSCO SHALL HAVE NO LIABILITY TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LABOR COSTS, DAMAGE TO OTHER EQUIPMENT OR PROPERTY OR LIABILITY OR INJURY TO A THIRD PARTY, ARISING FROM THE SALE, USE, MISUSE, OR MISAPPLICATION OF THE GOODS, FROM THE GOODS BEING INCORPORATED INTO ANOTHER PRODUCT, OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY

Manufacturing and Installation Warranty:

BUYER ACKNOWLEDGES THAT BARSCO IS NEITHER A MANUFACTURER, DESIGNER NOR INSTALLER OF THE GOODS SOLD, AND ISSUES NO WARRANTIES AS TO THE MANUFACTURING, DESIGN OR INSTALLATION OF THE GOODS. To the extent not prohibited by any applicable law or contract, Barsco assigns to Buyer the warranty provided by the manufacturer of any Goods purchased by Buyer from Barsco. Barsco will use reasonable effort in assisting the Buyer in making any warranty claim with respect to such Goods and will facilitate the repair or replacement of any defective or non-conforming Goods, in accordance with the manufacturer's warranty policy and based solely upon such manufacturer's determinations and findings. **NOTHING HEREIN SHALL OBLIGATE BARSCO TO PROVIDE OR CONDUCT A WARRANTY CLAIM OR REPAIR. BUYER AGREES TO TIMELY PAY ALL INVOICES, EVEN IF A DISPUTE ARISES BETWEEN BUYER AND THE MANUFACTURER / DESIGNER / INSTALLER OF ANY GOODS.**

Indemnification:

Buyer agrees to indemnify and hold harmless against any claim, demand, action, proceeding, liability, loss, cost, or expense, including reasonable attorneys' fees, arising in connection with Buyer's specifications and/or design of Goods sold hereunder, with the incorporation of the Goods into Buyer's products or equipment and the use thereof, with authorized modifications to or use of the Goods, or with Buyer's sale of any of the Goods (whether or not incorporated into Buyer's products) to a third party.

Compressor Replacement Policy:

The purchase price of any compressor purchased by Buyer to replace an existing compressor is due in accordance with Barsco's then-applicable credit terms, whether or not Buyer asserts any warranty claim against the manufacturer (or pursuant to any extended warranty purchased by Buyer from Barsco) with respect to the Goods to be replaced. Any eligible compressor returned to Barsco within 30 days after shipment of replacement will be accepted only for salvage credit or scrap, the amount of which shall be based solely on the manufacturer's determination of salvage value, if any. A compressor is eligible for the purpose of return and credit only if such compressor was purchased from Barsco or was made by a manufacturer for which Barsco is an authorized distributor at the time of replacement.

Returned Goods Policy:

Barsco will accept the return of any Goods only with Barsco's prior authorization and only in accordance with Barsco's then-current returned goods policy, which may be modified or terminated by Barsco from time to time without notice. Without limiting the foregoing, Barsco's current policy with the respect to returned goods is: Except for refrigerants and certain electrical devices, Barsco will accept for credit return of regularly stocked items within 30 days of the purchase date when unused and in clean factory packages; after 30 days, a handling charge will be deducted from the credit for such returned goods. Returns of non-stock or special-order items are subject to a handling charge and the manufacturer's acceptance. Barsco will not accept returns of refrigerants and certain electrical devices. Transportation charges and other costs of returning Goods shall be paid by the Buyer. Unauthorized returns will be returned to the Buyer freight collect or held and sold at salvage value to cover storage and handling expenses.

Damage Shipment Policy:

Transportation companies delivering Goods accept full liability while the merchandise is in transit and until Buyer acknowledges receipt from the delivering carrier. Upon receiving each shipment, carefully inspect each package, looking for punctures, abrasions, and other evidence of possible damage. In the event that there is visible damage to the carton, do not accept delivery until the condition is noted on Buyer's copy of the freight bill and signed as much by the driver of the delivering carrier. Open all packages and inspect the items as soon as possible. In the event damage is discovered later, please notify the delivering carrier immediately in writing, and ask for an inspection report. **PLEASE DO NOT RETURN DAMAGED MERCHANDISE. DAMAGED MERCHANDISE IS THE RESPONSIBILITY OF THE TRUCKING COMPANY AND SHOULD NOT BE RETURNED TO BARSCO.**

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits) _ _ _ _ _ _ _ _ _ _ _	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico _ _ _ _ _ _ _ _ _ _ _ (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

BARSCO, INC.

Seller: _____

Street address: **4309 N BELTWOOD PARKWAY**

City, State, ZIP code: **DALLAS, TEXAS 75244**

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date
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**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**