

METROPLEX WELDING SUPPLY, INC.

1970 W. Northwest Hwy.
Dallas, TX 75220
(972) 556-0213

4900 Mark IV Parkway
Ft Worth, TX 76106
(817) 886-8281

2575 W. Jefferson
Grand Prairie, TX 75051
(972) 606-6010

2029 E. Shady Grove Road
Irving, TX 75060
(972) 554-8534

209 West Texas St.
Mesquite, TX 75149
(972) 290-9111

FAX 972-556-2907

BAILMENT CONTRACT

CREDIT APPLICATION

DATE _____

SALESMAN _____

TRADE NAME		SS/EIN#	
DELIVERY ADDRESS			
CITY		STATE	ZIP
BUSINESS PHONE () -	DATE BUSINESS ESTABLISHED		FAX () -
TYPE OF BUSINESS (check one) <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL			E-MAIL
BILLING ADDRESS			
OWNER OR PRESIDENT		HOME PHONE () -	
PURCHASING MANAGER		ACCOUNTS PAYABLE MANAGER	
DO YOU ISSUE PURCHASE ORDERS? <input type="checkbox"/> YES <input type="checkbox"/> NO		ACCOUNTING EMAIL	

TRADE REFERENCES

NAME		PHONE () -	
ADDRESS	CITY	STATE	ZIP
NAME		PHONE () -	
ADDRESS	CITY	STATE	ZIP
NAME		PHONE () -	
ADDRESS	CITY	STATE	ZIP
BANK REFERENCE		BANK ADDRESS	
CHECKING ACCOUNT #		BANK REPRESENTATIVE	

BUYER'S ACCEPTANCE OF DELIVERY RECEIPT WHICH RESULTS FROM THE ACCEPTANCE OF ANY CYLINDERS SIGNIFIES BUYER'S ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS:

- Buyer agrees to return all cylinders promptly as emptied, freight prepaid by the buyer, to the location from which the cylinders originated.
- Buyer is responsible for seller's cylinders including valves and cylinder caps while in the buyer's possession, and must return all seller's cylinders in same condition as received (reasonable wear and tear excepted). Failure to do so constitutes a breach of contract and buyer shall be liable for the cost or replacement or repair of each cylinder not returned, or damaged.
- Seller grants buyer the right to use cylinders for buyers own operations. Buyer agrees not to refill, or permit any other person to use the cylinders except with permission of seller.
- Seller reserves the right to charge rent on all cylinders. In the event the buyer fails to return the cylinders within 90 days after date of delivery, seller reserves the right to pick up the cylinders with no refund. The buyer shall pay promptly on demand for loss or damage to any cylinders or fittings resulting from any cause while in control or possession of the buyer.
- Claims based on defective valves or cylinders are waived unless made within 10 days after shipment and cylinder is returned to shipped warehouse with tag stating defect.
- Buyer agrees to indemnify seller against all loss or damage to persons or property (except that caused by defective cylinders or contents thereof) involving the cylinders or contents thereof furnished by the seller from the time of acceptance of delivery until return thereof to the seller.

REPLACEMENT PRICE ON LOST CYLINDERS

ALL HI PRESSURE CYLINDERS \$400.00 ACETYLENE CYLINDERS \$500.00 CYLINDER CAPS \$15.00

REPLACEMENT PRICES SUBJECT TO CHANGE WITHOUT NOTICE

If customer disputes the accuracy of Metroplex cylinder balance as shown on its statement, Metroplex need only provide delivery tickets and cylinder records for the 90 day preceding the notice of the dispute. Any Metroplex cylinder balance statement that is older than 90 days is presumed to be accurate.

IN CONSIDERATION OF EXTENSION OF CREDIT BY METROPLEX WELDING SUPPLY INC., I AGREE TO THE FOLLOWING TERMS OF SALE: NET 30 DAYS FROM THE DATE OF DELIVERY. I UNDERSTAND THAT THE INFORMATION FURNISHED ON THIS APPLICATION IS FOR THE SOLE PURPOSE OF OBTAINING CREDIT AND RELEASE OF CYLINDERS FOR MY FIRM, AND THAT I AM AUTHORIZED, IN MY CAPACITY, TO BIND MY FIRM ACCORDINGLY.

SIGNATURE (OWNER/PARTNER/CORP.OFFICER)

OFFICIAL TITLE