



**ACCOUNT AGREEMENT
CYLINDER CARE**

1. The undersigned (the "Customer") acknowledges that from time to time they may be in possession of cylinders owned by Praxair Distribution, Inc. ("Praxair").
2. Praxair shall at all times remain the sole owner of the Cylinders. The Customer agrees to keep the Cylinders in its sole possession and to not loan the Cylinders to any third party without written permission by Praxair.
3. The Customer agrees that it shall not allow any person other than Praxair or its authorized agent to fill the Cylinders.
4. The Customer shall be responsible for the Cylinders while in the Customer's possession and shall keep them free from liens or encumbrances. The Customer agrees to notify Praxair of any loss or damage to a Cylinder. If any Cylinder is lost or damaged while in the Customer's possession, the Customer shall pay to Praxair on demand the cost, in Praxair's sole judgment, of replacing or repairing the Cylinder. All Cylinders shall be returned to Praxair in the same condition as received; ordinary wear and tear will be accepted.
5. The Customer acknowledges that Praxair will provide it with an accounting balance of the number of cylinders in its possession from time to time. The Customer understands that such balance may be set out in some or all of Praxair's invoices. The Customer will review the balance and report any discrepancies to Praxair on a timely basis, but no later than 30 days from receipt, otherwise the Customer shall be deemed to accept such balances.
6. Praxair also has the right to conduct cylinder audits at the Customer's place of business from time to time. Praxair will provide at least 24 hours notice of an audit, and audit will be conducted during business hours.
7. Praxair 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 or from any defect therein or in any part thereof. PRAXAIR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CREDIT TERMS

1. The Customer hereby certifies the information set out, in this credit application to be correct and request that Praxair grant a charge account.
2. The Customer consents to the obtaining of credit and other information as may be used at any time in connection with the Customer account hereby applied for and to the disclosure of any credit information concerning the Customer and its principals.
3. Terms of sale are as stated on all invoices.
4. Late Charge: A late charge of 1.5% per month (18% per annum) will be calculated on the outstanding balance and will be imposed each month upon all amounts not paid in accordance with the terms of sale.
5. Returned Checks: A service charge of \$25 will be billed for any checks returned unpaid by the bank for any reason.
6. The Customer acknowledges that if it does not adhere to these terms that Praxair has the right to suspend its credit privileges.

**THE UNDERSIGNED HAS READ AND ACCEPTS THE ABOVE CYLINDER CARE AGREEMENT
AND CREDIT TERMS**

PRINT NAME	DATE / /
SIGNATURE	TITLE