

PURPOSE OF APPLICATION <input type="checkbox"/> New Account [proceed to section 2] <input type="checkbox"/> Ownership Change <input type="checkbox"/> Name Change	ADDITIONAL DOCUMENTS PROVIDED WITH APPLICATION <input type="checkbox"/> Copy of Articles of Incorporation / Amalgamation / Name Change <input type="checkbox"/> Copy of medical licence [required for office of Doctor / Dentist / Veterinarian]
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ASSUMPTION OF LIABILITY [complete this section for Ownership Change or Name Change]

PREVIOUS FULL LEGAL BUSINESS NAME	
PREVIOUS DOING BUSINESS AS NAME	
NEW FULL LEGAL BUSINESS NAME	
NEW DOING BUSINESS AS NAME	

Account #	Effective Date(s) mm/dd/yyyy	Unpaid Account Balance	Linde Assets [cylinder type description / # of cylinders]	Other Equipment
		\$	/	
		\$	/	
		\$	/	
		\$	/	
TOTAL \$:			TOTAL ASSETS :	

The undersigned accepts responsibility for the total payable balance due and the Linde assets listed for each of the entities listed above, and agrees that the terms and conditions below hereof and in the Product Supply Agreement (PSA) shall govern, as at the effective date(s) noted above. Transfer of Ownership fee applicable.

NAME & ADDRESS

FULL LEGAL BUSINESS NAME			DOING BUSINESS AS NAME (if different than Full Legal Business Name)		
MAILING ADDRESS			SHIPPING ADDRESS (if physical address is different from mailing / no PO Box)		
City	Province	Postal Code	City	Province	Postal Code
Phone	Fax		Phone	Fax	

CARD ON FILE REQUEST COMMERCIAL CREDIT LINE [subject to approval]

Card Type Visa M/C AMEX
 Cardholder name (as appears on Card) _____
 Card # _____
 Expiry (month / year) _____

NOTICE: Credit Card will be set up on AutoPay & charged automatically for all unpaid invoices

CONTACT INFORMATION

Cardholder Name	phone	E-Mail (for receipts)
Accounts Payable Contact Name	phone	E-Mail
Purchasing Contact Name	phone	E-Mail

Please provide an email address for your Company's Safety Manager/Department so that we can email SDS's for purchased products
 E-Mail Address: _____
 If an email address is not available, please choose if the SDS's should be sent to the shipping address or to the billing address

BILLING [check box to indicate customer's preference/consent]

Tax Exempt NO YES Exemption Certificate MUST be attached (without proper documentation, all applicable taxes apply)
 Receive Monthly Statement of Account YES NO Purchase Order # to appear on each invoice YES NO
 I consent to registration for E-Invoicing > E-Mail Address:
 OR Paper Invoice (Fee may apply)
 I consent to receive emails from Linde regarding new gas blends, hardgoods and other products, services and promotions offered by Linde > E-Mail Address: _____

***** FOR INTERNAL USE ONLY *****

TM #	TERRITORY #	BRANCH #	NAICS CODE	SAFETY CRITICAL EVENT CLIENT <input type="checkbox"/> yes
CRM #			SUBMITTED BY _____ @LINDE.COM	
FOR INTERNAL USE ONLY <input type="checkbox"/> Govt. Photo ID Verified* *Ask to <u>see only</u> - Do not retain copy nor record information from Customer's ID Verified by: employee initial _____			CUSTOMER SEGMENTATION <input type="checkbox"/> RETAIL / COD (credit card required) <input type="checkbox"/> PREFERRED [\$100-500] <input type="checkbox"/> SELECT [\$500-5000] <input type="checkbox"/> SUPER SELECT [\$5000+] <input type="checkbox"/> OFFICE OF DOCTOR / DENTIST / VETERINARIAN [copy of medical licence required] <input type="checkbox"/> BEVCARB Estimated monthly purchase \$ _____	

Customer Initial _____



CUSTOMER RESPONSIBILITY; LIABILITY

1. The undersigned (the "Customer") acknowledges that from time to time Customer may be in possession of cylinders ("Cylinders") owned by Linde Canada Inc. ("Linde").
2. Linde 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 Linde's written permission.
3. The Customer agrees that it shall only allow Linde or its authorized agent to fill the Cylinders and shall not resell 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 Linde of any loss or damage to a Cylinder. If any Cylinder is lost, contaminated or damaged while in the Customer's possession or control, the Customer shall pay to Linde on demand the cost, in Linde's sole judgment, of replacing or repairing the Cylinder. Cylinders shall be returned to Linde in the same condition as received, ordinary wear and tear excepted.
5. The Customer acknowledges that Linde will provide it with an accounting balance of the number of Cylinders in the Customer's possession from time to time. The Customer understands that such balance may be set out in some or all of Linde's invoices. The Customer will review the balance and report any discrepancies to Linde on a timely basis, but no later than 30 days from receipt of Cylinder balance, otherwise the Customer shall be deemed to accept such balances.
6. The Customer consents to Linde conducting Cylinder audits at the Customer's place of business from time to time. Linde will provide at least 24 hours notice of an audit, which will be conducted during business hours.
7. Customer agrees to release, indemnify and hold harmless Linde its affiliates and its and their respective directors, officers, employees and agents from and against any and all claims and demands of any nature whatsoever, for loss or damage to property, including, without limitation, environmental and noise as it relates to product release or delivery or injury to persons, including death resulting therefrom, at any time caused directly, or indirectly by, or through the presence or use of, any Facility, Cylinders or Product and/or Consumables (sometimes the "Goods"), or arising during the performance of services, tests, or work by Linde at Customer's Location, except any such loss, or damage resulting from the negligence of Linde, its employees or agents. No claim of the Customer arising from this Agreement whether or not based on negligence, breach of warranty or condition shall exceed the price paid for the Goods delivered in the 12 months preceding such claim. Neither Party nor its affiliates, nor any of its or their respective officers, directors, employees or agents shall have any liability of any type (including, but not limited to breach of contract, fundamental breach, breach of warranty or condition, negligence or other tort liability), for any special, incidental, indirect or consequential damages, including, but not limited to the loss of opportunity, loss of use, loss of revenue or loss of business, in connection with or arising out of this Agreement however caused, even if such damages may have been foreseeable. No representations, conditions or warranties, express or implied, statutory or otherwise, shall apply or be implied or otherwise created with respect to the purchase or sale of Goods or other items supplied by Linde including, without limitation, any representation, condition or warranty as to merchantability, quality or fitness of product for a particular purpose. It is expressly understood that any advice furnished by Linde with respect to the Goods is given gratis and Linde assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Customer's risk.
8. The entire Agreement is contained herein. This Agreement supersedes any prior agreement(s) between Customer and Linde for delivery of Goods to Customer's locations. There are no other promises, representations or warranties affecting this Agreement, and any other or different terms or conditions in any purchase orders, Customer's website agreements (including any terms or conditions subject to an accept button or other similar means of indicating acceptance) or other documents issued or accepted hereunder will be deemed null and void. This Agreement shall not be amended except by written agreement signed by both parties hereto. Without limiting the generality of the foregoing, no purchase order, work authorization, website terms, or other electronic acceptance of terms may amend any term contained in this Agreement, and no work authorization may amend the terms of any purchase order or this Agreement.
9. If the purity of the gas hereunder does not meet the specifications as per an existing Agreement, or in the absence of any such specifications, does not meet the standards as published by the Compressed Gas Association, the Gas may be rejected by the customer and Linde shall remove such gas and credit Customer the purchase price paid therefor. The foregoing constitutes Customer's exclusive remedy and Linde's sole obligation with respect to any such claim.

10. Linde shall provide to the Customer a Material Safety Data Sheet ("MSDS") for each Cylinder as required by law. The Customer acknowledges that there are hazards associated with the Cylinder. Customer assumes the responsibility for warning its employees, agents and independent contractors of all hazards of which it is or may become aware or which are or may in future be disclosed in the MSDS to persons in any way connected with the Cylinders. If, at any time, Linde considers that the performance of the supply obligations hereunder would pose an unreasonable risk to the safety of it's or Customer's employees or agents, Linde may suspend its supply obligations without notice.

CREDIT TERMS

1. The Customer hereby consents and authorizes Linde to obtain or verify from, and disclose to, third parties (such as banks or credit agencies or bureaus) credit information and other information relating to the Customer to assess the eligibility of the Customer for account(s) or credit.
2. Terms of sale are as stated on Linde's invoices and payment must be received by Linde according to each invoice's payment Due Date.
3. A late charge will be calculated monthly on any invoice amount not paid by the Due Date in accordance with the terms of sale (to a maximum of 18% per annum).
4. Returned cheques: A service charge equal to the NSF charge from the Customer's bank will be billed to the Customer for any cheques returned unpaid by the bank for any reason.
5. The Customer acknowledges that if it does not adhere to any of these terms and conditions, Linde has the right to suspend any account or credit privileges without notice.




PRIVACY AND COMMERCIAL ELECTRONIC MESSAGES

1. Linde is committed to safeguarding your personal information. Personal information that you have provided to Linde will be used only as is reasonably necessary for the purposes for which it was originally collected, or as the law may require or allow. In order to facilitate our provision of services to you, Linde may transfer your personal information outside of Canada for storage and processing, including transfers to the United States (for example, in order to open your account, grant credit or for the purpose of payment processing). In this case, your personal information would be subject to the laws of the country where it is stored. That country may have laws that require that your personal information be disclosed to government agencies under different circumstances than would Canada. However, Linde requires that your personal information be collected, used and disclosed only as permitted under applicable laws. If you have any questions about Linde's collection, use, management, disclosure and protection of your personal information, please contact Linde's Privacy Officer at 1-866-896-6866, or in writing to: Privacy Officer, Human Resources Department, Linde Canada Inc., 5015 Spectrum Way, Unit 500, Mississauga, Ontario, L4W 0E4. You may view Linde's privacy policy at www.lindecana.ca.
2. THE UNDERSIGNED HEREBY GIVES LINDE CANADA INC PERMISSION TO SEND ME COMMERCIAL ELECTRONIC MESSAGES.
The Customer may withdraw consent at any time by sending an e-mail to CASL.COMPLIANCE@LINDE.COM and enter the word "UNSUBSCRIBE" in the subject line. LINDE CANADA INC. 5015 Spectrum Way, Unit 500, Mississauga, Ontario, L4W 0E4 WWW.LINDECANADA.CA

CERTIFICATION

The Customer hereby certifies that the information it has provided to Linde in this application is true and correct and requests that Linde grant an account or credit applied for.

Your signature on this form constitutes your acceptance of these terms and conditions.

<p>PRINT FULL NAME</p> 	<p>SIGNATURE</p> 	<p>TITLE</p>	<p>DATE mm/dd/yyyy</p>
			<p>Customer Initial _____</p>