



A-GAS[®]

TOGETHER WE CAN

**NEW ACCOUNT
ONBOARDING**

A-GAS
DANGER
UNCLASSIFIED
NO BURNING
NO SMOKING
NO ELECTRONICS

Welcome!

Thank you for choosing A-Gas as your next business partner. To get you set up and/or update your account in our systems, please fill out the appropriate documents in this packet, and provide any supporting documentation as requested.

REQUIRED Documents

Vendors

- Completed **W-9** (*required for payment*)

Customers

- Completed **EPA Information Sheet** (*required for refrigerant sales*)
- Copy of your **Tax-Exempt Form** (*if applicable*)

Completed forms & documents should be emailed to
accounting@agas.com

A copy of our Terms & Conditions can be found at the end of this packet.
Please read them and print a copy for your records.

NEW ACCOUNT INFORMATION

A-Gas must receive this form and copies of required documents as notated below. No product will ship, nor payment issued until required documents are submitted. This information will be used for government reporting and compliance.

BUSINESS INFORMATION	
Business Name	Date Business Commenced
Owner's Name	Company Website
Phone Fax	Customer Type
E-Mail	
Physical Address (City, State, Zip)	Billing Address for Invoices (City, State, Zip)
Business Contact	Phone
Title	E-Mail

VENDOR INFORMATION	
AR Contact	Title
AR Phone	AR E-Mail
ACH (Preferred Payment Method) - To receive payments via ACH, please complete banking information.	
Financial Institution	ABA/ Routing #
Account Number	Swift Code
Check - To receive check payments please provide the remittance address.	Remit To Address for Payments (City, State, Zip)

A-Gas US Inc.'s payment terms are Net 30 or Net 45 days. A-Gas US Inc.'s authorized personnel must approve all other terms.

CUSTOMER INFORMATION	
AP Contact	<i>*Please note AP Email will receive electronic invoices.</i>
AP Phone	AP E-Mail
Credit Account (NET 30 Terms) Please complete credit information and supply trade references - Page 4	Dun & Bradstreet #
	Amount of Credit requested
For credit card and advance payments, please email ar@agas.com or call (419) 867-8990 extension 2147.	

Tax Exempt Status

Our company is tax exempt (**A copy of your tax exempt form is required with this document**)

Our Company is NOT tax exempt and should be charged applicable taxes on sales/services.

BUSINESS/TRADE REFERENCES	
Company Name	Type of Account
Address (City, State, Zip)	Phone
	E-Mail
Company Name	Type of Account
Address (City, State, Zip)	Phone
	E-Mail
Company Name	Type of Account
Address (City, State, Zip)	Phone
	E-Mail

AGREEMENTS

1. Seller will invoice customer upon shipment and payment terms will be stipulated on each invoice.
2. Customer represents that the above information is true and is given to induce A-Gas to extend credit to the above named company.
3. Customer authorizes A-Gas to make such credit investigation as it sees fit, including contacting the above trade references and bank reference and obtaining credit reports.
4. Customer authorizes all trade references, banks, and credit reporting agencies to disclose to A-Gas any and all information concerning the financial and credit history of the above named company

**Unless specifically documented, A-Gas retains the rights, ownership, and title to any and all environmental benefits and attributes for the reclaimed gas that is purchased or sold by A-Gas and any gas that is acquired and caused to be destroyed by A-Gas.*

SIGNATURES

Authorized Signature	Printed Name
Date	Title

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EPA INFORMATION SHEET

If you are purchasing refrigerants, please fill out the EPA Information page- this is required **before** any product will ship.

We at A-Gas, are truly sorry for any delay in your shipment but, before we can ship a CFC, HCFC, HFC or HFO refrigerant, the EPA requires us to have a copy of a document where you have agreed to act as a wholesaler, a copy of a legible Certified Technician's License and their signature attesting to the fact, or proof of a service contract.

In order to comply with Federal Law, A-Gas is required to obtain compliance documentation to supply you with refrigerants. Your refrigerant shipment is ready so please enclose a signed copy of this document and your Resale Certificate (if you completed section 1) or a legible copy of your Certified Technician's License (if you completed section 2 or 3) to 281-259-1599. Please note that it is your responsibility to inform us if you have any status changes. Upon receipt, your refrigerant order will be shipped immediately.

Please refer to the EPA website for an explanation as to who is qualified to purchase CFC, HCFC, HFC and HFO refrigerants
<http://www.epa.gov/Ozone/title6/608/sales/sales.html#q2>

Please choose only one of the following which is applicable:

- Resale** - The regulated refrigerants purchased by us are being purchased exclusively for eventual resale to certified technicians or to other refrigerant resellers. We have attached a copy of our company's resale certificate.

Company Name: _____ Sales Tax Permit Number: _____ State: _____

- Technician Certification** - We employ at least one technician who has been certified in accordance with EPA regulation 40 CFR 82 subpart F (HVAC equipment) or 40 CFR 82 subpart B (Motor Vehicles). We have attached a copy of at least one current employee's certification identification cards.

Name: _____ Certification Card Number: _____ State: _____

- Service Contract** - We have a current service contract with a company that employs an EPA certified technician and the refrigerant will be charged into an appliance by a certified technician. Attached is a copy of their employee's certification card or certificate.

Name of Certified Employee: _____ Name of Service Company: _____

Form Completed by:

Name _____ Company Name _____

Address: _____ Telephone: _____

Signature: _____ Date: _____

Under penalty of perjury, I am stating that the above information is accurate. I understand that it is unlawful under US legislation including EPA regulations (40 CFR Part 82, Subpart F and Subpart B) under Section 608 of the Clean Air Act for a non-EPA Certified Refrigerant Technician to undertake any refrigerant services (including the opening of cylinders or drums), and that breach of such legislation includes substantial fines.

1100 Haskins Road • Bowling Green, Ohio 43402 • T 419-867-8990

A-Gas Terms and Conditions

1. The terms and conditions set forth herein shall apply to all sales of product to customer notwithstanding any other conditions contained in Customer's purchase order or in any other documents. A-Gas ("Seller") objects to and rejects any and all terms or conditions that are additional to or different from those set forth herein.
2. Seller will invoice customer upon shipment. Payment terms are stipulated on each invoice. If customer fails to make a payment in strict accordance with the payment terms, then Seller may, in addition to all other remedies, (a) immediately withhold shipments of any additional product until the delinquent amounts plus interest, transportation and storage are paid; (b) repossess product which has not been paid for; (c) charge interest at 2% per month or the maximum legal rate; and/or (d) recover all costs of collection, including attorney's fees equal to 25% of such unpaid balance or the maximum legal amount. In the event any product is returned to, or reposed by Seller, Seller, at its election, may charge customer a restocking fee of up to thirty-five percent (35%) of the price customer paid for such product including all freight cost.
3. Payment shall be made in lawful money of the United States. The acceptance by Seller of bank drafts, checks or other media of payment will be subject to immediate collection of the full amount thereof. If Seller is required to impose any tax or other governmental charge upon the production sale, and/or shipment of the products sold, then the amount thereof shall be added to the invoice and shall be paid by the Customer unless Customer furnishes Seller with an exemption certificate or other documentation sufficient to verify exemption from such taxes or governmental charges.
4. Any credit balance in a customer's account not claimed or used within 24 months of the date issued to the customer shall be deemed earned by Seller as additional consideration for all products provided to customer prior to such date and/or for administrative services performed by Seller in connection with customer's account.
5. Seller's weights (or Seller's measurements in case of material sold by volume) taken at shipping points shall govern.
6. Seller warrants that the products shall conform to Seller's specifications applicable thereto or to such other specifications as have been agreed to by Seller in writing. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Claims on account of weight, quality, loss of or damage to the product are waived unless made in writing within 10 days after arrival thereof at destination, and any action for breach of any obligation with respect to the purchase or sale of said product other than for non-payment hereunder, must be commenced within 120 days of the date of delivery, or due date of delivery in the event of non-delivery of the particular shipment upon which such claim is based. Additionally, claims for shortages are waived unless the customer signs the bill of lading and makes a notation on the bill of lading of the number of pieces received and the amount of any shortages at the time of receipt.
8. SELLER'S TOTAL LIABILITY UNDER ANY THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT

EXCEED THE TOTAL PRICE PAID (OR PAYABLE) TO SELLER FOR THE SHIPMENT IN QUESTION. CUSTOMER'S EXCLUSIVE REMEDY WILL, AT THE SELLER'S OPTION, BE THE REPLACEMENT OF THE NON-CONFORMING PRODUCT OR THE REFUND OF THE PARTICULAR SHIPMENT'S PURCHASE PRICE. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR LOSS OF USE, BUSINESS INTERRUPTION, LOST PROFITS, REVENUE OR OPPORTUNITY OR FOR INJURY TO PERSON OR PROPERTY, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND OR NATURE.

9. Failure of the Seller to make, or of Customer to take, any one or more deliveries hereunder (or portions thereof) when due, if occasioned by (i) act of God or a public enemy, fire, explosion, perils of sea, flood, drought, war, riots, sabotage, accident, embargo, government priority, requisitioned or allocation or other action of any governmental authority, or (ii) any circumstances of like or different character beyond the reasonable control of the party so failing, or (iii) interruption of or delay in transportation, shortage or failure of supply of materials or equipment, labor trouble, partial or complete suspensions of Seller's operations, or (iv) compliance with order or request of government or any officer, department, agency or committee thereof, shall not subject said party to any liability to the other, and, at the option of either party, the total quantity to be delivered hereunder shall be reduced by the quantity of the delivery or deliveries (or portions thereof) so omitted.

10. Cylinders, carboys, drums, barrels or other returnable containers ("equipment") are the property of Seller and are loaned to Customer. Customer shall use such containers only for reasonable storage of Seller's goods originally delivered therein and shall promptly return same in good condition (thoroughly drained, but not washed, and with original closures inserted) f.o.b. Seller's shipping point unless otherwise specified. Customer agrees to comply with any applicable transportation regulations concerning empty containers used for the shipment of any hazardous materials. Those cylinders, carboys, drums, barrels or other returnable containers ("equipment"), where deposits required have been paid to Seller by Customer, will be forfeited if containers are not returned within 18 months of shipment, unless otherwise agreed to in writing by Seller. In addition to the forfeiture of any such deposit, Customer shall remain liable for an amount equal to the difference between the deposit for the replacement cost of any returnable cylinders, carboys, drums, barrels or other returnable containers ("equipment") which is not returned to Seller.

11. All delivery dates specified, or notices given are approximate. Seller will use all reasonable efforts to make deliveries in accordance with requested dates, but Seller does not guarantee such dates and accepts no responsibility of failure to meet such delivery dates. Seller or Customer may be required to ensure shipment of product consistent with generally accepted practices in the United States for the pricing terms and shipping directions indicated on the invoice.

12. The terms and conditions stated herein set forth the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified, varied or supplemented by any course of dealing, usage of trade or otherwise except by a writing signed by the parties hereto. This transaction shall be governed by the laws of the State of Ohio (specifically the Uniform Commercial Code), and the terms and conditions stated herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto. Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

I have read and agree to the Terms and Conditions _____
Signature

Date