

GIANT CO₂ (GIANT) - Seller

531 Goetz Avenue, Santa Ana, CA 92707

(714) 979-4000 * (800) 70-GIANT * FAX (714) 979-4004 * info@giantco2.com

***** SALES AND SERVICE POLICIES (MMS)₍₀₉₂₆₁₆₎*****

SERVICE HOURS: 8:00 A.M. TO 3:00 P.M. MONDAY thru FRIDAY, excluding HOLIDAYS

ROUTE SERVICE: Every 2 WEEKS (bi-weekly) or every 4 WEEKS depending on usage

PRODUCTS: Carbon Dioxide (CO₂), Mixed Gas (Nitrogen/CO₂ Blend), Nitrogen, Argon, Helium

REQUEST FOR EMERGENCY DELIVERIES: Deliveries anytime other than your scheduled route delivery day will be charged a service call fee. (Amount subject to change without notice.)

TERMS & CONDITIONS - REQUIREMENTS OF PROVIDING EQUIPMENT & SERVICE:

- **Minimum sale (purchase)** of ONE Carbon Dioxide (CO₂), or ONE Mixed Gas, Nitrogen, Helium every 28 days *per regulator*. Buyer agrees to buy minimum one tank of gas per regulator every 4 weeks.
- Buyer agrees to continue service for a minimum of six months from original delivery; any cancellations before that period will be charged a cancellation/final pickup fee and/or any promotional pricing/offers will be retracted and recalculated at standard prices and/or waive refund of any cylinder deposits paid, to be determined by Seller.
- Cylinders & Equipment are *loaned* and are the property of GIANT and remain the property of GIANT at all times. There is a deposit on cylinders & equipment to be paid and collected at initial delivery of cylinders and/or equipment. Rental charges may apply.
- GIANT reserves the right to pick up GIANT cylinders and/or equipment at any time.
- All deliveries are COD (Cash on Delivery) and must be paid at delivery. Credit terms are available after the initial delivery of equipment once an approved credit application is on file and account remains current, or credit or debit card or bank account information is on file for automatic billing.
- Lending of and/or removing GIANT cylinders or equipment from premises is prohibited by law.
- Lost, damaged or missing GIANT-owned cylinders will be charged in full at time of scheduled delivery. Replacement charges as follows: (Price subject to change)

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| Small cylinders - \$175.00 | Large cylinders - \$350.00 |
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- Buyer acknowledges receipt of GIANT cylinders and equipment by signing and paying for the associated invoice. Buyer agrees to pay for any missing or damaged GIANT cylinders or associated GIANT equipment from any cause after delivery to Buyer.
- Cylinders & Equipment are to remain at the original delivery location at all times. Refilling or removal of loaned cylinders or equipment except by GIANT is prohibited. Buyer is buying the gas only.
- Supplier initiated temporary surcharges may be imposed related to maintaining product supply.
- Account must remain current. Service Charges will be added to past due balances. Deliveries will be suspended and GIANT cylinders picked up until account is brought current.
- Terms and conditions and amounts subject to change by Seller without notice.
- Signer accepts terms & conditions at giantco2.com.

By my signature, I certify that, as agent for buyer, buyer agrees to abide by and accept all the aforementioned terms and conditions as set forth above.

RESTAURANT NAME: _____(buyer) **Date :** _____

RESTAURANT ADDRESS: _____

PRINT NAME OF SIGNER: _____

SIGNATURE: _____ **Title:** _____