



Please check one:

New
 Update
 Credit Limit Increase
 (Inactive)

CREDIT APPLICATION

Applicant's Legal

Business Name: _____

D/B/A (if different than above) _____

Address _____

Shipping Address: _____
 (Street) (City) (State) (Zip)

Years at this Address _____ County _____ Business Building is Owned Rented

OWNERSHIP: Sole Owner Partnership Corporation Other Specify: _____

Type of Business _____ Date Established and/or Incorporated _____ State of Incorporation _____

IF INCORPORATED PLEASE PROVIDE FEDERAL EIN NUMBER _____

IF SOLE OWNER OR PARTNERSHIP, PLEASE PROVIDE COPY OF DRIVERS LICENSE FOR OUR RECORDS _____

Is your Business Taxable? Yes No If not, please supply a resale certificate.

Contact Name _____ Title _____

Contact (Sales) _____ Contact (A/P) _____

Annual Sales _____ Net Worth _____

PRINCIPAL / OFFICER _____
 (Name) (Title) (SS#) (Home Address) (Home Phone)

PRINCIPAL / OFFICER _____
 (Name) (Title) (SS#) (Home Address) (Home Phone)

PRINCIPAL / OFFICER _____
 (Name) (Title) (SS#) (Home Address) (Home Phone)

TRADE REFERENCES:

| NAME | ADDRESS | PHONE & FAX NUMBERS |
|-------|---------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

FINANCIAL STATEMENT ENCLOSED YES NO

Has your company or any of the principals ever filed for bankruptcy? YES NO

Have you or your company ever had judgments or liens placed against you? YES NO

If yes, please detail status. _____

Willow Grove, PA
 (215) 657-6300
 Fax: (215) 657-2776

York, PA
 (717) 741-4831
 Fax: (717) 741-9552

Olyphant, PA
 (570) 489-6976
 Fax: (570) 487-1513

Edison, NJ
 (732) 287-6599
 Fax: (732) 287-6875

Herndon, VA
 (703) 787-9800
 Fax (703) 787-9844

New Castle, DE
 (302) 323-1500
 Fax: (302) 323-0219

AGREEMENT TO TERMS

OUR TERMS ARE 1% 10 NET 30 DAYS FIRM, UNLESS OTHERWISE STATED.

I hereby attest that all information included on this credit application is true and accurate.

We authorize Derr Flooring Company to run any credit inquiries and / or credit reports they deem necessary for their evaluations.

The applicant will be responsible for the payment of all invoices and agrees to Derr's return policy; which is: 25% Restocking Charge on material we pick up, 15% Restocking Charge on material you return. Only full unopened packages or cartons of merchandise accepted within 30 days of the original invoice – no exception shall be made to this policy.

There may be a service charge of 1 ½ % per month for past due balances (18%) per year. In the event that Derr Flooring Co. has to file suit against the undersigned to enforce this agreement, it is understood & agreed to by all parties that suit may be filed & venue may be in Montgomery County, PA. It is further agreed; all costs for this action will be assumed by the debtor.

I/WE agree to pay all indebtedness in accordance with these terms. Financial responsibility for this account will remain in effect until written notice stating a change is received and confirmed by Derr Flooring Co.

X _____
(Signature) (Date)

X _____
(Signature) (Date)

(Print Name) (Officer/Owner)

(Print Name) (Officer/Owner)

I, _____ as Corporate Officer or Owner of Applicant above in consideration of credit being extended by Derr Flooring and intending to be legally bound, do hereby personally, jointly and severally guarantee all debts and obligations of Applicant to Derr Flooring and all renewals and extensions thereof. This guarantee will be interpreted under laws of the Commonwealth of Pennsylvania. By signature we grant Derr Flooring Co. the right to check all facts pertinent to the fair evaluation of establishing credit with said corporation.

In the event that Derr Flooring Co. has to file suit against the undersigned to enforce this agreement, it is understood and agreed to by all parties that suit will be filed and venue may be in Montgomery County, PA. It is further agreed; all costs for this action will be assumed by the debtor.

X _____
(Signature) (Date)

X _____
(Signature) (Date)

(Address)

(Address)

*******BANK REFERENCE*******

Checking Savings Loan

Bank Name _____ Phone # _____

Contact _____ Fax # _____

Date Opened _____ Average Balance _____ Returned Items YES NO

Reference given by _____ Print Name & Title _____ Date _____

*****In anticipation of a FCC ruling requiring written permission to transmit faxed sales information; we request that you sign below to give said authorization to Derr Flooring Co.*****

X _____
Authorized Signature Date Print Name and Title



September 2011

TERMS OF SALE

HAVING POSSESSION OF OUR CATALOG DOES NOT CONSTITUTE AN OFFER TO SELL. EACH CUSTOMER MUST BE APPROVED PRIOR TO SALE. ALL MATERIALS LISTED ARE SUBJECT TO PRIOR SALE.

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

MATERIAL IS SHIPPED AT MARKET PRICES PREVAILING AT TIME OF SHIPMENT, UNLESS OTHERWISE AGREED.

TERMS OF PAYMENT

TERMS VARY BY PRODUCT

REFER TO PRICE SHEET

UNLESS OTHERWISE SPECIFIED TERMS ARE 1% 10 NET 30 DAYS

CLAIMS AND RETURNS

MATERIAL CLAIMS MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF SHIPMENT BY CONTACTING YOUR SALES REP OR CUSTOMER SERVICE REP. MATERIAL RETURNS MUST BE MADE WITHIN 30 DAYS OF THE INVOICE DATE. A RETURN MATERIAL AUTHORIZATION MUST BE ISSUED BY DERR PRIOR TO THE RETURN. (CONTACT YOUR DERR LOCATION) CREDIT WILL BE ISSUED AFTER THE MATERIAL IS INSPECTED AND APPROVED FOR RETURN BY DERR FLOORING. A RESTOCKING CHARGE WILL APPLY TO ALL GOODS RETURNED IN GOOD CONDITION.

SHORTAGES AND DAMAGED MATERIAL

IT IS THE RESPONSIBILITY OF THE BUYER TO INSPECT ALL DELIVERIES AND RECORD ON THE FREIGHT BILL ANY DAMAGE OR SHORTAGES. IT IS THE RESPONSIBILITY OF THE BUYER TO REQUEST INSPECTIONS AND FILE ANY CLAIM WITH THE CARRIER WITHIN THE CARRIER'S STIPULATED TIME LIMITATIONS.

SPECIAL ORDER MATERIAL

A 50% DEPOSIT IS REQUIRED FOR SPECIAL ORDER MATERIAL TO BE ORDERED WITH THE MANUFACTURER

A SIGNED CONFIRMATION IS ALSO REQUIRED TO PLACE THE ORDER.

THE DOCUMENT STATES THAT THE MATERIAL CANNOT BE RETURNED OR CANCELLED,
ONCE THE ORDER IS IN PROCESS.

SPECIAL ORDER TERMS ARE NET UNLESS OTHERWISE STATED

LIMITATION OF WARRANTY

THERE IS NO WARRANTY, EXPRESS OR IMPLIED ON THE GOODS COVERED BY THIS AGREEMENT AND ALL SUCH WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE GOODS SOLD.

SPECIAL PRICES, PROGRAMS AND DISCOUNTS

SPECIALS ARE ONLY AVAILABLE TO CUSTOMERS IN "GOOD CREDIT STANDING" !

SPECIALS APPEAR IN THE QUARTERLY CHRONICLE & ON OUR WEBSITE www.derrflooring.com

**By placing my signature below I indicate my understanding
and agreement to be legally bound to all the terms of sale listed.**

Signature

Date

• **PLEASE SIGN & RETURN BOTH PAGES WITH YOUR COMPLETED CREDIT APP**



TERMS OF SALE

LIMITATION OF REMEDY

THE SELLER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY LOSS OR DAMAGE, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE USE OF OR FAILURE TO DELIVER, OR LATE OR DELAYED DELIVERY OF ANY OF THE GOODS. ALL GOODS ARE SUPPLIED BY SELLER ON THE EXPRESS TERMS THAT UNDER NO CIRCUMSTANCES WILL SELLER BE HELD LIABLE FOR ANY INJURY TO ANY PERSON OR PERSONS WHICH MAY BE ATTRIBUTED OR ALLEGED TO HAVE ATTRIBUTED TO THE USE OF ANY GOODS WHICH MAY HAVE BEEN MANUFACTURED, CONSTRUCTED, TREATED, SOLD, SUPPLIED OR DISTRIBUTED BY THE SELLER. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS AGAINST ANY CLAIMS WHICH MAY BE RAISED AGAINST THE SELLER BY THE ULTIMATE USERS OF ANY OF THE GOODS AND BUYER HEREBY ACCEPTS AND ACKNOWLEDGES RESPONSIBILITY FOR ANY LOSS OR DAMAGE CAUSED BY THE GOODS OR ANY PRODUCT INTO WHICH THE GOODS ARE INCORPORATED.

COMPLAINT PROCEDURES

THE DEALER OR DEALER'S SALES PERSON MUST FIRST INSPECT THE JOB TO DETERMINE WHAT THE PROBLEM IS: INSTALLATION, JOB CONDITION OR MANUFACTURING RELATED. HISTORICALLY ALMOST ALL FLOORING COMPLAINTS ARE A RESULT OF UNFAVORABLE JOB CONDITIONS OR SUB-STANDARD INSTALLATION. TO TAKE A COMPLAINT TO THE NEXT STEP, IT WILL BE NECESSARY FOR THE DEALER TO FILL OUT OUR STANDARD COMPLAINT FORM AND OBTAIN SAMPLES OF THE AFFECTED AREA IF POSSIBLE. DERR FLOORING CO NEITHER MANUFACTURES NOR INSTALLS PRODUCTS. ALL WARRANTIES ORIGINATE AND ARE HELD BY EITHER THE MANUFACTURER OR INSTALLER. PLEASE REFER TO THE WARRANTY INFORMATION WHICH ACCOMPANIED YOUR MATERIAL.

TAXES

SALES TAX WILL BE CHARGED BY THE SELLER TO THE BUYER ON ALL MATERIAL SOLD IN STATES WHERE DERR FLOORING CO IS LICENSED TO DO BUSINESS. IF THE BUYER IS LICENSED FOR RESALE, A VALID CERTIFICATE MUST BE ON FILE AT DERR FLOORING CO. IF FOR ANY REASON IT IS DEEMED THAT SALES TAX IS DUE ON A PARTICULAR SALE – THE BURDEN IS ON THE BUYER ONLY. FOR SALES OUTSIDE OUR DEFINED AREA THE BUYER IS RESPONSIBLE TO PAY ALL APPLICABLE SALES TAX.

DELIVERY PRICES

JOBSITE DELIVERY CHARGE IS \$75.00

REGULAR ORDERS UNDER \$500.00 WILL BE CHARGED \$50.00 DELIVERY CHARGE

REGULAR ORDERS OVER \$500.00 WILL BE CHARGED \$25.00 DELIVERY CHARGE

DELIVERY CHARGES ARE SUBJECT TO CHANGE DUE TO ECONOMIC CONDITIONS, CALL YOUR BRANCH FOR PRICES.

RETURNED CHECKS

CHECKS RETURNED BY THE MAKER'S BANK UNPAID WILL BE CHARGED A SERVICE FEE OF \$50.00 IN ADDITION TO THE VALUE OF THE CHECK. FAILURE TO MAKE IMMEDIATE RESTITUTION WILL RESULT IN LEGAL OR CRIMINAL ACTION, OR BOTH AS DICTATED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

ALL ACCOUNTS SUBJECT TO A 1-1/2% MONTHLY SERVICE CHARGE AFTER 30 DAYS.

By placing my signature below I indicate my understanding and agreement to be legally bound to all the terms of sale listed.

Signature

Date

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