



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

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 1/2 % 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 shall 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 # _____

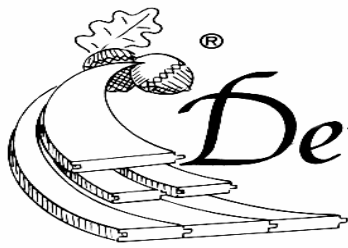
Contact _____ Fax # _____

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



Derr Flooring Co.



January 2009

TERMS OF SALE

Possession Of This Catalogue Does Not Constitute An Offer To Sell. All Materials Listed Are Subject To Prior Sale. All Prices Are Subject To Change Without Prior Notice. All 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 & MATERIAL

Claims **MUST** Be Made Within **TEN DAYS** After Receipt Of Shipment. **NO** Goods Will Be Accepted Or Returned Without Previous Consent. A Re-Stocking And Bookkeeping Charge Will Apply On All Goods Returned In Good Condition. **NO STOCK MAY BE RETURNED AFTER 30 DAYS FROM INVOICE DATE.** Credit is contingent upon inspection of goods returned and approval of Derr Flooring Co.

SHORTAGES & DAMAGES

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 Legal Time Limitations.

*****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.

*****LIMITATION OF REMEDY*****

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 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 Attributable Or Alleged To Be Attributable To The Use Of Any Goods Which May Have Been Manufactured, Constructed, Treated, Sold, Supplied Or Distributed By Seller. Buyer Agrees To Indemnify And Hold Seller Harmless Against Any Claims Which May Be Raised Against 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.

Corporate Headquarters: 525 Davisville Rd., Willow Grove, PA 19090 215-657-6300

TERMS OF SALE

COMPLAINT PROCEDURES

The Dealer Or Dealers Sales Person Must First Inspect The Job To Determine Whatever The Problem Is: Installation, Job Condition Or Manufacturing Related. It Is Our Experience That 95% Of All Flooring Complaints Are A Result Of Un-Favorable Job Conditions Or Sub-Standard Installation. To Take A Complaint Past This Point, It Will Be Necessary For The Dealer To Fill Out Our Standard Complaint Form And Obtaining Samples Of The Affected Area If Possible. Our Guarantee Will Go No Further Than The Warranty Of The Manufacturer's Material Involved.

TAXES

If It Should At Any Time Be Determined That Any Sales Tax Is Due On A Sale, The Payment Of That Tax Is The Obligation Of The Buyer And Not Of The Seller. If The Seller Or Its Agent Is Required To Pay Such Taxes Of The Buyer, The Payor Is Entitled To Reimbursement Of Any Such Tax, Plus Interest.

DELIVERY DATES

Seller Shall Not Be Responsible For Failure To Fill Any Order Or Orders When Such Failure Is Due To Fire, Flood, Riot, Strikes, Freight, Embargoes Or Transportation Delays, Shortage Of Labor, Inability To Secure Fuel, Materials, Supplies Or Power At Current Prices Or Account Of Shortages Thereof; Acts Of God Or Of The Public Enemy, Any Existing Or Future Laws Or Acts Of The Federal Or Of Any State Government (Including Specifically But Not Limited To Any Orders, Rules Or Regulations Issued By Any Official Or Agency Of Any Such Government) Affecting The Conduct Of Seller's Business With Which Seller In Its Judgment And Discretion Deems It Advisable To Comply As Legal Or Patriotic Duty Or To Any Cause Beyond Seller's Reasonable Control.

SPECIAL ORDERS

Cannot be Returned or Cancelled After The Order Is In Progress. A Deposit of 50% is required to place the order.
Special Order Items Carry Net Terms Unless Otherwise Specified.

SPECIAL PRICES, PROGRAM & DISCOUNTS

SPECIALS ARE Available Only to Customers in "GOOD CREDIT STANDING" with the Credit Dept.

DELIVERY PRICES

Delivery prices vary – call your local DERR OFFICE

RETURNED CHECKS

In The Case of any Checks Returned for *NON-SUFFICIENT FUNDS*, *STOP PAYMENT*, or any other Variety of Reasons, that cause a bank to disallow a check. You will be billed \$50.00 Bookkeeping Charges, plus a loss of all Applicable Discounts if date of the second remittance falls outside the discount period.

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 all the terms of sale listed.

Signature

Date

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

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

Olyphant, PA
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Edison, NJ
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Herndon, VA
(703) 787-9800
Fax (703) 787-9844

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

Derr Flooring Co.

800-523-3457

215-657-2776 FAX

PLEASE CHOOSE THREE REFERENCES FROM THE LIST BELOW:

ALLSTATE

APOLLO

BAYARD

CLASSIC

FISHMAN

HALEBIAN

NORMAN LIFTON

SALESMASTER

WESTERN

ALL COUNTY

ARLEY

CENTURY

ELIAS WILF

GARDNER

LONG

PATRIOT

TASK FLOORS