



Derr Flooring Co.



June 2020

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

ACCEPTABLE PAYMENT METHODS ARE AT THE DISCRETION OF MANAGEMENT

COD CASH – BANK CHECK – COMPANY/PERSONAL CHECK

ACH PAYMENT – MONEY WIRE TRANSFER – CREDIT CARD

CREDIT CARD PAYMENTS ARE NOT SUBJECT TO DISCOUNT

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 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 ZIP 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

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.

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.

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Signature

Date

• PLEASE SIGN & RETURN BOTH PAGES WITH YOUR COMPLETED ZIP APP

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

York, PA
(717) 741-4831
Fax: (717) 900-4032

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