



CREDIT & TRADE APPLICATION

(IN ORDER TO EXPEDITE YOUR CREDIT APPLICATION, ALL INFORMATION MUST BE COMPLETE)

ACCOUNT NUMBER _____

LEGAL NAME OF BUSINESS _____

NAME DOING BUSINESS AS _____

HOW LONG IN BUSINESS _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ 9-DIGIT ZIP _____ - _____

PHONE _____ FAX _____

EMAIL _____

ACCT. PAYABLE PHONE _____ A/P CONTACT _____

TYPE OF BUSINESS: CORPORATION () LLC () PARTNERSHIP ()
SOLE PROPRIETORSHIP ()

STATE OF ORGANIZATION _____

SHAREHOLDERS/MEMBERS/OWNERS: SS#: TITLE:

OFFICERS: SS#: TITLE:

ARE YOUR PURCHASES SUBJECT TO SALES TAX? _____
(IF NO, COMPLETE & RETURN THE ATTACHED RESALE CERTIFICATE)

IS A PURCHASE ORDER REQUIRED? _____

CREDIT REFERENCES:

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ ACCT# _____

PHONE _____ FAX _____

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ ACCT# _____

PHONE _____ FAX _____

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ ACCT# _____

PHONE _____ FAX _____

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ ACCT# _____

PHONE _____ FAX _____

PLEASE ATTACH A COPY OF YOUR LATEST FINANCIAL STATEMENTS.

CURRENT TERMS & CONDITIONS MUST BE SIGNED TO ESTABLISH AN ACCOUNT

HOW DO YOU WISH TO RECEIVE YOUR INVOICE? EMAIL _____ FAX _____

PLEASE RETURN VIA FAX OR EMAIL TO OUR OFFICE.

TERMS AND CONDITIONS

1. All orders will have terms of net 30 days with approved credit unless otherwise noted by the credit department.
2. Applicant hereby authorizes Gilford Flooring, Inc. to obtain any and all information it deems necessary from references listed on the credit application and/or any other sources such as other creditors of applicants, trade references, credit bureaus, banks, or financial institutions. Applicant further authorizes each of such sources to supply Gilford Flooring, Inc. any information Gilford deems necessary to assist in its consideration of the credit application.
3. Applicant must notify Gilford Flooring, Inc. in writing of any change in ownership that would change the party obligated by this debt. Applicant shall be responsible for all charges made to the account until such notice is received.
4. Gilford reserves the right to require a personal guaranty or guaranties from the owner(s) of Applicant.
5. Signed order acknowledgments are required on orders over \$4,000. Written purchase orders may be required at the discretion of Gilford Flooring, Inc.
6. Orders exceeding Applicant's line of credit and orders for Non-Stocking Items may be subject to a full or partial deposit before the order will be processed.
7. Gilford Flooring, Inc. reserves the right to request interest, not to exceed 1.5% per month should any invoices become past due.
8. Should a dispute arise concerning this agreement, or should Applicant or any buyer fail to pay for any purchased goods, any lawsuit filed by either party must be brought in either the United States District Court for the Southern District of Indiana or the state court of Clark County, Indiana. Indiana law will be applied to determine the rights of parties in connection with this agreement. Damages awarded against Gilford Flooring, Inc. may include only a judgement for the purchase price or replacement of goods. No other damages are recoverable. Gilford Flooring, Inc. may, if required to file suit to recover the purchase price, recover its cost, including reasonable attorney's fees and collection agency charges.
9. These terms and conditions may be amended by Gilford without notice.

PAYMENT

1. The preferred method of payment shall be by check via mail or fax to (812) 288-0872. Gilford shall accept payment made by select credit cards on any invoice not more than 30 days from the date of invoice. In the event Gilford accepts payment made by credit card on any invoice more than 30 days from the date of invoice, such payment shall be subject to an additional fee of 3% of the total amount of the payment for such convenience.
2. Applicant authorizes Gilford Flooring to convert any payment made by check into an ACH payment.
3. Returned checks, whether for insufficient funds or otherwise, are subject to the maximum service charge allowed by state law. **The maximum service charge allowed by state law is as follows: Indiana - greater of \$27.50 or 5% of the total value of the check; Kentucky - \$50.00; Ohio - \$30.00; Tennessee - \$30.00.**

WARRANTIES

1. Gilford Flooring, Inc., as a wholesale distributor, does not offer warranties on products manufactured by other companies. **There are no warranties which extend beyond the description on the face thereof, including, without limitation, any implied warranty of merchantability or implied warranty of fitness for a particular purpose.** No warranties are offered by Gilford Flooring, Inc., or by the manufacturers, on any material that is sold as irregular or any other designation that indicates such material is not first quality goods. Such material is taken by the purchaser "as is" and with all faults.

I have read the terms and conditions stated above and agree to all of these terms and conditions as well as the policies and procedures.

Company Name _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____

POLICIES

DELIVERY POLICY

1. Scheduled Delivery: A delivery charge will apply on all scheduled deliveries via Gilford truck.
2. Delivery Detention: Dealer delays Gilford truck/driver (maximum 1 hour). Each additional 30 minute delay will be charged \$50.00 per 30 minutes.
3. Non-Scheduled Delivery: Any dealer requesting a special delivery via Gilford truck other than their appointed delivery day will be charged a minimum delivery charge of \$55.00.
4. Job Site Delivery: \$80.00 minimum charge via Gilford truck (maximum 1 hour). Delivery detention charge of \$50.00 for each additional 30 minutes will be charged after the one hour maximum. No residential deliveries.
5. Refusal of Shipment:
 - a. Gilford Truck Delivery: Dealer will be billed their standard delivery charge. All redeliveries will be subject to an additional delivery charge.
 - b. LTL Delivery: Dealer will be billed for original LTL charges in addition to any charges incurred due to refusal, redelivery, storage, or reconsignment.
6. Cancellations
 - a. Stocking Items: Handling and processing fees will apply to any order cancelled upon delivery via Gilford truck. (Refer to returned goods policy).
 - b. Non-Stocking Items: Cancellation of an order for a non-stocking item will not be accepted. Dealer to accept delivery and contact Gilford's Quality Assurance Department to seek manufacturer's approval, handling and processing fees, and any freight that may apply.
 - c. Will Call Orders: Orders not picked up after 30 days (some exclusions apply) from date of order will be cancelled. Customer will be invoiced for handling and processing fees for stocking items. For special orders and non-stocking items the customer will be billed in full for the material.
7. Cut Off Time: All orders placed for next day delivery via Gilford Truck are subject to a cut off time, which varies and is determined by delivery location.
8. Specials: Promotional or "Special Event" orders must be delivered within 30 days after ordered.

DAMAGED/INCORRECT SHIPMENTS

1. Please read installation instructions and examine material to ensure the item is correct as ordered and is satisfactory for application. If any discrepancy is found before or during application, do not continue. Contact Gilford's Quality Assurance Department at (800) 852-5454 for direction.
2. The purchaser or receiver is responsible for inspection of the correctness, quality and quantity of all merchandise at the time of receipt.
3. The manufacturer and/or Gilford are not responsible for damaged material on LTL or common carrier shipments. The transportation company assumes responsibility for delivering products to you in good condition when the bill of lading is signed. Upon receipt of a shipment, protect yourself by noting on the bill of lading any possible damage or shortages. Concealed damage needs to be reported to the carrier as soon as discovered. The full inspection should be reported within 15 days after delivery, as delay can be controversial to any claim of a concealed damage nature.

RETURNED GOODS POLICY

1. All returns must be authorized in writing. No return will be accepted after 30 days from date of invoice.
2. No returns will be accepted on cut yardage, discontinued, broken cartons, or specially constructed material.
3. Returns approved by Quality Assurance are subject to a 30% handling and processing fee plus return freight or pick up charge equal to the dealers standard delivery charge. The minimum handling and processing fee is \$25.00.
4. Customer is responsible to prepare material for return properly boxed, shrink wrapped, banded, or palletized to ensure returned product is not damaged. Material must be free from damages, markings, tape and/or glue. Material must be in its original packaging and in saleable condition so credit can be granted after examination.
5. All returns are approved or denied at the sole discretion of Gilford.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Agreement") is made and entered into this the ___ day of _____, 2012, by and between _____, Individually, with an address of _____ (the "Guarantor"); and **GILFORD FLOORING, INC.**, an Indiana corporation, with an address of 3001 Hamburg Pike, Jeffersonville, Indiana 47130 (the "Company").

WITNESSETH:

WHEREAS, _____ (the "Borrower"), is a company organized under the laws of the Commonwealth of Kentucky and doing business therein; and

WHEREAS, Borrower has requested Company extend it credit, from time to time, for the purchase of goods from Company; and

WHEREAS, Borrower has executed and delivered to Company that certain Credit Application dated _____ by and between Borrower and Company (the "Credit Application"); and

WHEREAS, Company has agreed to extend, from time to time, such credit to Borrower pursuant to the terms of said Credit Application and in consideration, amongst other things, of the covenants and obligations made and assumed by Guarantor as in this Agreement herein set forth; and

WHEREAS, Guarantor has a direct financial interest in Borrower and will benefit directly from the extension of credit to Borrower;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by the provisions of this Agreement, Guarantor hereby irrevocably and unconditionally agrees as follows:

AGREEMENT

1. Guarantor hereby irrevocably and unconditionally guarantees the full and punctual performance of all of the Borrower's obligations to Company including, without limitation, the payment of all monetary sums due under the terms of the Credit Application and any other indebtedness and liability of every nature and kind, hereof and hereafter incurred, and any subsequent amendments, extensions, modifications or consolidations thereof (collectively, the "Obligations"). The term "all monetary sums due" shall include, but not be limited to, payment of interest accruing thereon or advances made thereunder regardless of whether such interest accrued or advances were made after the filing of any petition by or against the Borrower under Federal or state bankruptcy laws, as well as any and all costs and expenses of enforcement and collection, including reasonable attorneys' fees.

2. Guarantor hereby waives any right to notice of advances to Borrower from time to time under the provisions of the Credit Application or any other indebtedness and liability; waives any rights Guarantor may have by reason of any forbearance, modification, waiver, renewal or extension that Company may grant, or to which Company and Borrower may agree, with respect to the Credit Application or any extension of credit by Company to Borrower; waives notice of acceptance of this Guaranty Agreement; and waives presentment, demand, notice or protest of any kind. This Guaranty Agreement shall be an agreement of suretyship as well as of guaranty. Company may proceed directly against Guarantor whenever Borrower fails to make any payment when due, or otherwise fails to perform any of its Obligations now or hereafter owed to Company without being required to proceed first against Borrower or any other person or entity, or against any other security for Borrower's Obligations to Company.

3. This Guaranty is made and shall continue as to any and all of said indebtedness and liabilities incurred or arising pursuant to the Obligations of Borrower to Company, whether or not such evidence of indebtedness or liability refers to this Guaranty Agreement.

4. The maximum total aggregate liability of Guarantor under this Guaranty Agreement shall be Fifty Thousand Dollars (\$50,000.00) and this Guaranty shall terminate on _____ (the "Termination Date").

5. All payments made by Guarantor shall be paid in lawful money of the United States of America and shall be payable without set-off, deduction or counter-claim.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty Agreement as of the date and year hereinabove written.

_____, Individually