



CREDIT & TRADE APPLICATION

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

Representatives in:

- Atlanta
Baton Rouge
Boston
Buffalo
Charlotte
Chicago
Cincinnati
Cleveland
Columbus
Connecticut
Dallas
Denver
Detroit
Evansville
Honolulu
Houston
Indianapolis
Jacksonville
Kansas City
Los Angeles
Las Vegas
Lexington
Louisville
Miami
Minneapolis
Mississippi
Nashville
New Jersey
New York City
Orlando
Philadelphia
Phoenix
Pittsburgh
Rhode Island
Rochester
Sacramento
St. Louis
San Antonio
San Diego
San Francisco
Seattle
Washington D.C.
Calgary
London
Melbourne
Montreal
Mexico
San Juan
Seoul
Singapore
Toronto
Vancouver

ACCOUNT NUMBER _____

NAME OF BUSINESS _____

TYPE OF BUSINESS _____ HOW LONG IN BUSINESS _____

BUSINESS ADDRESS _____ CITY _____

STATE _____ 9-DIGIT ZIP _____ - _____ PHONE _____

FAX# _____ E-MAIL ADDRESS _____

ACCTS. PAYABLE PHONE _____ A/P CONTACT _____

TYPE OF BUSINESS? CORPORATION() PARTNERSHIP() SOLE PROPRIETORSHIP()

OFFICERS SS# TITLE

ARE YOUR PURCHASES SUBJECT TO SALES TAX? (IF NO, COMPLETE AND 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 AND CONDITIONS MUST BE SIGNED TO ESTABLISH AN OPEN ACCOUNT

- If you wish to be excluded from our mailing list please check this box.
If you wish to be excluded from our facsimile list please check this box.
If you wish to be excluded from our e-mail list please check this box.

RESALE CERTIFICATE

GILFORD FLOORING INC.
3001 HAMBURG PIKE
JEFFERSONVILLE, IN 47130

Customer Information: Check Applicable Box:

Date: _____ ___ Single Purchase Certificate
 ___ Blanket Certificate

Customer Account Name: _____

Customer Account Number: _____

The undersigned hereby certifies that he:

 Holds a valid Certificate of Authority to collect state and local sales and use tax and is principal engaged in (indicate nature of business) _____

And:

 intends that the (check applicable boxes)

 ___ tangible personal property is for resale in its present form or as a component part of tangible personal property.

 ___ tangible personal property is of use in performing taxable service where such property becomes a component part of the tangible personal property upon which the services are performed or will be actually transferred to the purchaser of the service in conjunction with the performance of the service.

 ___ service is for resale.

The purchaser understands that this certificate may not be used to make tax free purchase of items or services which are not for resale and that he will pay the use tax on tangible personal property or services purchased pursuant to this certificate and subsequently used or consumed in a taxable manner, and that any erroneous or false use of this certificate will subject him to payment of tax.

Signature of Owner: _____ Date: _____

Street Address: _____

City, State, Zip: _____

Certificate Number: _____

IF YOU ARE TAX EXEMPT....PLEASE COMPLETE THIS FORM. WE ARE REQUIRED TO HAVE THIS ON FILE BY LAW FOR THE STATE IN WHICH THE ORDER WAS SHIPPED. THANK YOU!!!!!!!

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) Signed order acknowledgements are required on orders over \$4,000. Written purchase orders may be required at the discretion of Gilford Flooring, Inc.
- 5) Orders exceeding applicant's line of credit may be subject to a full or partial deposit before the order will be processed.
- 6) Applicant authorizes Gilford Flooring to convert any payment made by check into an ACH payment.
- 7) Returned checks are subject to the maximum allowed service charge by state law.
- 8) Gilford Flooring, Inc. reserves the right to request interest, not to exceed 1.5% per month should any invoices become past due.
- 9) Should a dispute arise concerning this agreement, or should buyer fail to pay for the 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 judgment 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.
- 10) Credit terms are subject to change without notice.

WARRANTIES

- 1) Gilford Flooring, Inc., as a wholesale distributor, does not offer warranties on products manufactured by other companies. 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 they are not first quality goods.

POLICIES AND PROCEDURES

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 \$52.00.
- 4) **Job Site Delivery:** \$75.00 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. This will apply to all merchandise.
 - 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) **Cancellation Upon Delivery**
 - 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 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 quality and quantity of all merchandise at the time of receipt.
- 3) The manufacturer and/or Gilford are not responsible for damaged material on an 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.

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 _____

8/9/07

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