

BUSINESS CREDIT APPLICATION

Commercial Flooring Distributors

210 Springview Commerce Drive, Unit 130
668-0122 Debarry, FL 32713
Attn: Credit Division



*For fast credit approval,
Please fax this form to:
386-668-0122*

Questions Call: 386-668-0121

Company Name Type of Business Phone Number Fax Number

Billing Address

Shipping Address

City State Zip

City State Zip

Type of Ownership: Corporation Partnership Sole proprietor

Years in business: _____

Tax Exempt? Yes or No

(If yes, please include resale card with application)

Bank References

1. _____
Name Phone Number Fax Number
Account Number _____ Contact: _____

2. _____
Name Phone Number Fax Number
Account Number _____ Contact: _____

Open Accounts References

1. _____
Name Phone Number Fax Number

Address City State Zip

2. _____
Name Phone Number Fax Number

Address City State Zip

3. _____
Name Phone Number Fax Number

Address City State Zip

OFFICERS, PARTNER, SOLE PROPRIETORS

Name	Phone Number	FIN #:
<hr/>		
Address	City	State Zip

Name	Phone Number	FIN #:
<hr/>		
Address	City	State Zip

1. _____

2. _____

I represent that the above information is true and is given to induce Commercial Flooring Distributors, Inc. to extend credit to the applicant. My company and I authorize Commercial Flooring Distributors, Inc. to make such credit investigation as Commercial Flooring Distributors, Inc. sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Commercial Flooring Distributors, Inc. any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and on page 3 hereto and agree to all of these terms and conditions.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE

1. **PERSONAL GUARANTEE: If the credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation and all amounts due hereunder. This Guaranty is irrevocable, absolute, continuing, unconditional and general without any limitation.**
2. **Bills are sent when goods are shipped. All bills become payable in full within 30 days of invoice date. All bills more than one day late are considered past due.**
3. **In the event of a default in the timely payment of any sums due pursuant to this Application and these Terms and Conditions, all amounts due shall accrue interest at the rate of 18% per annum, from the due date for payment. In the event Seller engages legal counsel to represent it to enforce any of these Terms and Conditions, Seller shall be entitled to recover its reasonable attorney's fees and costs, whether pre-suit, upon suit being filed, or upon appeal. Customer waives the right to venue under Chapter 47 *Florida Statutes*, or any other venue provision provided by law or statute, and stipulates that in the event of any litigation, (or otherwise agreed to in writing, arbitration), all such proceedings shall have their venue in the appropriate court having jurisdiction, (or arbitration panel) located in either Volusia, Seminole or Orange County, Florida, at the discretion of Seller. Notwithstanding any Constitutional, statutory or Common Law Right which may otherwise exist to a trial by jury, Customer hereby waives such right to a jury trial and agrees that all lawsuits between Seller and Customer shall be tried before the Court with the Judge being the sole finder of the facts and law."**
4. **"Seller will extend to Customer all transferrable warranties made to Seller by the manufacturers or suppliers of materials sold by Seller to Customer. SELLER MAKES AND GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IT IS EXPRESSLY AGREED THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED WITH RESPECT TO ANY AND ALL MATERIALS SOLD BY SELLER TO CUSTOMER. This general warranty policy supersedes any other warranties contained in any plans, specifications, purchase orders or other documents prepared by anyone other than Seller and may not be expanded or revised without the prior and specific written consent of Seller. Seller shall not under any circumstances be liable for special or consequential damages including, but not limited to, lost profits, revenues, or claims of Customer relating to materials sold by Seller to Customer. The sole and exclusive remedy available to Customer relating to materials sold by Seller to Customer shall be restricted to all transferrable warranties made to Seller by the manufacturers or suppliers of materials sold by Seller to Customer."**

TERMS AND CONDITIONS OF SALE

WRITTEN CONFIRMATION

A written purchase order is required to confirm orders for non-stocking items and all orders over \$1,000.

PRICES/TERMS

All prices are subject to change without prior notice and all shipments will be at prices in effect on the date of shipment. Prices do not include sales, use, gross receipts or any other taxes arising from the sale, which are the sole responsibility of the purchaser.

CANCELLATIONS

Cancellations will not be accepted once material has been cut or shipped. Orders for non-stocking items are not cancelable once the order has been placed with the manufacturer.

DELIVERY

All sales are FOB Commercial Flooring Distributors warehouse or if shipped MILL DIRECT, FOB the shipping point. Shipments are by common carrier at published rates – or if shipped from Commercial Flooring Distributors by common carrier for a “drop charge”. Risk of loss passes to the purchaser at the point of delivery. Freight claims, if any, are the responsibility of Commercial Flooring Distributors. While we make every effort to meet requested delivery schedules, Commercial Flooring cannot accept any liability for delays or failure to deliver for any reason.

RETURNS

Merchandise normally stocked by Commercial Flooring may be returned for credit with prior written authorization subject to a 30% handling charge, \$25.00 minimum. Material must be full cartons or factory wrapped rolls in re-saleable conditions. Not stocking items, cut rolls or partial packages are not returnable. Adhesives are not returnable. Returns must be received within 30 days of purchase date, freight prepaid both ways.

CLAIMS

It is the responsibility of the installer to inspect material before cutting or installation. We cannot accept claims for manufacturing defects if the material has been cut or installed with visible defects. All claims must be submitted in writing with samples of the material defect. No claim will be considered if it is a result of improper installation or if submitted after expiration of the manufacturer’s warranty.

BUYER OPTIONS

Items not immediately available from local stock or the manufacturer may be available from other distributors in North America. Should you wish to obtain this material, orders are not cancelable, are subject to up charges, may require a deposit and are shipped freight collect, FOB the shipping point.

Acknowledged by: _____ Date: _____

**Please sign and return this credit application.

Inter Office Use Only DATE: ____/____/____

CREDIT LIMIT: _____ **APPROVED BY:** _____