



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 _____ Cell _____ Fax _____
 Email _____
 Acct. Payable Phone _____ A/P Contact _____
 Type of Business: Corporation LLC Partnership Sole Proprietorship
 State of Organization _____
 Shareholders / Members / Owners: _____ SS#: _____ Title: _____ Home Address: _____

Officers: _____ SS#: _____ Title: _____

Are Your Purchases Subject to Sales Tax? _____ (If No, Complete & Return the Attached Resale Certificate)
 Is a Purchase Order Required? _____ Sidemark Required? _____ Or Both? _____

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: Please note remittance address on invoice.



Resale Certificate

Customer Information

Date _____

Please Check Applicable Box:
 Single Purchase Certificate
 Blanket Certificate

Customer Acct. Name _____ Customer Acct. Number _____

The Undersigned Hereby Certifies that They:

Hold a valid certificate of authority to collect state and local sales and use tax and are principally engaged in (indicate nature of business) _____

And:

Intend that the *(Please 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 services 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 they 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 them to payment of tax.

Signature of Owner / Authorized Signer _____ 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, Conditions & Policies

Please review, sign and return.

TERMS AND CONDITIONS

- Gilford Flooring, LLC and Gilford•Johnson Flooring, LLC, individually and collectively do business as Gilford•Johnson Flooring.
- All orders will have terms of net 30 days with approved credit unless otherwise noted by the credit department.
- Applicant hereby authorizes Gilford•Johnson Flooring 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•Johnson Flooring any information Gilford•Johnson Flooring deems necessary to assist in its consideration of the credit application.
- Applicant must notify Gilford•Johnson Flooring 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.
- Gilford•Johnson Flooring reserves the right to require a personal guaranty or guaranties from the owner(s) of Applicant.
- Signed order acknowledgments are required on orders over \$10,000. Written purchase orders may be required at the discretion of Gilford•Johnson Flooring.
- 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.
- Gilford•Johnson Flooring reserves the right to request interest, not to exceed 1.5% per month should any invoices become past due.
- Should a dispute arise concerning this agreement, or should Applicant or any buyer fail to pay for any purchased goods, any lawsuit must be brought in either the U.S. Dist. Ct. for the N.D. Georgia or the state courts of Fulton County, Georgia. Indiana law will be applied to determine the rights of parties in connection with this agreement. Damages awarded against Gilford•Johnson Flooring may include only a judgment for the purchase price or replacement of goods. No other damages are recoverable. Gilford•Johnson Flooring may, if required to file suit to recover the purchase price, recover its cost, including reasonable attorney's fees and collection agency charges.
- These terms and conditions may be amended by Gilford•Johnson Flooring without notice.

PAYMENT

- The preferred method of payment shall be by check via mail or fax to Atlanta (404) 603-3300. Gilford•Johnson Flooring shall also accept payment made by select credit cards on any invoice not more than 30 days from the date of invoice. Any such payment made by credit card shall be subject to an additional fee of 2% of the total amount of the payment for such convenience.
- Applicant authorizes Gilford•Johnson Flooring to convert any payment made by check into an ACH payment.
- 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: Alabama - \$30.00; Florida - \$30.00 or 5% of the total value of check; Georgia - greater of \$40.00 or 5% of the total value of the check; Indiana - greater of \$27.50 or 5% of the total value of the check - Tennessee-\$30.00**

WARRANTIES

- Gilford•Johnson Flooring, 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•Johnson Flooring, 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 _____

DELIVERY POLICY

Gilford•Johnson Flooring will make every effort to accommodate our customers at the point of delivery. We must take every precaution to protect our drivers from injury, damaged goods, property and time loss. Our drivers have many deliveries to off load on a route and must make every effort to deliver product in a safe and timely fashion. We ask our customers for understanding and help in order to offer outstanding delivery service. Gilford•Johnson Flooring or its employees will not be responsible for damage to customer's equipment used for offloading.

- Scheduled Delivery:** A delivery charge will apply on all scheduled deliveries via Gilford•Johnson Flooring truck.
- Delivery Detention:** Dealer delays Gilford•Johnson Flooring truck/driver (maximum 1 hour). Each additional 30 minute delay will be charged \$50.00 per 30 minutes.
- Non-Scheduled Delivery:** Any dealer requesting a special delivery via Gilford•Johnson Flooring truck other than their appointed delivery day will be charged a minimum delivery charge of \$55.00.
- Job Site Delivery:** Pre-approval for any job site delivery may be required prior to delivery. \$150.00 minimum charge via Gilford•Johnson Flooring 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.
- Refusal of Shipment:**
 - Gilford•Johnson Flooring Truck Delivery:** Dealer will be billed their standard delivery charge. All redeliveries will be subject to an additional delivery charge.
 - LTL Delivery:** Dealer will be billed for original LTL charges in addition to any charges incurred due to refusal, redelivery, storage, or reconsignment.
- Cancellations**
 - Stocking Items:** Handling and processing fees will apply to any order cancelled upon delivery via Gilford truck. (Refer to returned goods policy).
 - Non-Stocking Items:** Cancellation of an order for a non-stocking item will not be accepted. Dealer to accept delivery and contact Gilford•Johnson Flooring's Quality Assurance Department to seek manufacturer's approval, handling and processing fees, and any freight that may apply.
 - 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.
- Cut Off Time:** All orders placed for next day delivery via Gilford•Johnson Flooring Truck are subject to a cut off time, which varies and is determined by delivery location.
- Specials:** Promotional or "Special Event" orders must be delivered within 30 days after ordered.
- C.O.D:** Amounts must be received by the driver before offloading will begin.

DAMAGED / INCORRECT SHIPMENTS

- 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•Johnson Flooring's Quality Assurance Department at 404.352.2700.
- The purchaser or receiver is responsible for inspection of the correctness, quality and quantity of all merchandise at the time of receipt.
- The manufacturer and/or Gilford•Johnson Flooring 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

- All returns must be authorized in writing. No return will be accepted after 30 days from date of invoice.
- No returns will be accepted on cut yardage, discontinued, broken cartons, or specially constructed material.
- 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.
- 45% restock fee on all Johnsonite approved orders sent back to the mill.**
- 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.
- All returns are approved or denied at the sole discretion of Gilford•Johnson Flooring.



Account Information

Account Name: _____

Account Number: _____

Warehouse Receiving Hours: _____

Special Delivery Instructions: _____

(Please Check One)

Loading Dock: Yes No

Fork Lift: Yes No With Or Without Pole

Pallet Jack Required: Yes No

Contacts / Authorized to Order: *(Please Check One)*

Name: _____ Yes No

Name: _____ Yes No

Name: _____ Yes No

Name: _____ Yes No

Name: _____ Yes No

Name: _____ Yes No

Email or Fax Price List *(Please Check One):*

Email Fax Contact: _____ Email: _____

Email Fax Contact: _____ Email: _____

Email Fax Contact: _____ Email: _____

Email Fax Contact: _____ Email: _____

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Agreement") is made and entered into this the ___ day of _____, 2021, by and between _____, Individually, with a home address of _____ (the "Guarantor"); and **GILFORD-JOHNSON FLOORING, LLC**, a Georgia limited liability company, with an address of 850 Aquila Way, Suite 110, Austell, Georgia 30168 d/b/a **GILFORD-JOHNSON FLOORING** (Individually and Collectively, "Gilford-Johnson Flooring").

WITNESSETH:

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

WHEREAS, Borrower has requested Gilford-Johnson Flooring extend it credit, from time to time, for the purchase of goods from Gilford-Johnson Flooring; and

WHEREAS, Borrower has executed and delivered to Gilford-Johnson Flooring that certain Credit Application dated _____ by and between Borrower and Gilford-Johnson Flooring (the "Credit Agreement"); and

WHEREAS, Gilford-Johnson Flooring 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 Gilford-Johnson Flooring 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 Gilford-Johnson Flooring may grant, or to which Gilford-Johnson Flooring and Borrower may agree, with respect to the Credit Application or any extension of credit by Gilford-Johnson Flooring 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. Gilford-Johnson Flooring 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 Gilford-Johnson Flooring without being required to proceed first against Borrower or any other person or entity, or against any other security for Borrower's Obligations to Gilford-Johnson Flooring.

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 Gilford-Johnson Flooring, whether or not such evidence of indebtedness or liability refers to this Guaranty Agreement.

4. 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