

DELFS, INC.

CREDIT APPLICATION

Return to: P.O. Box 218, Canfield, Ohio 44406

Phone: 330-533-5571

Fax: 330-533-5522

LEGAL NAME OF COMPANY		OWNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP		YEAR ESTABLISHED	
BILLING ADDRESS (IF DIFFERENT)		TYPE OF BUSINESS <input type="checkbox"/> SUB-CONTRACTOR <input type="checkbox"/> GENERAL CONTRACTOR <input type="checkbox"/> HOMEBUILDER <input type="checkbox"/> OTHER			
PHYSICAL ADDRESS (STREET, CITY, STATE, ZIP CODE)		E-MAIL ADDRESS			
AREA CODE - PHONE NUMBER ()		FAX NUMBER ()		CELL PHONE NUMBER ()	
NAME OF PRINCIPLE		TITLE		SOCIAL SECURITY NUMBER	
HOME ADDRESS				HOME PHONE NUMBER ()	
NAME OF PRINCIPLE		TITLE		SOCIAL SECURITY NUMBER	
HOME ADDRESS				HOME PHONE NUMBER ()	
TRADE REFERENCES					
BUSINESS NAME		BUSINESS NAME			
ADDRESS		ADDRESS			
AREA CODE - PHONE NUMBER ()		FAX NUMBER ()		AREA CODE - PHONE NUMBER ()	
BUSINESS NAME		BUSINESS NAME			
ADDRESS		ADDRESS			
AREA CODE - PHONE NUMBER ()		FAX NUMBER ()		AREA CODE - PHONE NUMBER ()	
AUTHORIZED BUYER		AUTHORIZED BUYER		AUTHORIZED BUYER	
DO YOU REQUIRE PURCHASE ORDER NUMBERS? <input type="checkbox"/> YES <input type="checkbox"/> NO		HAVE YOU EVER TAKEN OR FILED BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, <input type="checkbox"/> BUSINESS <input type="checkbox"/> PERSONAL	
SALES TAX INFORMATION <input type="checkbox"/> TAXABLE <input type="checkbox"/> TAX EXEMPT		TAX EXEMPT NUMBER		PLEASE ATTACH A COPY OF EXEMPT FORM (REQUIRED)	
				AMOUNT OF CREDIT REQUESTED \$	
BANK INFORMATION			BOND INFORMATION		
BANK NAME		ACCOUNT NUMBER		TYPE OF BOND	
BANK ADDRESS		ACCOUNT NUMBER		BOND NUMBER	
				DATE OF BOND ____/____/____	
BANK OFFICER		AREA CODE - PHONE NUMBER ()		AMOUNT OF BOND NUMBER \$	
				BONDING COMPANY/BANK NAME	

I (We) have completed this application to obtain credit, and certify that all statements contained therein are true and correct. I (We) agree that credit inquiries may be made, and authorize the release of such information to you. I (We) understand and agree that any credit granted shall be paid promptly in accordance with John Delfs Sons, Inc.'s credit and conditions agreement and that all sales are governed by the State of Ohio.

I (We) also understand and agree that John Delfs Sons, Inc. may add late charges and a handling charge to any invoice(s) not paid in accordance with said terms and agreements. I (We) also agree, in the event of default, to pay reasonable collection charges, bad check fees, attorney fees, and court costs where applicable.

AUTHORIZED SIGNATURE

TITLE

____/____/____
DATE

PLEASE PRINT NAME

CREDIT AND CONDITIONS AGREEMENT

In consideration of the extension of credit by the Vendor, the undersigned Applicant agrees as follows:

1. Applicant will pay in full amounts shown as due on the monthly billing provided by John Delfs Sons, Inc. Full payment is due the tenth (10th) of the following month. Any amounts not paid by the last day of the month following the billing shall accrue interest at 1.5% per month or the maximum rate allowed by the law per month from date due until paid.
2. Applicant will notify John Delfs Sons, Inc. in writing of any disputed charges on the monthly billing before the tenth (10th) of the month following the billing. Failure to notify John Delfs Sons, Inc. in writing shall mean that the Applicant agrees that the charges reflected on said billing are correct.
3. Seller shall not be liable for incidental or consequential losses, damages, or expenses directly or indirectly arising from the sale or use of the goods or from any other causes relating hereto, and seller's liability in any case is expressly limited to the replacement of goods (in the form originally shipped) or, at the seller's election, to the repayment of or credit buying with an account equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.
4. Applicant agrees to immediately notify John Delfs Sons, Inc. in writing of any change of ownership or form of the business of Applicant, address, telephone number, and bonding information by certified mail. In addition, applicant understands and agrees that a new credit application will need to be completed.
5. The customer agrees to provide an address of each jobsite that material is being purchased for, whether delivered by our company or picked up by customer.
6. A suitable roadway must be provided for delivery of all materials. Nearest accessible point which truck can reach under its own power at job site will constitute destination. We will not be responsible for property damage that may occur in making delivery after we cross the curb line.

You are to give us shipping instructions a reasonable time before shipments are to be made. We shall not be responsible or liable for any delays or failures in delivery whatsoever due to strikes, differences with workmen, scarcity of labor, floods, storms, accidents, breakage of machinery, scarcity of materials or fuel, transportation embargoes, scarcity of cars, governmental requirements; regulations or order, perils of navigation, acts of public enemies, acts of terrorism, mobs or rioters, acts of God, or any other causes beyond our control.

7. Any and all claims of short count or weight and any and all claims of defective or improper materials must be made immediately upon receipt of materials, so that they can be investigated promptly; otherwise any and all claims are to be conclusively deemed waived and released.

After material is accepted no credits will be given for return of perishable items of any commodity such as but not limited to: lime, cement, plaster, or any items that may be affected by atmospheric or climatic conditions.

Any special charges passed on by the manufacturer such as, but not limited to: non-standard lifts, increases in surcharge, binding and non-standard lengths will be passed on to the customer.

8. The contractor or subcontractor is responsible for any and all damages of materials delivered in wet, damp, and freezing weather.
9. It is the responsibility of the contractor/subcontractor to provide suitable access points to products and to prevent scheduling conflicts with other trades and their materials to scaffolds, bricks, siding, etc. There will be a charge for delays and extra trips caused by the aforementioned.
10. A restocking charge of fifteen percent (15%) plus any transportation cost will be charged against any returned material in saleable conditions. In any event, all returns must be approved by our office prior to their return. There are no returns on bagged or special order items.
11. Less than load lots will be up charged in relation to their quantity.
12. No returns on special order material or deposit on special material ordered.
13. A waiver of one or more of the conditions of the above conditions will not invalidate any of the other conditions or applicant's obligation under this agreement.

The undersigned for consideration do hereby agree to the aforementioned credit and conditions agreement and guarantee the full and immediate prompt payment to John Delfs Sons, Inc., of all indebtedness heretofore or hereafter incurred for the purchase of materials supplied to: _____.

_____ / / _____
 AUTHORIZED SIGNATURE TITLE DATE

 PLEASE PRINT NAME

PERSONAL GUARANTY

This guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of extension of credit and any right to demand John Delfs Sons, Inc. proceed against the principle debtor is hereby waived. This guarantee may only be revoked by written notice to John Delfs Sons, Inc.

Any revocation does not revoke the obligation of the guarantor to provide for prompt payment for indebtedness incurred under this contract of guaranty and under any contract evidencing the indebtedness guaranteed herein. The undersigned further agree in the case suit shall be brought for collection hereof, or the same has to be collected upon demand by an attorney, to pay attorney fees incurred and costs for making such collection. All suits, actions, or other proceedings arising out of, related directly or indirectly to this credit application or any sales of John Delfs Sons, Inc. goods shall be brought in the venue of John Delfs Sons, Inc. choice. In the case a judgment is issued against the undersigned, any cost incurred after the judgment shall also be paid and borne by the undersigned.

The undersigned does hereby agree to the terms of credit, finance charges and does hereby keep this personally guarantee all indebtedness and waives any defense or exemption which may be available that prohibits execution upon or levy against any real property owned by the guarantor. Furthermore, the guarantor hereby expressly pledges all such realty as further collateral to secure any debt that may arise for the sale of building materials to the applicant or guarantor. The undersigned does hereby state that the information in this application is true and correct.

_____ / / _____ / / _____
 SIGNATURE DATE SIGNATURE DATE

 SOCIAL SECURITY NUMBER SOCIAL SECURITY NUMBER

DELFS, INC.

410 LISBON STREET • P.O. BOX 218 • CANFIELD, OHIO 44406