

**Benjamin Moore**<sup>®</sup>  
**Schuele Paint Company**



12 Summer Street, Buffalo, New York 14209

Phone: 716-884-3374 Fax: 716-884-3379

# Credit Application

(For Commercial Credit Only)

## Schuele Paint Company Use Only

Account Number \_\_\_\_\_ Customer Class Code \_\_\_\_\_

Assigned Salesperson \_\_\_\_\_ Salesperson ID# \_\_\_\_\_

Price Level \_\_\_\_\_ Payment Terms \_\_\_\_\_

Store Manager Authorization \_\_\_\_\_ Store # \_\_\_\_\_

Credit Limit \_\_\_\_\_ Approved By \_\_\_\_\_ Date \_\_\_\_\_

PLEASE RETURN THIS ORIGINAL APPLICATION TO THE ADDRESS ABOVE

CHARGES CANNOT BE MADE TO THE ACCOUNT UNTIL THE ORIGINAL APPLICATION IS RECEIVED BY THE HOME OFFICE LOCATED AT THE ABOVE ADDRESS

**TO OUR APPLICANT:** It is our goal to provide you with the best and most efficient service available. In order for us to expedite the processing of this credit application, **we request that you complete the application fully, sign in the proper place.** You may fax the application to us **but it is very important that you return the original form to us.** Should we require additional information in order to make a fair evaluation; the credit department will notify you. Thank you.

## Applicant Information

(PLEASE PRINT)

Business Name \_\_\_\_\_

Physical Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

P.O. Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_

Email: \_\_\_\_\_ Federal Tax I.D. No: \_\_\_\_\_

Person Responsible for Payment \_\_\_\_\_ Phone Number \_\_\_\_\_

Type of Business: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ LLC \_\_\_\_\_ Limited Partnership \_\_\_\_\_

Business Category: (Example: Painter, Builder, Cabinet Shop, etc...) \_\_\_\_\_

Estimated Monthly Purchases: \_\_\_\_\_

# Of Employees: \_\_\_\_\_

Products Purchased: \_\_\_\_\_

Does applicant pays Sales Tax? Yes \_\_\_ No \_\_\_ If no, copy of tax exemption certificate must be attached)

Year Established \_\_\_\_\_ If Incorporated, in what State \_\_\_\_\_

Place of Business: Do you: Lease \_\_\_ Rent \_\_\_ Own \_\_\_ Do you work from: Shop \_\_\_ Home \_\_\_

Do you require a Purchase Order # on Invoices? Yes \_\_\_ No \_\_\_

Please attach a list of Authorized Purchasers if required.

## Applicant Trade References

(Must Provide 4)

Name

Account Number

Phone Number

Fax Number

<u>Name</u>	<u>Account Number</u>	<u>Phone Number</u>	<u>Fax Number</u>

## Principal Owner and Partners

**Name** \_\_\_\_\_ **Social Security Number** \_\_\_\_\_  
Spouse's Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
**Cellular Phone #** \_\_\_\_\_ E-Mail: \_\_\_\_\_  
**Street Address** \_\_\_\_\_ **Phone Number** \_\_\_\_\_  
**City, State, Zip** \_\_\_\_\_

**Name** \_\_\_\_\_ **Social Security Number** \_\_\_\_\_  
Spouse's Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
**Cellular Phone #** \_\_\_\_\_ E-Mail: \_\_\_\_\_  
**Street Address** \_\_\_\_\_ **Phone Number** \_\_\_\_\_  
**City, State, Zip** \_\_\_\_\_

## Credit Terms

The information as set forth above is furnished for the purpose of requesting Schuele Paint Company, Inc. (hereinafter called the Company) to grant and extend me/us credit for the purchase of merchandise on your open account terms. The undersigned acknowledge that this account is for commercial purposes and not for personal, household, or family purposes.

The undersigned agree, jointly and severally, to pay any and all sums that may become payable under this account for merchandise sold to the applicant or to any person with apparent authority to utilize this account, unless notified to the contrary in writing by the applicant according to the following terms of this Company: **Payment terms are 1% 10<sup>th</sup> Net 30.** All past due balances are subject to interest of 1 1/2% per month (18% annual percentage rate). This credit application shall remain in full force and effect unless the undersigned notify, in writing, of any change, including but not limited to changes in credit information of any type, business ownership, bank references and the like.

The undersigned agrees, to pay collection fees and/or reasonable attorney's fees of 33 1/3% of the outstanding balance of this account, plus all costs of collection, to include court cost and all expenses (except where prohibited by law) in the event collection becomes necessary. The undersigned further agree that any controversy or claim arising out of or relating to these credit terms or breach thereof shall be brought in the appropriate Court. Facsimile copy of this document will have the same force and effect of the original document.

The applicant, guarantors and others from time to time obligated under this account hereby jointly and severally waive and renounce the benefit of homestead and all other exemptions rights as against this indebtedness or any renewal or extension hereof; and further waive demand, protest, notice of protest, presentment for payment, notice of dishonor and all defenses on the ground of extension of time for payment hereof (except where prohibited by law). This credit application shall remain in full force and effect until the Company shall have received written notice to create no further transactions under the terms and conditions of this credit application. A certified mail receipt for such notification shall be conclusive evidence of the said receipt of such notice.

\*Note\* - The undersigned individual who is either a principal or a partner of the credit applicant (s), a sole proprietor of the credit applicant, is the sole member of a limited liability company who is the credit applicant, or is an officer or director of the credit applicant (s), recognizes that his or her individual credit history may be a factor in the evaluation of the application for credit by the credit applicant for credit with Schuele Paint Company, Inc. and hereby consents to and authorizes Schuele Paint Company, Inc. or its representative, obtaining and using a Consumer Credit Report on the undersigned from time-to-time as may be needed in the credit evaluation process

### **WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

PRINT COMPANY \_\_\_\_\_  
NAME \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
(By Its Duly Authorized Representative)

TITLE \_\_\_\_\_

# PERSONAL GUARANTEE

As an inducement to Schuele Paint Company, Inc. (hereinafter called the Company) for the extension of credit to: The Applicant Named In This Credit Application and in consideration of the Company extending a line of credit to the Applicant, we and each of us do hereby, jointly and severally, for ourselves and each of our heirs, successors, assigns, and personal representatives, guarantee and warrant unto the Company, its successors and assigns, the prompt payment upon demand of each and all notes, checks, accounts receivable, and other obligations of every name and kind, made, signed, drawn, accepted or endorsed by the Applicant herein or to any person with the apparent authority to utilize this account, which Company now has or which it may hereafter have, hold, purchase or obtain. This guarantee shall apply to and guarantee any ultimate balance, which shall remain due to the Company and shall be considered a continuing guarantee of any and all liabilities of the Applicant to the Company. This is a Guarantee of payment and not merely a Guarantee of collection.

And we and each of us, jointly and severally, for ourselves and each of our successors, assigns and personal representatives, hereby waive notices of acceptance of this guarantee, notice of all loans and other obligations made from time to time under this credit agreement, and notice from time to time of default in the payment of any loans or other obligations of the Applicant to the Company; authorized and consent to the release and discharge of any co-debtor or surety which the Company may deem advisable or expedient, and the release or relinquishment of any security without the same discharging releasing, or in any manner affecting the liability of the Guarantor (s) to the Company under this guarantee; agree that in the case of non-payment of any obligations, when due, that we will pay the same together with interest thereon at the rate of 1 1/2% per month (18% annual percentage rate) upon demand; and in the event collection has to be made through a collection agency, pay reasonable collection fees of 33 1/3% of the outstanding balance or if collection has to be made through an attorney, to pay reasonable attorney's fees of 33 1/3% of the outstanding balance of this account, plus all cost of collection, including court cost and all expenses (except where prohibited by law) in the event collection becomes necessary. The undersigned further agree that any controversy or claim arising out of or relating to this Guaranty or breach thereof shall be brought in the appropriate Court. Facsimile copy of this document will have the same force and effect of the original document.

The undersigned personal Guarantor (s), recognizes that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, and hereby consents to and authorizes Schuele Paint Company, Inc. or it's representative, obtaining and using a Consumer Credit Report on the undersigned from time-to-time as may be needed in the credit evaluation process.

This Guarantee shall remain in full force and effect until the Company shall have received written notice to make no further advances on the security of the guaranty. A certified mail receipt for such letter shall be conclusive evidence of the receipt of said notice.

This instrument is intended to be a full, complete and perfect guarantee and indemnity to the Company to the extent of and for any liability of any kind owing by the Applicant to the Company from time to time.

PRINT NAME \_\_\_\_\_ PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

SS NUMBER \_\_\_\_\_ SS NUMBER \_\_\_\_\_

DATE \_\_\_\_\_ DATE \_\_\_\_\_