



CREDIT APPLICATION

Invoice Preference:

- ☐ Email
☐ Mail
☐ Fax

To open a Benjamin Moore National Account, please complete this credit application and sign in the proper place(s). Return the completed application via email to nationalaccounts@benjaminmoore.com or fax to 201-474-1262.

Credit Card Accounts: If you are applying for a credit card account (in which you pay for purchases up front using a credit card), complete the Applicant Information and Credit Card Accounts sections.

Credit Line Accounts: If you are applying for a credit line (house) account, complete the Applicant Information and Credit Line (House) Accounts sections.

Note: For Commercial/Residential Contractors applying for a credit line account, you must also complete the Commercial or Residential Contractors section on page two of this application.

Applicant Information:

Job Name: _____

Full Legal Business Name: _____ DBA (if applicable) _____

Physical Street Address: _____

City, Province, Zip: _____

Business Phone: _____ Fax Number: _____ Email: _____

A/R Contact Name: _____ A/R Contact Email: _____

Type of Business:

☐ Corporation ☐ LLC ☐ Partnership Other: _____ Requested Line of Credit: _____

Does applicant pay Sales Tax?: ☐ Yes ☐ No **(If no, copy of tax exemption certificate must be attached)**

Year Established: _____ If incorporated, in what state: _____

☐ Purchase Order # on Invoice ☐ Job Site/Address on Invoice

CREDIT CARD ACCOUNTS

By signing below and submitting this application, you agree to Benjamin Moore charging your credit card once verbal confirmation is obtained.

Print Name: _____ Date: _____

Signature: _____ Title: _____

CREDIT LINE (HOUSE) ACCOUNTS

Bank Name: _____ Bank Address: _____
 Bank Account #: _____ Bank Phone #: _____

APPLICANT TRADE REFERENCES (PROVIDE 4; ALL FIELDS REQUIRED)

Name	Account Number	Phone Number	Email/Fax Number

Credit Terms: The information as set forth above is furnished for the purpose of requesting Benjamin Moore & Co. (hereinafter called the Company) to grant and extend credit to the Applicant for the purchase of merchandise on your open account terms. The undersigned acknowledges that this account is for commercial purposes and not for personal, household, or family purposes.

The Applicant agrees 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. Benjamin Moore's standard terms of sale for National Accounts is **Net 30** from invoice date. In the event of a conflict between these terms of sale and any purchase order or agreement, these terms of sale shall govern. A practical explanation of our National Accounts Terms of Sale is as follows: Products shipped and invoiced with the above terms are due and payable to Benjamin Moore & Co. 30 days from the invoice date. Failure to make payment within the standard term of 30 days will render the invoice(s) past due. Any invoice beyond the 30 day term will be subject to a finance charge. A finance charge of 1% per month, 12% annually, will be charged on any invoice not paid within these stated Terms of Sale. Benjamin Moore's relationship with each customer account is personal. Absent a formal writing signed by Benjamin Moore expressly stating otherwise, a customer account relationship lasts only as long as the relationship is in Benjamin Moore's and the customer account's mutual interests, and is therefore terminable upon written notice by either party, which notice shall not otherwise affect any of the obligations owing between the parties as at the time of such termination. Benjamin Moore reserves the right, in its sole discretion, to modify the policies stated herein. The Applicant shall notify Company, in writing, of any change in Applicant's information, including but not limited to changes in credit information of any type, business ownership, bank references and the like.

The Applicant 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. In the event of any dispute, the applicable law with respect to enforcement and interpretation in this and any other ensuing agreements entered between the Applicant and the Company shall be the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Applicant and the Company each irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. A facsimile or electronic copy of this document will have the same force and effect as the original document. The Applicant waives 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.

Authorized Signature:

Print Company Name: _____ Date: _____
 Signature: _____ Title: _____

Commercial or Residential Contractors:

(The following must be completed and signed by all commercial or residential contractors.)

The Applicant 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 Applicant further agrees that any controversy or claim arising out of or relating to these credit terms or breach thereof may be brought in the appropriate court selected by the Company. A facsimile or electronic copy of this document will have the same force and effect as the original document.

The Applicant waives 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 Benjamin Moore & Co. and hereby consents to and authorizes Benjamin Moore & Co. 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.

Principal Owner or All Partners:

Name: _____ Social Insurance #: _____
 Cell Phone #: _____ Email: _____
 Address: _____ Home Phone #: _____
 Spouse's Name: _____ Spouse's Social Insurance #: _____

Personal Guarantee: As an inducement to Benjamin Moore & Co. (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.

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 extensions of credit and other obligations made from time to time under this credit agreement, and notice from time to time of default in the payment of extensions of credit or other obligations of the Applicant to the Company; authorize and consent to the release and discharge of any other Guarantor 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 personal 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% per month (12% 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 costs of collection, including court costs and all expenses (except where prohibited by law) in the event collection becomes necessary.

In the event of any dispute, the applicable law with respect to enforcement and interpretation in this and any other ensuing agreements entered between the undersigned and the Company shall be the laws of the Province of Ontario and the federal laws of Canada applicable therein. The undersigned and the Company each irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. A facsimile or electronic copy of this document will have the same force and effect as 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 Benjamin Moore & Co. 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. The undersigned has been advised to consult its own legal advisors in connection with this guarantee.

You agree that from the date your submit your Credit Application and during the course of Company's relationship with you, the Company may collect, use and disclose the personal information in a manner consistent with the terms of the Credit Application and the Privacy Statement, attached hereto at Schedule A. I confirm that I have read the Privacy Statement and I agree to its terms.

This Guarantee shall remain in full force and effect until the Company shall have received written notice to make no further advances to the applicant. 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: _____
 Date: _____ Date: _____

SCHEDULE A - PRIVACY STATEMENT

You consent to the collection, use and disclosure of your personal information by Benjamin Moore & Co. (hereinafter, the "Company", "we", or "us") in a manner consistent with the terms of the Credit Application and this Privacy Statement, and as otherwise permitted or required by law. Personal Information shall include information about identifiable individuals, but does not include business contact information to the extent such contact information is used for purposes reasonably relating to your business.

We collect personal information about you from the following sources: (i) personal information you give us on applications or other forms; (ii) personal information you provide in the course of discussing your transactions with us; (iii) personal information from a consumer reporting agency.

You acknowledge and agree that the personal information contained in the Credit Application or that may be provided subsequently by you for the purpose of securing credit is true, correct and complete. You consent to Benjamin Moore & Co. (including subsidiaries, affiliates, agents and contractors of the Company, as well as the authorized dealer(s) designated by the Company) requesting and receiving credit and other financial information from a credit reporting agency, bank, bureau or other institution for the purpose of: (i) evaluating the application and the undersigned's eligibility for credit, (ii) management and administration of credit, and (iii) enforcing any of our rights. You hereby consent to any continuing and/or supplemental receipt of credit or other financial information throughout our relationship with you for the purpose of evaluating ongoing credit risk to us, pursuing any action and other reasons consistent with the terms of this Privacy Statement.

We may also use your personal information for the following purposes: (i) providing you with ongoing services, (ii) protecting you and us from fraud and error, and (iii) complying with regulatory requirements. You agree to sign any form of consent reasonably requested by us for the purposes indicated herein.

If you provide a reference to us, you consent to our collection of personal information from those references with us; such personal information may include financial and credit history information, as well as other information that goes to your character and our overall ability to assess your application for credit.

For purposes of ensuring the integrity of the credit reporting information we may share your financial and personal information with credit reporting organizations and financial institutions. There may be occasions when we wish to assign your debt and our rights and/or obligations to a third party. You consent to the use and disclosure of your personal information in connection with the assignment of your debt to third parties and to the ongoing collection, use and disclosure of your personal information by such third parties in a manner consistent with the terms of this Privacy Statement.

Benjamin Moore & Co. may work with third party financial entities to assess and, if successful, extend credit to you. You agree that we may disclose your personal information to these credit partners or their agents for purposes consistent with the terms of this privacy statement as if these third party credit partners were Benjamin Moore & Co.

Benjamin Moore & Co.'s headquarters is in the United States. As such, some of the collection, use and storage of your personal information by us and our service providers and partners will take place in the United States. Any Personal Information stored outside of Canada will be subject to the laws of jurisdiction in which the Personal Information is stored and those laws may be different than those in Canada. Without limiting the generality of the foregoing, government authorities in such foreign jurisdictions may have access to your Personal Information stored in their country.

You may also request access to your personal information file, ask questions about our privacy statements or report obsolete, incomplete or incorrect personal information about yourself by contacting us at: nationalaccounts@benjaminmoore.com, or write to us at: Benjamin Moore & Co., Limited, 8775 Keele Street, Concord, ON L4K 2N1 Attention: Canadian Financial Services Manager.