

Clement's Paint Inc.
8200 N. Interstate 35 Austin, Tx 78753
Phone: 512-351-9300 Email: accounting@clementspaint.com

COMMERCIAL CREDIT APPLICATION

DATE: _____

TO OUR APPLICANT:

We request that you complete the application fully and sign in the proper place. You may fax the application or otherwise deliver the original form to the above address.

(APPLICANT INFORMATION)

Firm's Full Legal Name _____ Phone No. _____

Physical Street Address _____ Cell No. _____

City _____ State _____ Zip _____ Fax. No. _____

P O Box _____ City _____ State _____ Zip _____

Email Address _____ Federal ID# _____

Person Responsible for Payment _____ Phone # _____

Date Business Started _____ If Incorporated, in what State _____ Est. Monthly Purchases _____

Tax Exempt? Yes No If yes, certificate must be attached to application to qualify. No. of Employees _____

Type of Business: Corporation _____, Partnership _____, Proprietorship _____, LLC _____, Limited Partnership _____

Business Category: (Example: Painter, Builder, Cabinet Shop, Etc.) _____

Place of Business: Do you Lease Rent Own

Do you work from: Shop Home

Require any of the following (PLEASE CHECK) Purchase Order # on Invoice Job Site / Address

Priceless Receipts for Employees Weekly Invoices Sent

Authorized Purchasers (Provide List) _____

CREDIT REFERENCES: (If more space is needed, please provide separate sheet)

Name	Account #	Phone No.	Fax No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PRINCIPAL OWNER OR ALL PARTNERS

Name _____ Social Security Number _____

Spouse's Name _____ Social Security Number _____

Phone No. _____ Email: _____

Street Address _____ Cell No. _____

City, State, Zip _____

Name _____ Social Security Number _____

Spouse's Name _____ Social Security Number _____

Phone No. _____ Email: _____

Street Address _____ Cell No. _____

City, State, Zip _____

Credit Terms

The information as set forth above is furnished for the purpose of requesting Clement's Paint Inc. (hereinafter called the Company) to grant and extend me/us credit for the purchase of merchandise on 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 credit terms of the Company:

Payments for materials charged on account are due in full by the 10th day of the month following the date on the invoice. An account balance will be considered delinquent if it remains unpaid 60 days from the invoice date. Delinquent accounts will be placed on hold and no further charges will be allowed until the account is brought current or paid in full.

All past due balances (balances outstanding in excess of 60 days from invoice date) are subject to an interest charge of 1 1/2% per month (18% annual percentage rate).

The undersigned agree(s), to pay any and all recovery fees and/or attorney's fees required for collection of the outstanding balance of this account, including court cost and other expenses (except where prohibited by law) in the event collection becomes necessary. The undersigned further agree(s) that any controversy or claim arising out of or relating to these credit terms or breach thereof shall be brought in the appropriate court in the State of Texas.

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 of : instructions to create no further transactions under the terms and conditions of this credit application, a change in business ownership, or changes of any type. A certified mail receipt for such notification shall be conclusive evidence of the said receipt of such notice. Facsimile copy of this document will have the same force and full effect of the original document.

Note - The undersigned individual(s) who is/are either a principal, partner, or guarantor 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 Clement's Paint Inc. and hereby consents to and authorizes Clement's Paint 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.

By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title or Capacity: _____	Title or Capacity: _____
Date: _____	Date: _____

PERSONAL GUARANTEE

In consideration of the Company extending a line of credit to the Applicant, I/we agree jointly and severally, to personally guarantee prompt payment, upon demand by the Company, of any and all debts owed to the Company by the Applicant named in this credit application. I/we fully understand and agree to be legally bound by all Credit Terms shown above in this credit application.

Print Name _____	Print Name _____
Signature _____	Signature _____
Social Security No. _____	Social Security No. _____
Date _____	Date _____

CREDIT DEPT USE ONLY!! (Leave these blank)

Account No. _____	Customer Class Code _____
Price Level _____	Outside Sales Rep Assigned _____
Store Manager Authorization _____	Store # _____
Credit Limit _____	Approved By _____ Date _____

(Optional) Customer Loyalty Rebate Program - 2024

We truly appreciate your business and continue looking for ways to partner with our dedicated customers. In addition to offering extended credit lines, we are proud to offer the following Customer Loyalty Rebate Program for 2024:

Clement's Paint will extend an optional **2% Cash Back** rebate program beginning February 1, 2024 to our credit account customers who would like to participate and can meet the payment qualifications at the end of the year. We know that many of our existing customers already meet the terms detailed below and your continued loyalty is very important to us.

To qualify for the Customer Loyalty Rebate, an account must meet and maintain the following conditions for the full calendar year (beginning 2/1/2024) with **no exceptions**:

- **FORM OF PAYMENT:** The account **MUST** be paid with either ACH, check, or cash. Payments made to the account by debit or credit card disqualify the account for its entire annual rebate. Any returned or unpaid checks (for any reason) also disqualify the account from rebate.
- **ON TIME PAYMENT:** The account balance **MUST** be kept current. All invoices are due to be paid in full on the 10th day of the month following the invoice date. Any invoice that remains unpaid or partially unpaid 60 days from the invoice date, meaning the open amount of that invoice contributes to your overall account balance, will disqualify the account for rebate.

If at any time within the 12-month calendar year, the account becomes out-of-line with the conditions described, the account's **rebate eligibility is void** until the next calendar year.

Rebate accrual and payout will be processed as follows:

- Rebate accrual begins upon the date of rebate program enrollment.
- 2% cash back rebate balance will be accrued on total 2024 pretax purchases through December 31st.
- Purchases which are disputed or involved in product failure claims will not count towards rebate accrual.
- Rebates will be paid by the end of December of 2024.
- Rebates will be paid via check to the principal account holder.

Check this box to participate in our Customer Loyalty Rebate Program!

By checking this box, I/we express a desire to participate in the Clement's Paint Customer Loyalty Rebate Program, and acknowledge that Clement's Paint Inc. reserves the right to modify, update, or otherwise change this program at will.

Company Name _____ Job Title _____

Print Signers Name _____

Signature _____ Date _____

(Optional) Marketing Consent Form - 2024

We're hoping to make 2024 a great year for our contractors. We'll be offering a variety of awesome benefits to customers like yourself, including rotating sales on products, special opportunities for cross marketing and referrals, at least two big events, and much more.

Fill out your information below and subscribe to our email and SMS lists to be the first to hear about new opportunities we can provide to you!

First Name _____ Last Name _____

Company Name (If Any) _____

Email Address _____ Phone Number _____

Check this box to subscribe to Clement's Paint email marketing!

By checking this box, I hereby give consent for Clement's Paint Inc. to use the information above to send me email marketing communications.

Check this box to subscribe to Clement's Paint sms/text marketing!

By checking this box, you hereby give consent for Clement's Paint Inc. to use the information above to send me SMS/text marketing communications.

Check this box to enroll in the Benjamin Moore rewards program!

By checking this box, I hereby give consent to Clement's Paint Inc. to enroll me in the Benjamin Moore rewards program. *Note: you will need to accept the rewards program invitation to begin accruing rewards points.*

Signature _____ Date _____

Any information contained in this form will not be used beyond the stated purposes or sold to any third parties. Enrollees can unsubscribe from Clement's Paint marketing communications at any time by clicking the "**unsubscribe**" link in our emails or by responding "**STOP**" to any SMS messages from Clement's Paint Inc.