Franklin Paint™

259 COTTAGE ST FRANKLIN, MA 02038 800-486-0304
www.franklinpaint.com

CREDIT APPLICATION

Billing Name_____ Phone_____
Billing Address/P.O. Box_____ Type of Business_____
City_____ State_____ Zip_____ Year business Started_____
Shipping Address_____ Proprietorship_____
City_____ State_____ Zip_____ Partnership_____
Names of Officers, Partners or Owners_____ Corporation_____
_____ State Incorporated_____
Fed. I.D. #_____

Home Office Location_____ Accounts Payable Contact_____
Taxable_____ Non-Taxable_____ Tax #_____ (submit copy)
Purchase Orders Required? Yes_____ No_____ Job Address Required? Yes_____ No_____
Other Customer Instructions_____
_____

Bank References: (Please give complete name, address and phone number)

Name:_____ Name:_____
Street:_____ Street:_____
City:_____ State_____ Zip_____ City:_____ State_____ Zip_____
Tel #:_____ Fax#:_____ Tel#:_____ Fax#:_____
Acct #:_____ Acct #:_____

List Current Suppliers with whom you have open accounts:

Name:_____ Name:_____
Street:_____ Street:_____
City:_____ State_____ Zip_____ City:_____ State_____ Zip_____
Tel #:_____ Fax#:_____ Tel#:_____ Fax#:_____
Acct #:_____ Acct #:_____

Name:_____ Name:_____
Street:_____ Street:_____
City:_____ State_____ Zip_____ City:_____ State_____ Zip_____
Tel #:_____ Fax#:_____ Tel#:_____ Fax#:_____
Acct #:_____ Acct #:_____

The Undersigned agrees to personally guarantee any credit extended to the Applicant pursuant to this Credit Application, and be primarily responsible for and liable to Franklin Paint Company Inc. in his individual capacity for payment of any outstanding debts incurred by the Applicant pursuant to this Credit Application. The Undersigned further understands and agrees to accept and agree to the Terms and Conditions of Sales set forth on the rear hereof and incorporated herein as part of the Credit Application agreement, both in his individual capacity and in his capacity as representative of the corporation.

Signature_____ Title_____ Date_____

ALL INITIAL ORDERS WILL BE CONDUCTED ON A C.O.D. BASIS UNLESS A COMPLETED CREDIT APPLICATION HAS BEEN FULLY PROCESSED – PROCESSING REQUIRES 30 DAYS. OUR PAYMENT TERMS ARE NET 30 DAYS.

~PLEASE COMPLETE AND FAX BACK TO (508) 528-8152~
OR EMAIL TO NORMA RESLEY (norma@franklinpaint.com)

The Credit Applicant ("Applicant") hereby agrees that all sales by Franklin Paint Co., Inc. ("FPC") pursuant to this Credit Application ("Application") shall be governed by the following terms and conditions and further agrees that all of the following terms and conditions are incorporated into said Application. Applicant further agrees that additional terms and conditions may be required by FPC as part of its purchase order at the time of each sale, and agrees to be bound by such additional terms and conditions.

Personal Guaranty. In accordance with the Guaranty contained in the Application, the Guarantor agrees to be liable to FPC for unpaid debts in his or her individual capacity. The Guarantor further agrees that he shall be primarily liable to FPC and there shall be nor requirement, expressed or implied, for FPC to attempt to obtain payment from the corporate applicant before seeking payment from the Guarantor. The Guarantor also agrees that Terms & Conditions contained herein or any additional terms & conditions imposed at the time of the sale are applicable to Guarantor to the same and fullest extent that such terms & conditions are applicable to Applicant.

Financial Responsibility. Sales and deliveries hereunder, shall at all times be subject to the approval of FPC's credit department; FPC may require advance payment of satisfactory security or guaranty that invoices will be paid promptly when due. If Applicant fails to comply with any terms of payment, FPC, in addition to its other right and remedies, but not in limitation thereof, reserves its right to withhold further deliveries, and any unpaid amount thereupon, shall become due immediately. If products ordered have been delivered to Applicant by FPC at the time of default, FPC may declare the full amount due and payable without notices or demand and may repossess said products. Repossession and disposition of equipment and suit for any deficiency shall be pursuant to applicable laws. The remedies provided herein in favor of FPC shall not be deemed exclusive.

Disclaimer of Consequential or other damages. Upon acceptance by the Applicant, or upon delivery to the Applicant's premises, the Applicant assumes all responsibility and liability for loss and damage resulting from the handling, storage or use of the goods which are supplied pursuant to this contract. The liability of FPC with respect to the goods supplied pursuant to this Application shall be limited to the purchase price of the goods with respect to which damages are claimed. FPC SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES RESULTING IN ANY WAY FROM USE OF DEOIVERY OF THE GOOD, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ALLEGED FOR DELAYED DELIVERY, SHORT SHIPMENT, HANDLING, STORAGE, CLAIMS OF DAMAGE TO PERSON OR PROPERTY AS A RESULT OF USE OF THE GOODS, FAILURE TO COMPLY WITH SPECIFICATIONS OF WHICH FPC DID NOT AGREE IN WRITING TO COMPLY WITH, OR ANY OTHER DAMAGES RESULTING FROM USE OF SUCH GOODS. APPLICANT AGREES TO DEFEND AND IDEMNIFY FPC FROM SUCH CLAIMS TO THE EXTENT THEY ARE MADE BY THIRD PARTIES.

Disclaimer of Warranties. FPC makes no warranties, whether or merchantability, fitness or otherwise, express or implied, concerning the goods supplies. Any recommendation made by FPC concerning the use of the goods are believed to be reliable. The Applicant agrees to inspect the goods supplied hereunder immediately after delivery and to give notice of any claim within ten (10) days of delivery. Failure to give notice in writing as specified constitutes an unqualified acceptance by the Applicant of such goods and a waiver of all claims with respect thereto.

Payment & Late Charge. Unless otherwise agreed to in writing by FPC, the terms of payment for goods supplied shall be thirty (30) days. For purposes of payment, each order shall be considered a separate contract and Applicant shall not be entitled to set-off claims on one order against payment of another order. The Applicant shall be subject to a finance charge of 1.5% per month (18% per annum) on balances more than 30 days old.

Legal Action-Applicant shall be responsible for all costs of collection of outstanding indebtedness and/or enforcement of FPC's rights under this agreement, including but not limited to attorney's fees and court costs. Applicant shall reimburse FPC for any and all litigation expenses FPC incurs as a result of an unsuccessful Applicant claim. The venue of the court for any litigation brought by the Applicant and/or FPC shall be the Commonwealth of Massachusetts and Applicant assents to the bringing of all legal actions solely and exclusively in Massachusetts.

Severablilty-In the event that any provision of this Application is deemed void by a court of competent jurisdiction in the Commonwealth of Massachusetts, the voided provision shall be deemed stricken and the remainder of the Application will remain in full force and effect and fully enforceable to the fullest extent permitted by law.

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