APPLICATION & TERMS OF SALE
PROPERTY MGMT/APARTMENT CALIFORNIA

Dunn-Edwards PAINTS
THE #1 CHOICE OF PAINTING PROFESSIONALS®

IMPORTANT INSTRUCTIONS New Account ❑ Update Account ❑ Name Change ❑

I/We are applying for:

❑ Cash Account
⇨Complete pages 1 & 3

❑ Charge Account (To open a Dunn-Edwards charge account)
⇨Complete first 4 pages
For questions, call (800) 537-4098: Cash (ext. 2522); Credit (ext 2532)

Completed applications may be (1) faxed to (323) 773-5592, (2) emailed to applications@dunnedwards.com, (3) mailed to our corporate office, or (4) taken into any Dunn-Edwards store for routing.

Mailing Address: Dunn-Edwards Corporation
Sales Administration
4885 E. 52nd Place
Los Angeles, CA 90058

▶ Commercial Account: Cash or Charge

ACCOUNT INFORMATION PLEASE PRINT LEGIBLY

Property Name

Property Address — Street | City | State | ZIP

Bill To Name

Bill To Address — Street | City | State | ZIP

Phone # | Other Phone # | Fax #

Owner Email Address ❑ **YES!** Please use my email address to send me periodic updates about Dunn-Edwards products and services.

Have you ever had a previous Dunn-Edwards Account #?
(If so, please write it in the box)

Previous Mgmt Co. | Number of Units

Total annual paint purchases $ | Est. annual purchases from Dunn-Edwards $

Do you use Purchase Orders? ❑ Yes ❑ Verbal ❑ Written ❑ No

Employees authorized to use your account — Full Name | Full Name

(Please submit additional names on a separate page)

POS Special Instructions

	MANAGEMENT COMPANY INFO	OWNER OF PROPERTY INFO
Name & Title		
Street Address		
City, State, ZIP		
Phone #		
Tax ID #		

D-E ONLY

Sales Rep. Name & #

Price Group *Paint:* *Sundry:* Classification

D-E Account #

▶ Charge Applicants: Please complete this page

BANK REFERENCES

PLEASE PRINT LEGIBLY

Bank Name		
Phone #		
Fax #		
Account #		
Type of Account		

TRADE REFERENCES

▶ PRIMARY SUPPLIERS

❑ **Benjamin Moore** Account # ____

❑ Sherwin-Williams Account # ____

❑ Vista Account # ____

❑ **PPG** (Glidden, ICI, Akzo Nobel) Account # ____

❑ Kelly Moore Account # ____ Store Location ____

▶ OTHER SUPPLIERS

Name	Account #	Phone	Fax

BACKGROUND INFORMATION

Residence Address ____

Own ❑ Rent ❑ How Many Years? ____ Monthly Rent/Mortgage Payment $ ____

If Account Is Used As Secondary Business — Your Employer ____ Years Emplyed ____

Nearest Relative/Friend Not Living With You — Name ____ Phone # ____ Address ____

ELECTRONIC INVOICE OPTION

To receive invoices electronically, enter the email address where invoices should be sent:

____ Turn off paper invoice? Yes ❑ No ❑

D-E ONLY

Requested Credit Limit ____ ❑ Equipment Only Amount ____

Date Received ____ Processed By ____ Date of Decision ____

Credit Risk Level ____ Credit Limit ____ Rating ____

SUMMARY TERMS OF SALE

▶ Dunn-Edwards Commercial Account

THE #1 CHOICE OF PAINTING PROFESSIONALS®

By signing this Application & Summary Terms of Sale (our ASTOS), and in consideration of any price reductions or credit terms that Dunn-Edwards may grant to Customer as a Dunn-Edwards cash account or standard charge account customer, Customer agrees as follows:

1. Our ASTOS and all purchases of products by Customer from Dunn-Edwards shall be subject to the Dunn-Edwards Terms of Sale (TOS), as presently in effect.Dunn-Edwards may modify our ASTOS and the TOS with respect to future purchases by Customer at any time and in its sole discretion by posting a modified version of this ASTOS and/or the TOS on Dunn-Edwards' website, www.dunnedwards.com. In the event of any conflict between our ASTOS and the TOS, the TOS shall prevail.

2. All information Customer has set forth on our ASTOS or otherwise is current, accurate, and complete, and that Customer will be purchasing products from Dunn-Edwards for business purposes. Customer shall be responsible to keep Dunn-Edwards updated on the list of Customer's employees who are authorized to charge on Customer's account. Customer authorizes Dunn-Edwards to investigate Customer's credit as well as any information provided by Customer from time to time, and to report activity and payment history on any purchases made by Customer to credit bureaus and other parties who may lawfully receive such information.

3. Dunn-Edwards shall determine which of Dunn-Edwards' discount programs (if any) Customer is qualified for in Dunn-Edwards' sole and absolute discretion. Further, Dunn-Edwards may, at any time and from time to time, in its sole and absolute discretion, and without thereby incurring any liability to Customer, (i) change the Dunn-Ed-wards discount program that is applicable to future purchases by Customer, (ii) eliminate or modify any Dunn-Edwards discount programs with respect to future purchases, and/or (iii) terminate Customer's entitlement to any discounts on any future purchases.

4. Dunn-Edwards shall be entitled to accept or reject Customer as a credit customer in Dunn-Edwards' sole and absolute discretion. Further, in the event that Dunn-Edwards accepts Customer as a credit customer, Dunn-Edwards may thereafter, at any time and in Dunn-Edwards' sole and absolute discretion, terminate Customer's status as such, in which event Customer shall thereafter be required to pay for all products at or before the time that Customer takes possession.

5. If Customer wishes to dispute the validity of an invoice for any reason (e.g., incorrect pricing, failure to deliver, etc.), Customer must notify Dunn-Edwards of the dispute within 60 days of the invoice date. Failure to notify Dunn-Edwards of an invoice dispute within 60 days will be deemed to be full acceptance of the invoice obligation by Customer.

6. Dunn-Edwards will apply all Customer payments received without a remittance advice to the oldest open invoices on Customer's account. If Customer's invoices are not past-due and Customer would like its payment to be applied to specific invoices, Customer must send the payment with a remittance advice or other information regarding how Customer would like Dunn-Edwards to apply Customer's payment.

7. Unless otherwise agreed by Dunn-Edwards in writing, any credit terms made available to Customer shall be as follows: 2% cash discount allowed, if paid by the 15th of the month following the billing date, net amount due end of that same month. Billing date is the end of each month. This is not a revolving account. The entire balance is due according to the applicable terms. In consideration of the extension of commercial credit by Dunn-Edwards, Customer agrees to the TOS, the ASTOS, and any other stated terms of sale and agrees to pay a service charge of 1.5% per month (or partial month), on any past due balance, plus cost of collection, including attorney fees and costs should legal action be required. Dunn-Edwards reserves the right to increase the amount of the service charge assessed on future past-due bills at any time upon written notice to Customer. Dunn-Edwards accepts the following forms of payment only: cash, credit card (MasterCard, Visa, Discover, and American Express only), wire transfer or ACH-EFT banking transactions, or, if approved by Dunn-Edwards verbally or in writing, personal or company check.

8. When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. If your payment is returned unpaid, you authorize us to collect a fee of $15.00 through an electronic funds transfer from your account. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Using information from your check (but not the check itself) to make a one-time electronic funds transfer from your account is often referred to as an "electronic check conversion".

9. In addition to electronic check conversion, your check may be processed as a check transaction through (i) an electronic check image exchange, (ii) a substitute check, or (iii) traditional paper clearing. As with an electronic check conversion, when your check is processed using an electronic check image exchange or substitute check, funds may be withdrawn from your account as soon as the same day we receive your payment, which is faster than a check is normally processed through traditional paper clearing. For each payment or check returned unpaid (whether returned under an electronic check conversion, an electronic image exchange, a payment by ACH/EFT, a substitute check, or traditional paper clearing), you authorize us to collect a fee of $15.00 from you.

10. By signing this application, Customer acknowledges that Customer has received complete copies of our ASTOS and the TOS and is obligated to comply with them. Additional copies of the TOS may be obtained by contacting Dunn-Edwards directly or by going to our website: www.dunnedwards.com

Printed Name			
Signature (required)			
Title			
Date			

THE ABOVE ASTOS MUST BE SIGNED AND DATED. IF A PARTNERSHIP, ALL PARTNERS MUST SIGN.

If a corporation or LLC of two (2) years or less or no commercial credit experience, then continuing personal guarantees are required from the principal owner(s).
Please sign below:

CONTINUING PERSONAL GUARANTEE AND AUTHORIZATION TO OBTAIN AND RELEASE CREDIT INFORMATION

The undersigned hereby jointly and severally personally guarantee and undertake to pay, as joint and several obligors with Customer, all obligations of Customer to Dunn-Ed-wards, whether now existing or hereafter created or incurred. Each of the undersigned also gives Dunn-Edwards explicit approval to investigate his/her personal credit through Experian and/or any other credit bureaus, and to report payment activity in respect of any obligations guaranteed by the undersigned to such credit bureaus and/or to any other persons or entities who may lawfully receive such information.

Printed Name			
Signature			
Social Security Number			
Date			

The ASTOS was last modified and is effective as of January 1, 2020.
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Dunn-Edwards Corporation
ASTOS CCPA Notice at Collection for California Consumers

THE #1 CHOICE OF PAINTING PROFESSIONALS®

This Dunn-Edwards Corporation ASTOS CCPA Notice at Collection for California Consumers (this "Notice") forms part of Dunn-Edwards Corporation's Application & Summary Terms of Sale ("ASTOS"), which is designed for execution by potential customers who wish to establish a commercial account with Dunn-Edwards. This Notice applies solely to indi-viduals who reside in the State of California ("consumers" or "you"). Dunn-Edwards Corporation ("Dunn-Edwards" or "we") is providing this Notice to comply with the California Consumer Privacy Act of 2018 (the "CCPA"), and any terms defined in the CCPA have the same meanings when used in this Notice.

INFORMATION WE COLLECT

Dunn-Edwards collects through its ASTOS or from its account holders certain information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("Personal Information," or "PI").

Personal Information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidenti-ality of Medical Information Act (CMIA) or clinical trial data; or
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We collect the following categories of Personal Information from consumers who fill out our ASTOS or thereafter transact business with us or engage in business communications with us (whether in relation to their accounts or otherwise):

CATEGORY OF PI	EXAMPLES OF PI COLLECTED	PURPOSE FOR PI COLLECTION
Identifiers	Name, title, address, Internet Protocol (IP) address, email address, account name, Social Security number, driver's license number, or other similar identifiers	Auditing related to interactions and transactions, de-tecting security incidents and protecting against fraud, debugging or repair of systems, short-term or transient use (for example, contextual advertising), providing ser-vices, internet tech research, quality and safety control, and other Business Purposes described in the Section entitled "Use of Personal Information" below
PI categories listed in the California Customer Records statue	Name, signature, Social Security number, address, tele-phone number, driver's license or state identifica-tion card number, contractor's license number, insur-ance policy number, employment, employment history, bank account number, credit card number, debit card number, or other financial information	We use this information for the same purposes as are listed above for Identifiers.
Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national ori-gin, citizenship, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), veteran or military status	Legal compliance, qualification for affirmative action programs or minority set-aside programs, and other Business Purposes described in the Section entitled "Use of Personal Information" below. If you seek to benefit from an affirmative action or minority set-aside program, we may collect information about protected classification characteristics to the extent required or permitted by law.

Commercial information	Records of personal property, products or services pur-chased, obtained, or considered, or other purchasing or consuming histories or tendencies	Short-term transient use (for example, contextual advertising), providing services, and other Business Purposes described in the Section entitled “Use of Personal Information” below
Internet or other similar network activity	Browsing history, search history, or information on a consumer’s interaction with a website, application, or advertisement	We use this information for the same purposes listed above for Identifiers.
Geolocation data	Physical location or movements.	Short-term transient use (for example, contextual advertising), providing services, and internal tech research, and other Business Purposes described in the Section entitled “Use of Personal Information” below
Sensory data	Audio recordings of customer service calls and CCTV footage	Detecting security incidents, protecting against fraud, quality and safety control, and other Business Purposes described in the Section entitled “Use of Personal Information” below
Professional or employment-related information	Current or past job history	We use this information for determining your credit limit or which type of account to give you, providing services and internal tech research, and other Business Purpos-es described in the Section entitled “Use of Personal Information” below.
Infernces draw from other Personal Information	Purchasing tendencies	Short-term transient use (for example, contextual advertising), providing services, and internal tech research, and other Business Purposes described in the Section entitled “Use of Personal Information” below

USE OF PERSONAL INFORMATION

We may use or disclose the Personal Information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that Personal Information to respond to your inquiry. If you provide your Personal Informa-tion to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.
- To provide, support, personalize, and develop our Website, products, and services.
- To create, maintain, customize, and secure your account with us.
- To make a determination regarding your application for credit or other proposed business relationship with us.
- To process your requests, purchases, transactions, and payments, and prevent transactional fraud.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our Website, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your Personal Information or as otherwise set forth in the CCPA.

- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Dunn-Ed-wards' assets, whether as a going concern or as part of a bankruptcy, liquidation, or similar proceeding, in which Personal Information held by Dunn-Edwards is among the assets transferred.

Dunn-Edwards will not collect additional categories of Personal Information or use the Personal Information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

PRIVACY POLICY

Our complete Privacy Policy can be found at https://www.dunnedwards.com/about/privacy-policy

CONTACT INFORMATION

If you have any questions or comments about this Notice, or the ways in which Dunn-Edwards collects and uses your Personal Information described herein, please do not hesitate to contact us at:

Phone: (888) DE PAINT (1-888-337-2468).
Website: https://www.dunnedwards.com/about/contact-us.
Postal Address:
Dunn-Edwards Corporation
Attention: Marketing
4885 E. 52nd Place
Los Angeles, California 90058

If you have a disability, contact us by any of the foregoing means to obtain a copy of this Notice and our Privacy Policy in another format.