

### The Sherwin-Williams Company Attn: Financial Shared Services Accounts Payable 4770 Hinckley Industrial Pkwy, Suite 40 Cleveland, Ohio 44109 Phone: 216-566-2297 Option 7 Fax: 216-263-3094

Email: <u>vmmteam@sherwin.com</u>

## **ELECTRONIC PAYMENT AUTHORIZATION FORM AND AGREEMENT**

The vendor/company described below ("Company") hereby authorizes The Sherwin-Williams Company, including any of its affiliates and subsidiaries (collectively, "Sherwin-Williams") to initiate payment through electronic funds transfer ("EFT") to Company's financial institution and account number set forth below pursuant to this Electronic Payment Authorization Form and Agreement ("Agreement").

\*\*\*For **Domestic** payments, complete boxes **1 and 2A**. \*\*\*For **International** payments, complete boxes **1 and 2B**.

Box 1

Box 2A

# SUPPLIER/COMPANY INFORMATION

| Supplier Name:                                      |  |  |
|---|--|--|
| Address:  |  |  |
| Tax ID No.:   |  |  |
| Vendor No. assigned by Sherwin-Williams (if known): |  |  |
| Contact Person Name:                                |  |  |
| Email address:                                      |  |  |
| Phone No.:         Fax No.:                         |  |  |
| Email Address for EFT payment support :             |  |  |

## FINANCIAL INSTITUTION INFORMATION

\*This section must be completed for domestic payments\*

| Bank Name:  |  |
|---|--|
| Address:  |  |
| City, State, Zip:   |  |
| Bank ABA/Transit Routing No.:   |  |
| Title on the account:   |  |
| Please provide copy of voided check along with completed form to help ensure accuracy |  |
|   |  |
|   |  |

 CCD
 (payment only...required for Personal bank accounts)

 CTX
 (payment plus addenda...required for vendors that bill via their invoice #)



| Box 2B             | <b>FINANCIAL INSTITUTION INFORMATION</b><br>**This section must be completed for international payments** |
|--------------------|---|
|                    |   |
| Currency:          |   |
| Beneficiary Acco   | ount Name:  |
|                    |   |
|                    |   |
|                    |   |
| SWIFT/B <u>IC:</u> | Transit Routing No.:  |
| Account No.:       | IBAN.:  |
| Sort Code:         | Other:  |
|                    |   |
| Intermediary Ba    | ank Information (if applicable):  |
| Bank Name:         |   |
|                    |   |
| _                  |   |
| SWIFT:             | Account No. (if applicable):  |
|                    |   |

<u>Please note: Effective 9/18/09 there are new processing requirements for electronic vendor payments</u> <u>that are being sent to a financial institution outside of the United States. If our payments to your</u> <u>company are being forwarded from a U.S. financial institution to a financial institution in another</u> <u>country, please complete the form on page 4 and return it with this agreement.</u>



#### Electronic Payment Authorization Form and Agreement Please read and sign/date to confirm your acceptance and agreement.

Sherwin-Williams will initiate EFT payments to Company based on the following terms and conditions:

- 1. Payments will be made in accordance with and governed by the National Automated Clearinghouse Association's Corporation Trade Payment Rules. Each party shall use reasonable care to keep information exchanged between the parties pursuant to this Agreement confidential.
- 2. The information provided in this Agreement is very important. Any change in the information must be communicated to Sherwin-Williams by an authorized representative of Company in writing at the address provided at the top of page 1 at least ten (10) business days prior to the next EFT payment. Sherwin-Williams will not be responsible for any loss which may arise by reason of error, mistake or fraud regarding this information.
- 3. Payment will be initiated within the payment terms of the applicable business agreement between Sherwin-Williams and Company. This Agreement neither expands nor diminishes the respective rights and obligations of the parties under such applicable business agreement. Payment will be considered timely made when Company's financial institution has received or has control of the payment transaction. This will generally occur within three (3) calendar days following initiation by Sherwin-Williams. If payment is initiated on a non-banking day at Sherwin-Williams' originating bank, the funds transfer will occur the following banking day. In all cases, banking day is defined as the day on which both parties' banks will be available to transmit and receive funds transfers.
- 4. Sherwin-Williams has the right to adjust future payments if previously made payments are found to be duplicate, in excess of requirements, fraudulent or in error.
- 5. Sherwin-Williams shall be responsible for making all payments pursuant to this Agreement and for any loss of payment prior to the point at which Company's financial institution receives or has control of the payment, except as provided in section 2 above. Any other loss shall be borne by Company unless the loss is due to sole negligence of Sherwin-Williams or its originating bank. Company should notify Sherwin-Williams immediately if payment is not received as described in section 3 above. Sherwin-Williams shall have a reasonable time (not to exceed ten (10) business days) thereafter to make said payment, and until the expiration of that period, Company agrees that it will not have or pursue any rights or remedies against Sherwin-Williams for any failure to make payment.
- 6. Neither Sherwin-Williams nor Company shall be liable to the other under this Agreement for any special, indirect or consequential damages, even if such party has been advised of the possibility of such damages. Each party shall bear the respective fees and other charges assessed by its financial institutions.
- 7. This Agreement can be terminated by either party at any time upon thirty (30) days prior written notice to the other party. Notwithstanding any such termination, this Agreement shall remain in effect as to all funds transfers that have been initiated by Sherwin-Williams and not cancelled prior to termination of this Agreement.
- 8. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio. Any notices, changes to information or termination of this Agreement must be sent in writing by Company to Sherwin-Williams at the address provided at the top of page 1. Any written notices to the Company shall be sent by Sherwin-Williams to the address provided on page 1.

Company Name: \_\_\_\_\_

Authorized Signature:

Type Name & Title: \_\_\_\_\_

Date:

Please return this completed Agreement to Sherwin-Williams at the address provided at the top of page 1.



# ACH IAT ADDENDA RECORD FORM

These fields are mandatory information fields if your company forwards payments made to you to a financial institution in another country.

| Record 710 | Foreign Payment Amount/Receiver's Name            |
|------------|---|
| Record 711 | Originator's Name and Street Address              |
| Record 712 | Originator's City, State, Zip code or Postal Code |
| Record 713 | ODFI Name/ID/Branch Country Code                  |
| Record 714 | RDFI Name/ID/Branch/Country Code                  |
| Record 715 | Receiver's ID Number/Street                       |
| Record 716 | Receiver's City/State/Country/Postal Code         |