



APPLICATION FOR BUSINESS CREDIT

Company Name: Office Ph. # Fax Ph. # Shop Ph#.

Billing Address: City: State: Zip: Shipping Address: City: State: Zip:

What county is your shipping address located in?

Type of Business: Date Started:

Number of Vehicles Operated: Trucks: Trailers: Purchased Orders Required? Yes No

Who to contact should a billing question arise? Name: Title:

Ownership Data: Corporation: Partnership: Individual:

Note: If you company is a subsidiary, give name of parent Co.:

Have you ever had an account with Tires First, Inc. before? Yes No If Yes, under what name?

IF CORPORATION, PLEASE COMPLETE:

State of incorporation: Year Incorporated:

Name of Principal owner:

Table with 3 columns: Full Name of Officer/Owners, Title, Check block if owner in company. Rows 1, 2, 3.

IF INDIVIDUAL OR PARTNERSHIP:

Social Security #: Drivers Lic. # Date of Birth:

Current Residence Address: City: St: Zip: (if different from above)

IF PARTNERSHIP, LIST FOLLOWING FOR ALL PARTNERS:

Table with 4 columns: Full Name, Address, Phone Number, Soc. Sec #. Rows 1, 2, 3.

TRADE CREDIT REFERENCES:

Table with 3 columns: Full Name, Address, Phone Number. Rows 1, 2, 3, 4.

BANK REFERENCE:

Bank Name:

City: State: Zip code:

NAME OF OFFICER: Phone #: ()

Type of Accounts: () Checking # () Savings # () Loan #

PAYMENT TERMS: Open account are due and payable on or before the 10th day of the month following the date of purchase. Accounts in default are subject to a late charge of 1 and 1/2 % per month. Everything I have stated in this application is correct to the best of my knowledge. You are authorized to check my credit and employment history and to answer questions about your credit experience with me. I agree to pay according to the terms stated hereon (including the Terms and Conditions stated on the reverse side of this document), and as those terms may be amended from time to time by Tires first, Inc. In the event of default, I agree to pay late charges, and all costs of collection, including reasonable attorneys fees.

APPLICANTS SIGNATURE: DATE:

SIGNED FOR:

COMPANY NAME

**TERMS AND CONDITIONS OF SALE
(Credit Application)**

1. Order based on specifications set forth in any quotation, are F.O.B. Seller unless otherwise specified. Prices quoted therein are subject to addition for federal, state or local taxes, and subject to change without notice.
2. Shipping dates are approximate and are dependent upon prompt receipt of all necessary information by Seller. Seller shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts, and for other causes beyond its reasonable control, and Seller shall not be liable for incidental or consequential damages arising from late delivery, or interruption to Purchaser's business.
3. All goods shall be installed by and at the expense of the Purchaser unless otherwise stipulated. Purchaser accepts responsibility for all losses occurring during installation.
4. The parties hereto acknowledge and agree that the Purchaser will pay the entire purchase price according to the terms stated on the reverse side. In the event the Purchaser defaults, the Seller may charge and collect a late charge of 1½% per month of the unpaid contract price. The Seller shall also be entitled to all costs of collection including court costs and attorney's fees in the event of the default by the Purchaser.
5. Tires First, Inc makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED, except of title. Any warranty extended to the Purchaser is that of the Manufacturer and not that of the Seller.
6. The Seller shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of customers of Purchaser for service interruptions. Any remedies of the Purchaser from the Manufacturer, if any, are exclusive. Seller shall have no liability with respect to any contract, or anything done in connection herewith such as the performance or breach hereof, or from the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under any Invoice whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise. Notwithstanding the foregoing, should any court of competent jurisdiction determine that this disclaimer shall be ineffective in whole or in part, Purchaser acknowledges and agrees that any recovery shall nevertheless be limited to the price of the goods upon which such liability is founded.
7. It is expressly understood that the title to the above-described goods shall not pass to the Purchaser but shall remain vested in and be the property of the Seller, or it's assigns, until the purchase price, late charge, and all other sums due hereunder have been fully paid. Each and all of the conditions and stipulations of any Invoice, including the time for making payments, shall be in and are of the essence hereof, and no agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by the holder hereof. It is expressly agreed that the property shall be and remain strictly personal property and retain its character as such.
8. For the purpose of enforcing the Seller's rights hereunder, the Purchaser authorizes Seller to enter on the premises, with or without notice, and remove the property, and hereby waives any action, or right of action, arising out of such entry and repossession.
9. Design, samples, drawings and specifications shall remain the Seller's property.
10. Parts returned for credit must be accompanied by the original Invoice. Parts returned after 24 hours are subject to a 20% restocking charge. Non-stock items may not be returned without prior authorization. No credit on cores allowed after 60 days.
11. The agreement constitutes the entire agreement between the parties, and may not be altered except in writing by the Seller and the Purchaser.

GUARANTY AGREEMENT

In consideration of the request of the undersigned that Tires First, Inc. ("Seller") in the attached Credit Application extend credit to the Applicant, the undersigned hereby unconditionally guarantees the Seller hereof, its successors and assigns, that all amounts shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or other wise, and in case of extension of time of payment in whole or in part, all of said sums shall be promptly paid when due, according to such extension or extensions, at maturity, by acceleration or otherwise, and the undersigned hereby consents that from time to time and without notice to the undersigned, payment of any sums may be extended in whole or in part by indulgence hereof, by note, or otherwise, all without release of liability on the part of the undersigned. The undersigned hereby waives presentment, demand, protest, and notice of nonpayment, and does hereby agree to all of the provisions of the Application, including, but not limited to, agreement to pay all costs of collection or securing or attempting to collect or secure amounts in default, including a reasonable attorney's fee. The undersigned further agrees that each and every term, condition and provision of the Application shall become a part of this obligation as if fully set out herein, and shall be obligated upon the undersigned as if the Application were executed by the undersigned as the primary and individual obligation of the undersigned.

It is agreed that the liability of each of the undersigned is several. In the event of the termination of this Guaranty as to any one or more of the undersigned, this Agreement shall continue in full force and effect as to the remaining Grantors. Undersigned agrees that Seller may enforce the terms of this Agreement without first bringing suit against Applicant or exhausting any other remedies which it may have against the Applicant.

Owner's Signature

Date

Witness: _____