



Tire Partners of Texas, LLC

New Customer Account Form

Business Name

Billing Address

City State Zip

Office Telephone

Cellular Telephone

Fax Number

Web Site, if applicable

REQUIRED: Please include a copy of your STATE SALES TAX EXEMPTION CERTIFICATE to avoid being charged sales tax.

Email Address for Invoices and Statements _____

Cash/Check Customer Only

Payment Terms (Customer Credit Application attached)

Federal Tax ID

Social Security Number

Customers who pay for their purchases in cash that exceeds \$10,000 in one transaction or a series of related transactions will have that cash payment reported to the Internal Revenue Service by us on IRS Form 8300. We will report to the IRS using the Federal Tax ID number provided above or the social security number reported by you above and you acknowledge that this is your correct tax number and you have provided this to Tire Partners of Texas LLC for their use in said filing.

Customer Signature _____

For Tire Partners of Texas, LLC Use Only

Customer Account Number

Sales Representative

Notes for Customer File

The undersigned personal guarantor(s), recognizing that his/her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Signature: _____

Printed: _____

Signature: _____

Printed: _____

Witness #1: _____

Witness #2: _____

ECOA NOTICE: *The federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Credit Applicants has the capacity to enter into a binding contract); because all or part of the Credit Applicant's income derives from any public assistance program; or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue NW, Washington, D.C. 20580*

All Owners, Members or Partners Must Sign:

_____ Date

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Check Mark for the Type of Business

| | |
|---------------------------|--|
| Individual | |
| Corporation | |
| Limited Liability Company | |
| Partnership | |

Tire Partners of Texas, LLC

Customer Credit Application

BILL TO:

SHIP TO:

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____

Phone _____

Business Type: _____ Sole Proprietor _____ Partnership _____ Corporation: State _____ LLC _____

How long have you
been in business:

_____ D&B Number: _____

Do you own or lease the building out of which you conduct business? _____ own _____ lease

Amount of monthly mortgage or lease \$ _____

Names/Addresses of Individuals or Partners or Name/Title/Phone Number of Corporate Officers

Name of Person to Contact Regarding Purchase Orders and Invoices, including Title, Address and Phone Number

Bank Reference

Account Number, Contact, Title, and Phone Number

Trade References: Company Name, Address, Contact and Title, and Phone Number

Tire Partners of Texas, LLC

Terms and Conditions for Extension of Credit

_____, applicant, agrees as follows:

Company Name

- 1) Applicant agrees to make payments on all invoices in accordance with the terms assigned to their account as shown on the face of each Invoice to the address of Tire Partners of Texas, LLC as shown on the Invoice. In the event that timely payment is not received by the due date of the Invoice, the applicant agrees to pay the outstanding balance plus interest and expenses on demand.
- 2) Applicant agrees that interest will accrue on any unpaid balance not remitted on time at the monthly rate of 1.5% or the maximum allowed by Texas state law, whichever is lower.
- 3) Applicant agrees to pay all reasonable attorney and collection fees incurred by Tire Partners of Texas, LLC in the remedying of the default or the enforcement of its rights.
- 4) Applicant agrees to pay a non-sufficient funds fee for any check returned to Tire Partners of Texas, LLC's bank, at the amount charged by said bank.
- 5) Applicant agrees to notify Tire Partners of Texas, LLC of any changes or anticipated changes in ownership that may occur from time to time.
- 6) Applicant agrees that shipment may be held, or otherwise not transported, if applicant's account is delinquent or the shipment would exceed applicant's established line of credit.
- 7) Applicant agrees that Tire Partners of Texas, LLC may cancel or revoke applicants line of credit if applicant fails to abide by the terms and conditions contained herein, or if applicant materially misrepresented facts used in the granting of the line of credit, or if applicant, or its parents, subsidiaries, affiliates, or owners, members, partners or officers file a petition in bankruptcy or if applicant or its parents, subsidiaries, affiliates, or owners, members, partners or officers is involuntary placed in bankruptcy.

In consideration of Tire Partners of Texas, LLC extending credit to applicant (hereinafter referred to as the "Company") we the undersigned, absolutely and unconditionally personally guarantee the full and punctual payment of any obligation of the Company and we hereby bind ourselves to pay Tire Partners of Texas, LLC on demand any sum including all costs of collection and reasonable attorney's fees which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. We do hereby waive notice of demand, protest or default and consent to any modification or renewal of the credit agreement hereby guaranteed. This guarantee shall be binding on guarantor's heirs, personal representatives, successors, and assigns, and shall insure the benefit of Tire Partners of Texas, LLC, its successors, heirs and assigns. Each guarantor also hereby waives any claim, right or remedy which such guarantor may now have or hereafter acquires against the Company that arises here under and/or from the performance by any guarantor hereunder including, without limitation, right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in claim, right of remedy of Tire Partners of Texas, LLC against the Company or any security which Tire Partners of Texas, LLC now has or hereafter acquires, whether or not such claim, right arises in equity, under contract by state, under common law or otherwise.

Customer Signature: _____