



## CHARGE POLICY

**Terms:** Tires Warehouse credit accounts are subject to Net 1st 10th terms, with the 25th day of the month being the last day of the purchasing period. All statements are mailed on the 26th of each month. Credit Cards are not an accepted form of payment on credit accounts. Accounts will be considered Past Due if payment is not received and posted by the 10th of the month. Accounts with Past Due balances will be restricted from accessing their credit line until such time as the account is no longer Past Due.

**Returned Checks:** The undersigned understands that all returned checks are subject to a \$60 NSF fee. In addition, any account balances created as a result of a returned check will result in service charges on the original invoice amount(s) as described hereafter.

**Service Charges:** All accounts which are Past Due shall incur a service charge of 1 ½ percent per month on the Past Due balance (18% APR). Service Charges will be assessed on the day which account balance becomes past due, and each month thereafter for which the balance remains unpaid.

**Collection Costs:** For any action instituted by Tires Warehouse to collect any amounts past due and unpaid, including service charges as assessed; applicant agrees to be responsible for all reasonable collection related expenses, to include any reasonable attorney fees necessary to collect any outstanding amounts.

**Change of Ownership:** Written notification stating change of ownership or termination of account is required 30 days prior to said event. Failure to furnish this written notification will obligate customer for any post ownership charges. Notification should be sent to Tires Warehouse, Attn: Accounts Receivable, 240 Teller Street, Corona, CA. 92879.

**Security Agreement:** The undersigned hereby grants Tires Warehouse an irrevocable security interest in all products and goods purchased by applicant from Tires Warehouse, and hereby authorizes Tires Warehouse to file such Uniform Commercial Code Filings as necessary to protect such security interest.

**Personal Guarantee:** The undersigned unconditionally and irrevocably guarantees the payment and performance obligations of the applicant that are created and incurred under this agreement.

**References:** The undersigned authorizes Tires Warehouse to obtain such information as may be required concerning the statements made in this application and agrees that the application shall remain the property, whether credit is granted or not, of Tires Warehouse. In addition, the undersigned understands that Tires Warehouse may contact credit reporting agencies, bank references, trade references and any other listed sources to verify said information. Furthermore, the undersigned authorizes and requests that provided references reply to credit inquiries from Tires Warehouse.

**Responsibility for Special Instructions:** The undersigned, on behalf of the applicant business, understands that responsibility is borne by the applicant to notify Tires Warehouse of any and all special instructions they so desire to place on their business's use of any credit line extended by Tires Warehouse. Such requests must be provided in writing at 1.) the time of this application, or 2.) 30 days prior to the effective date of the request. Tires Warehouse will determine if said request can be accommodated and notify the applicant business in situations where it cannot.

**Signature:** The undersigned warrants and represents that they have an ownership interest in the applicant business and are authorized to enter into this agreement on its behalf. Furthermore, the undersigned accepts the terms and conditions of this agreement and verifies that all information provided herein is complete, truthful and accurate.

**Requestor:**

<b>Print Name</b>	<b>Signature</b>	<b>Title</b>
		<b>Date</b>

**Witness:** As an agent of Tire's Warehouse, I attest that I have verified the identity of the Signor, and have confirmed their role as an Executive within the applicant business.

**Witness:** (TW Outside Sales Representative, or Sales Manager):

<b>Print Name</b>	<b>Signature</b>	<b>Title</b>
		<b>Date</b>

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Tires Warehouse Office Use Only

*Customer Number:* \_\_\_\_\_

*Credit Limit Approved:* \_\_\_\_\_

*Approved By:* \_\_\_\_\_

*Date:* \_\_\_\_\_



# Arizona Form 5000A

## Arizona Resale Certificate

- Use this form to purchase tangible personal property for resale in the ordinary course of business.
- Wholesalers must have a Transaction Privilege Tax ("TPT") or other state's Sales Tax License to purchase tangible personal property for resale.

This Certificate is prescribed by the Department of Revenue pursuant to A.R.S. § 42-5022. The purpose of the Certificate is to document the purchase of tangible personal property for resale in the purchaser's regular course of business. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. This Certificate shall be obtained from the purchaser at the time of the sale. Incomplete Certificates are not considered to be accepted in good faith.

A. Business Name and Address:		B. Check Applicable Box:	
Name	*TPT/Sales Tax License No.	<input type="checkbox"/> Single Transaction Certificate	
Address		<input type="checkbox"/> Period From _____ Through _____	
City	State	You must choose specific dates for which certificate will be valid not to exceed a 12 month period.)	
ZIP Code			
Vendor's Name			

**C. Precise Nature of Purchaser's Business:**

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**D. Description of Property Being Purchased:**

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**E.**  
**The following sales of tangible personal property do not require the purchaser to provide a TPT or other Sales Tax License (check appropriate box):**

- Sales to the U.S. government or its departments or agencies for resale (purchased directly by the Federal Government).
- Sales to an unlicensed Arizona School District for resale (purchased directly by the school district).
- Sales to a nonprofit charitable I.R.C. § 501(c)(3) organization for resale. (Attach I.R.S. determination letter to this form.)
- Sales to a nonprofit charitable I.R.C. § 501(c)(3), (c)(4), or (c)(6) organization associated with a major league baseball team or a national professional golfing association for resale. (Attach I.R.S. determination letter to this form.)
- Sales to a nonprofit charitable I.R.C. § 501(c)(3), (c)(4), (c)(6), (c)(7), or (c)(8) organization that sponsors a rodeo featuring farm and ranch animals for resale. (Attach I.R.S. determination letter to this form.)
- Sales to a nonprofit charitable I.R.C. § 501(c)(6) organization that produces, organizes, or promotes a cultural or civic related festival or event - for resale. (Attach I.R.S. determination letter to this form.)

**F. Certification**  
**A seller that has reason to believe that this Certificate is not accurate, complete, or applicable to the transaction may not accept the Certificate in good faith and the seller will not be relieved of the burden of proving entitlement to the exemption from tax. A seller that accepts a Certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption from tax as provided in A.R.S. § 42-5009. Subsequent use or consumption of the tangible personal property by the purchaser other than sale in the ordinary course of business will subject the purchaser to the Arizona use tax. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to A.R.S. § 42-1127(B).**

I, (print full name) \_\_\_\_\_, hereby certify that these purchases are for resale in the ordinary course of business and that the information on this Certificate is true, accurate and complete. Further, if purchasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

SIGNATURE OF PURCHASER \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_