

CHARGE POLICY

Terms: Tires Warehouse credit accounts are subject to 2% 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. Payments on account which are postmarked by the 10th of the month and received in our Accounts Receivable Department within two business days thereof will be subject to the 2% cash discount. Payments received thereafter will not be subject to cash discount. 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 to account 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 Inc, 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:

Print Name	Signature	Title
		Date

Witness: As an agent of Tires 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):

Print Name	Signature	Title
		Date

Tires Warehouse Office Use Only

Customer Number: _____

Credit Limit Approved: _____

Approved By: _____

Date: _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

- ìò This certificate is for the purchase from Tires Warehouse of the item(s) I have listed in paragraph 5 below.
- ìò I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
- èò Description of property to be purchased for resale: Tires and Automotive Accessories
- êò I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER	
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE	
PRINTED NAME OF PERSON SIGNING	TITLE
ADDRESS OF PURCHASER	
TELEPHONE NUMBER ()	DATE