

CREDIT APPLICATION

To be completed by all COD and Credit Customers



Please Print

LEGAL NAME AND ADDRESS OF APPLICANT	
<input type="checkbox"/> Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> S Corporation <input type="checkbox"/> C Corporation <input type="checkbox"/> LLC	
Name of Company or Individual _____	Federal ID or Social Security # _____
DBA _____	Physical Address or PO Box _____
City _____ State _____	Zip Code _____
Phone # _____ Fax # _____	Email Address _____
Accounts Payable Contact _____	Accounts Payable Phone # _____
Individual personally guaranteeing debt, if applicable _____	Personal Guarantor's SSN _____

All applicants are requested to supply the following credit information as fully and accurately as possible. Additional information or details may be requested by TIREHUB. If the signer for the Applicant will also be personally guaranteeing the debt, additional information may be requested. Please see the attached disclosure.

Trade References:			
Name	Contact Name	Phone #	Fax #

REQUIRED INFORMATION	
Year business started _____	Type of Business _____
Have you ever filed bankruptcy? Yes () No ()	If yes: Chapter _____ Date _____ Current Status _____
Will account be tax exempt? Yes () No ()	If yes, certificate "must" be attached.
Purchase Order Number Required? Yes () No ()	If yes, special billing requirements _____

READ CAREFULLY BEFORE SIGNING:

I certify the foregoing information has been supplied truthfully, accurately and voluntarily and therefore authorize TIREHUB to investigate my credit worthiness, credit history and financial responsibility through any credit bureau or by any other means, including direct with past and present creditors. If I am electing to personally guarantee the debt, I understand that an inquiry may be done on my personal credit, which can have an adverse effect on my credit score.

I further understand that payment terms are NET 30 (unless otherwise indicated on invoice) and I agree to make payment promptly in accordance with terms.

It is fully understood by the applicant on this application that I waive grace, demand, presentment, notice protest and consent that time of payment may or may not be extended without notice. The credit applicant herein indicated fully agrees to pay all interest or finance charges (not to exceed 18% annually) as stipulated on the invoice. It is specifically agreed and stipulated that if this matter consisting of unpaid supported by invoice and accrued interest charges is placed in the hands of an attorney or any other party for collection, through suit, probate, or bankruptcy proceedings, I agree to pay any and all reasonable fees, attorney's fees, and all costs as may be awarded in addition to the principle and interest due at the time of collection of payment or said principle and interest in full.

THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, OR AGE PROVIDED THE APPLICANT HAS THE CAPACITY TO CONTRACT. THE FEDERAL TRADE COMMISSION AND THE CONSUMER FINANCIAL PROTECTION BUREAU ADMINISTERS COMPLIANCE WITH THE ECOA.

Applicant's Printed Name & Title

Applicant's Signature

Also sign here **ONLY IF DEBT WILL BE PERSONALLY GUARANTEED**

Date

Office Use Only	
Customer/Location #: _____ / _____	
Limit Requested: _____	
Approved: _____	
Date: _____	

Customer certifies that all information in the Credit Application or submitted in support thereof is true and complete. Customer understands that TIREHUB LLC, is relying on such information in determining whether and on what terms to extend credit to Customer. For purposes of assessing creditworthiness, Customer authorizes TIREHUB LLC, and its affiliates to obtain independent credit reports and information from Customer's bank and trade credit references, and authorizes its bank and trade credit references to release information to TIREHUB LLC, and its affiliates. TIREHUB LLC, may provide reports and credit information on Customer to third-party credit reporting agencies as permitted or required by law. TIREHUB LLC, may, in its sole discretion, terminate or modify the amount or conditions of any credit extended to Customer.

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 applicant has the capacity to enter into a binding contract); because all or part of the 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 is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580. Within sixty (60) days of notice to Applicant that action has been taken on this credit application, Applicant may request a statement of the reason for the action. Requests must be made to TireHub LLC, Suite 13 1 Ravinia Way, Dunwoody, GA 30346.

STANDARD TERMS AND CONDITIONS OF SALE

1. **PRODUCTS.** The Products are intended solely for retail sale by Customer. These Terms are not a commitment to buy or sell any quantity of Products, but sets forth the terms and conditions that will apply if any such sales are made. All orders are subject to acceptance by TIREHUB LLC, . TIREHUB LLC, may require Customer to provide purchase orders, and Customer authorizes TIREHUB LLC, to rely on Customer's list of authorized buyers, if any. Customer agrees to pay for all goods delivered as ordered, even in the event that Customer's representative is not present to acknowledge delivery.
2. **PAYMENT.** Customer shall pay prices and associated charges applicable at the time an order is accepted, in accordance with these Terms and any additional terms and conditions in TIREHUB LLC, 's invoices. Unless otherwise agreed between the parties, payment in full is due upon delivery.
3. **PAYMENT TERMS APPLICABLE TO CREDIT CUSTOMERS.** For Customers purchasing on credit, as approved by TIREHUB LLC, and indicated on the applicable TIREHUB LLC, invoice, the terms of this paragraph apply. Unless otherwise provided on the applicable TIREHUB LLC, invoice, all payments are due Net 10 Prox (total statement balance is due the 10th day of the month following invoice date). No discounts for early payment. Customer agrees to pay all invoiced amounts, as and when due, including all applicable interest, finance charges, late fees, expenses, indemnification, reimbursement amounts and other amounts payable hereunder. Absent specific remittance instructions, payments and credits will be applied in such order and amounts as TIREHUB LLC, may determine in its sole discretion. Customer will remain responsible for all amounts payable to TIREHUB LLC, even if the Customer's credit account is terminated. Any invoiced amounts not paid when due will be subject to a finance charge equal to the lesser of the maximum rate allowed by law and a periodic rate of 1.5% per month (18% per annum), applied to the unpaid balance from the due date until paid. Notwithstanding any provision in this Agreement to the contrary, Customer shall not be obligated for interest exceeding the maximum amount permitted under applicable law. Any excess interest received will be credited to outstanding amounts payable hereunder and any balance will be refunded to Customer. Customer represents and warrants that Customer's credit account shall be used only in the conduct of its business, for commercial purposes as commercial trade credit, and not for personal, family or household purposes.
4. **PRODUCT WARRANTY; LIMITATIONS.** All Products are subject to applicable standard manufacturer's warranties. EXCEPT AS EXPLICITLY SET FORTH HEREIN, TIREHUB LLC, EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL TIREHUB LLC, OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONTINGENT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, DOWNTIME, OR SUBSTITUTION COSTS, WHETHER OR NOT TIREHUB LLC, WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
5. **CUSTOMER WARRANTIES.** Customer represents and warrants that: (a) Customer is a licensed commercial enterprise or governmental body; (b) Customer is purchasing the Products for retail resale purposes only; and (c) Customer shall comply with all federal, state, or municipal laws or regulations which are now or may become applicable to Customer's purchase or resale of Products. Customer agrees to display all required Product warranties and notices in accordance with manufacturers' policies and with all applicable laws.
6. **INDEMNIFICATION.** Customer agrees to indemnify TIREHUB LLC, against, and reimburse and pay TIREHUB LLC, on demand for, all losses, damages, costs, expenses, collection charges and attorney's fees (whether out of court or in litigation, including appeals and bankruptcy proceedings) incurred by TIREHUB LLC, : (a) in endeavoring to collect any amounts payable hereunder, or to enforce, protect or defend TIREHUB LLC, 's rights under these Terms; (b) in connection with any Customer checks returned for non sufficient funds (NSF) or otherwise, including all returned check fees permitted under applicable law; (c) as a result of Customer's breach of its warranties and representations made in these Terms; and (d) as a result of the negligent or willful actions or omissions of Customer.
7. **FORCE MAJEURE.** TIREHUB LLC, shall not be liable for any delay, damage or non-performance as a result of any cause or event beyond TIREHUB LLC, 's reasonable control, including an act of God, act of Customer, labor disputes or shortages, shortages or delays in transportation or raw materials, embargo, war, riot, defaults of common carriers, equipment failures, or delays in the performance of suppliers or subcontractors.
8. **TERM AND TERMINATION.** These Terms become effective when signed by Customer and will continue in effect for a one year term, and thereafter will automatically renew annually for additional consecutive one year terms, unless terminated as provided herein. These Terms may be terminated by either TIREHUB LLC, or Customer at any time by giving at least 30 days' prior written notice to the other party. If Customer fails to make any payment when due or to perform any obligation under this Agreement, TIREHUB LLC, may, at its option and without waiving or limiting any of its other rights or remedies under this Agreement or at law, declare all of Customer's indebtedness and obligations to TIREHUB LLC, to be immediately due and payable and may immediately terminate this Agreement by giving written notice to the Customer.
9. **MISCELLANEOUS.** These Terms contain the entire agreement of the parties regarding the subject matter described herein, and supersede all other representations, understandings, arrangements and prior agreements, whether written or verbal. Only TIREHUB LLC, and Customer have enforceable rights and remedies under this Agreement. TIREHUB LLC, 's rights under these Terms are cumulative. Nothing in these Terms shall be construed to make either party a partner, employee or agent of the other, and neither party has any authority to bind the other in any respect. Customer may not assign any of its rights or obligations under these Terms without the prior written consent of TIREHUB LLC, and any purported assignment is void. The Terms shall inure to the benefit and be binding upon the parties, their permitted assigns, heirs, successors, administrators, and executors. No change to the Terms shall be effective unless in writing, executed by an authorized representative of TIREHUB LLC, . Failure to require compliance with a part of the Terms is not a waiver of that part or any other part of these Terms. No term, provision or breach shall be deemed waived, unless such waiver is in writing and signed by TIREHUB LLC, . If any provision of these Terms is held to be illegal, invalid or unenforceable, the remaining provisions hereof remain in full force. The laws of the State of Delaware (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to these Terms, and all claims pursuant to these Terms shall be brought in the courts of Fulton County, Georgia. Customer hereby submits to the jurisdiction of the Georgia courts for purposes of adjudicating any action arising out of the Terms, and hereby waives, to the fullest extent permitted by law, any objection to the laying of venue therein. No suit or claim based on any cause of action, regardless of form (excluding suits or claims based on debts owing to TIREHUB LLC,) more than one (1) year after such cause of action accrued. CUSTOMER VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THESE TERMS OR AN ORDER HEREUNDER. In the event of a dispute arising out of or in connection with these Terms, the prevailing party shall be entitled to reasonable costs and attorney's fees. Any notice from TIREHUB LLC, of changes to these Terms will be deemed to have been properly given when sent to Customer by email or U.S. mail with first-class postage prepaid. All other notices under these Terms shall be submitted to Customer at the address listed on the applicable Order and to TireHub LLC, Suite 13 1 Ravinia Way, Dunwoody, GA 30346, by personal delivery or by registered or certified mail (postage prepaid, return receipt requested).

Customer's signature below constitutes its acceptance of these Terms. An electronic signature shall have the same validity and binding effect as a handwritten signature. The undersigned represents that he or she is authorized to sign this Agreement on behalf of Customer.