Credit Application Instructions:

Please complete the attached credit application. If your company is non-taxable, attach a copy of the appropriate documentation.

If the Personal Guarantor signature is not witnessed by a Jenkins Tire & Automotive associate, a copy of the signee’s Driver’s License must be attached or the signature must be notarized.

Upon completion of your Credit Application, please return it to Angela Hammonds via email, fax or mail. Contact information is listed below.

Jenkins Tire & Automotive
Attn: Angela Hammonds
PO Box 1388
Montgomery, AL 36102
(334) 265-0792
(334) 263-1328 fax
angela@jenkinstireandauto.com

If you have any questions, please do not hesitate to contact us. Thank you for your continued business with Jenkins Tire & Automotive.
Monthly Credit Line Requested: _________________

Business____________________________________ Date Business Opened _____________

Mailing Address____________________________________ Physical Address____________________

City________________________________________ State________ Zip_____________________

Business Phone________________ Mobile Phone________________ Fax_________________________

Federal ID #________________________ SS#________________________

State Tax#________________________ Exempt #________________________ Tax Exempt YES NO

Type of Business: Incorporation___ Partnership___ LLC___ Sole Proprietorship___ Building Personal Home___ Other___

List full names of officers and/or business owners:

1. Name__________________________Position________________ Home Phone________________
   
   Home Address________________________ SS#________________ DOB___________

2. Name__________________________Position________________ Home Phone________________
   
   Home Address________________________ SS#________________ DOB___________

3. Name__________________________Position________________ Home Phone________________
   
   Home Address________________________ SS#________________ DOB___________

List three principal suppliers with whom an account has been established for a minimum of three months and with whom
business has been transacted no earlier than one year to the date of this application:

Name__________________________Location________________ Phone________________

Name__________________________Location________________ Phone________________

Name__________________________Location________________ Phone________________

List bank and contact person:

Bank________________________ City/State____________ Contact Person________________ Phone________________

Bank________________________ City/State____________ Contact Person________________ Phone________________

Purchase Order Required: Yes_____ No_______ Email Address:__________________________________________

(Continued on page 2)
STANDARD TERMS AND CONDITIONS OF SALE

For the purposes of this Uniform Credit Application ("Agreement"). "Jenkins Tire & Automotive" means Jenkins Tire & Automotive, Jenkins Tires First LLC and/or all other affiliated companies.

1. Acceptance: All purchase orders are subject to approval and acceptance by an authorized representative of Jenkins Tire & Automotive. This Agreement contains the complete Agreement between Jenkins Tire & Automotive and Buyer/Customer, and Jenkins Tire & Automotive expressly limits its acceptance to this Agreement’s terms. Additional or different terms in the Buyer’s/Customer’s purchase order shall not be binding on Jenkins Tire & Automotive. To the extent these provisions are inconsistent with those contained in any other document, invoice, or contract, these terms and conditions will govern the entire transaction and dealings of the parties. Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach. Buyer/Customer may not assign this agreement without prior written consent of an authorized representative of Jenkins Tire & Automotive.

2. WARRANTIES: Jenkins Tire & Automotive warrants that its products conform to the description and specifications, if any. Use or installation of the product by Buyer/Customer or the Buyer’s/Customer’s representative constitutes the Buyer’s/Customer’s acceptance of conformity and Buyer’s/Customer’s acceptance of the product with all faults and as is. All other warranties of any type, express or implied, are excluded and disclaimed, including all implied warranties of merchantability or fitness for a particular purpose. Buyer/Customer expressly agrees that Jenkins Tire & Automotive shall not be liable for special, consequential or incidental damages arising or resulting from the breach of any of the terms hereof or from the sale, handling, installation, or use of any products sold, including but not limited to damages to property, damages for loss of use, loss of the time, delay, loss of time, delay, loss of profits or income. Buyer/Customer further agrees that Jenkins Tire & Automotive’s Liability for breach of warranty, breach of contract, negligence or otherwise, is expressly limited, at the option of Jenkins Tire & Automotive, to: (A) THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN, (B) THE REPAIR OF SUCH PRODUCTS OR SERVICES, OR (C) THE REFUND OR CREDITING TO BUYER/CUSTOMER FOR THE PRICE OF SUCH PRODUCTS OR SERVICES.

3. Estimating: A sales associate may provide an estimate for products and services as a service to Buyers/Customers. This estimate should not be considered a total job price/quantity.

4. Payment: Unless otherwise agreed in writing by an authorized representative of Jenkins Tire & Automotive, payment shall be made in accordance with the due dates as reflected on the invoices. The buyer should retain an option to use judicial (filing a lawsuit) or non-judicial (arbitration) proceedings to enforce a monetary obligation shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this agreement, including the filing of a counterclaim in a suit brought by Jenkins Tire & Automotive.

5. Modification: Buyer/Customer agrees that this Agreement and such other written agreements entered into and signed by Jenkins Tire & Automotive in connection with all purchase transactions shall constitute the entire agreement and understanding by the parties and comprises the complete and exclusive statement of the terms of the sale and cancels and supersedes any prior agreements, representations, statements, opinions and promises and shall merge herein all prior agreements, representations, negotiations and understandings whatsoever. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREOF SHALL BE BINDING UPON JENKINS TIRE & AUTOMOTIVE UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF JENKINS TIRE & AUTOMOTIVE.

6. ARBITRATION: ALL DISPUTES, CLAIMS OR CONTROVERSIES BETWEEN BUYER/CUSTOMER AND JENKINS TIRE & AUTOMOTIVE AND ITS EMPLOYEES, AGENTS, AND AFFILIATES WHICH ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE PARTIES THERETO OR THE RELATIONSHIPS RESULTING THEREFROM OR ANY RESULTING TRANSACTION OR RELATIONSHIP, SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION UNDER THE ARBITRATION RULES GOVERNING CONSTRUCTION CLAIMS THEN IN EFFECT. The arbitration hearing shall be conducted in Montgomery County, Alabama, or in the county of the Jenkins Tire & Automotive location that services the Buyer’s/Customer’s account. The parties agree that this Agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act. Judgment upon the award may be entered in any court having jurisdiction. Notwithstanding anything hereunto to the contrary, Jenkins Tire & Automotive retains an option to use judicial (filing a lawsuit) or non-judicial relief to enforce the monetary obligation owed by the Buyer/Customer to Jenkins Tire & Automotive. The institution or maintenance of a lawsuit by Jenkins Tire & Automotive to enforce a monetary obligation shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this agreement, including the filing of a counterclaim in a suit brought by Jenkins Tire & Automotive.

All signatories agree to allow Jenkins Tire & Automotive to inquire with the above-listed references and any other relevant sources regarding the credit-worthiness of those signing below, including the obtaining of a consumer report pursuant to the provisions of the Fair Credit Reporting Act. Invoices for materials and services provided to the Buyer/Customer will have due dates as reflected by the terms on the invoice. Invoices will be conclusively presumed to be accurate unless notice is given to Jenkins Tire & Automotive within three days of receipt of each invoice, but before installation and/or use of the product.

If there is any change in ownership or if the Buyer/Customer incorporates or otherwise changes business form, written notice shall be delivered by the Buyer/Customer to Jenkins Tire & Automotive. The Buyer/Customer shall remain liable for all credit purchases made until said written notice is given.

The Undersigned acknowledges and agrees to the Standard Terms and Conditions of Sale that appear on this Uniform Credit Application and agrees that he has read this document in full and knows and understands its contents.

______________________________
Buyer’s/Officer’s/ Customer’s Authorized Signature

______________________________
Title

______________________________
Date

I personally guarantee that I will be responsible for all charges made by the Buyer/Customer, and I agree to be bound by the Standard Terms and Conditions of Sale. Acceptance of payments from any other source shall not constitute a waiver by Jenkins Tire & Automotive of the requirements of this provision.

______________________________
Personal Guarantor

______________________________
Date

_______________________________________
Signature Verified By:
(Jenkins Tire witness, Driver’s License (attach copy) or Notary)

______________________________
Personal Guarantor

______________________________
Date

_______________________________________
Signature Verified By:
(Jenkins Tire witness, Driver’s License (attach copy) or Notary)