

**K&M TIRE CREDIT APPLICATION**

Mail To: P.O. Box 279, Delphos, Ohio 45833 or Fax To: 419-695-7989

Email Business Applications To: credit&collections@kmtire.com

Legal Name Of Business: \_\_\_\_\_

Trade Name (DBA): \_\_\_\_\_

Type Of Business:  C-Corp  S-Corp  LLC  Partnership  Proprietorship

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ County: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fed Tax ID#: \_\_\_\_\_

Manager's Name: \_\_\_\_\_ Year Started Business: \_\_\_\_\_

Accts. Payable Contact: \_\_\_\_\_ Purchase Order Required:  Yes  No

\*\*\*\*IF PROPRIETORSHIP, YOU MUST ATTACH A COPY OF YOUR DRIVER'S LICENSE, PASSPORT OR GOVERNMENT ISSUED ID\*\*\*\*

**List All Officers/Owners**

Name	Address	Phone	Soc. Sec. #	D.O.B

Have Officers/Owners previously done business with K&M Tire?  Yes  No If so, when and under what name? \_\_\_\_\_

Sales Tax Exempt:  Yes or  No (If "Yes" complete Blanket Certification of Exemption)

The undersigned hereby claims exemption to purchases of tangible personal property from K&M Tire on and after \_\_\_\_\_ and certifies that this claim is based upon that the purchaser's proposed use of the item purchased shown hereon:

**Reason For Claiming Exemption:** \_\_\_\_\_

This certificate shall continue in force until revoked and shall be considered a part of each order given to the above named vendor unless the order specifies otherwise.

Business Name \_\_\_\_\_ Purchaser's Printed Name \_\_\_\_\_

Date Signed \_\_\_\_\_ By signature and title \_\_\_\_\_

State Sales Tax ID#/Vendors Sales Tax License #:

Would you like to sign up for Weblink 2.0, K&M Tire's Online Ordering System?  Yes  No

If yes, please supply email address: \_\_\_\_\_

Would you like to sign up to receive your statements via email?  Yes  No

If yes, please supply email address: \_\_\_\_\_

**\*\*\*\* FOR C.O.D. ONLY PLEASE SIGN BELOW\*\*\*\***

In the event that we receive a returned check, you will be liable for the original amount of the check plus the sum of \$25.00, and/or for all cost and expenses, including attorney fees, that are accrued upon collection proceedings of the unpaid balance, whichever is greater including 2% interest earned per month on any unpaid balance. Credit card payments processed are subject to 2% of stated payment amount subject to state law. By signing this document, I the undersigned verify that all information contained herein is true and accurate to the best of my knowledge. Any falsification or omitted information gives the seller grounds to terminate business relations.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Salesperson Printed Name	Date
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\*\*\*\* FOR A CHARGE ACCOUNT PLEASE CONTINUE BELOW\*\*\*\*

Trade References, Current, and Previous:

Name Address City, State, Zip Code Phone & Fax # (Required)

The following ACCOUNT INFORMATION is required in order to properly evaluate your financial statements.

Number of Locations? Estimated Annual Purchases From K&M Tire?

If credit limit request is over \$25,000, copies of your two (2) most recent fiscal year end financial statements, including balance sheet and profit and loss statement, are required to process this Credit Application and will be required annually if an account is established. Please attach financial statements to this form or mark "Confidential" and mail to: K&M Tire Attn: Credit Department, P.O. Box 279 Delphos, Ohio 45833.

Terms and Conditions (must be signed in order to get an account)

In the event credit is extended, the applicant agrees as follows:

- 1. Applicant agrees to make payments of all invoices per terms of Net 10th prox. unless otherwise stated on the face of the invoice to seller's address and on any balances outstanding from time to time; in the event of a default of timely payment by the applicant to pay the outstanding principal balance plus accrued interest and expenses on demand as follows:
a. To pay interest on any unpaid balance not paid within the time provided by the invoice at the rate of 2% monthly or max. rate permitted by law.
b. In the event of default in the acceptance of goods or services ordered or in the payment for goods or services received, to pay all costs, expenses, including reasonable attorney's fees, incurred in remedying the default or the enforcement of any rights possessed by seller
c. Any check returned to seller as non sufficient funds will be charged an additional fee at the highest lawful rate
2. Shipments may be held if my account is delinquent or exceeds my established line of credit
3. Applicant agrees to provide seller with sixty (60) days notice of its intention to sell all of it's assets
4. Applicant agrees to pay 2% of stated payment amount for Visa, MasterCard, American Express and/or Discover credit or debit card purchases (Credit card fees charged subject to state law)

To secure payment and performance of all obligations Debtor hereby grants to Secured Party a continuing purchase money security interest in all inventory, equipment, and goods manufactured by or distributed by Secured Party, wherever located, now owned and hereafter acquired including but not limited to all Products distributed and sold by K&M Tire Inc.; and all proceeds from the sales thereof; and all existing or subsequently arising, accounts and accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Secured Party's purchase money security interest is explicitly limited to outstanding obligations between K&M Tire and Debtor.

By signing this document, I the undersigned verify that all information contained herein is true and accurate to the best of my knowledge Any falsification or omitted information gives the credit grantor grounds to terminate any and all charge privileges.

By signing this document, I the undersigned verify that all information contained herein is true and accurate to the best of my knowledge

By signing this document, I the undersigned understand that the Long Arm of the Law is applicable and conflicts will be resolved in the state of Ohio. Any falsification or omitted information gives the credit grantor grounds to terminate any and all charge privileges.

\*\*Photocopies will hold applicant liable for the same Terms & Conditions as stated in the Original Documentation\*\*

Owners, Partners, or Officers of the Corporation must sign below:

Printed Name Signature Date
Printed Name Signature Date
Printed Name Signature Date

In consideration of seller 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 you 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 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 to the the benefit of seller, its successors and assigns. Each guarantor also hereby waives any claim, right or remedy which such guarantor may now have or hereafter acquire against the [debtor]. . . .that arises here under and/or from the performance by any guarantor hereunder including, without limitation any claim, or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in claim, right of remedy of [creditor] against the [debtor] . . . or any security with the [creditor] now has or hereafter acquired, whether or not such claim, right arises in equity, under contract by state, under common law or otherwise.

The undersigned personal guarantor, 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.

\*\*Photocopies will hold applicant liable for the same Guarantee as stated in the Original Documentation\*\*

Printed Name Signature Witness #1
Printed Name Signature Witness #2

EOCA 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