

**CONFIDENTIAL CREDIT APPLICATION**

Dear Customer,

We appreciate the opportunity to supply your business with tires and custom wheels from our large selection of quality offerings.

Please expedite the process by filling out all forms completely enabling us to process this application in a prompt manner. Application must be filled out in its entirety unless you are requesting a "cash only" account.

If you are requesting a "cash only" account then you only need to complete Section 1 of the Credit Application & Sales Agreement page.

A signed resale certificate is required in all cases unless you opt to pay tax.

**TERMS:**

- **Terms are net first 10th**

Again, we thank you for the opportunity and we look forward to earning your business. We will notify you as soon as this application has been processed.

Thank you,

Wheels & Tires Direct

## Primary Trade References

Trade References (provide at least four references)

### Reference 1

Company Name: _____	Contact Name: _____
Address: _____	City: _____ State: _____ Zip: _____
Telephone & Area Code: _____	Fax & Area Code: _____
Email: _____	Account Number: _____

### Reference 2

Company Name: _____	Contact Name: _____
Address: _____	City: _____ State: _____ Zip: _____
Telephone & Area Code: _____	Fax & Area Code: _____
Email: _____	Account Number: _____

### Reference 3

Company Name: _____	Contact Name: _____
Address: _____	City: _____ State: _____ Zip: _____
Telephone & Area Code: _____	Fax & Area Code: _____
Email: _____	Account Number: _____

### Reference 4

Company Name: _____	Contact Name: _____
Address: _____	City: _____ State: _____ Zip: _____
Telephone & Area Code: _____	Fax & Area Code: _____
Email: _____	Account Number: _____

\_\_\_\_\_  
Name (Please Print) Title

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

## CUSTOMER TO COMPLETE

### RELEASE OF INFORMATION

In connection with this Credit Application and intended purchase from Wheels & Tires Direct, I the undersigned, authorize release on this date, of any related credit information to the below referenced account of Wheels & Tires Direct. Thank you for your cooperation.

Sincerely,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

## CUSTOMER'S CREDIT SOURCE TO COMPLETE

WE HAVE A RUSH ORDER! THANK YOU FOR YOUR PROMPT REPLY.

We have been given your name as a source of credit information by the Company that is listed above. We would appreciate whatever information you can furnish to enable us to judge their financial responsibility. **All information will be held in strict confidence.**

Account since: \_\_\_\_\_

Average Balance: Please note in category if 3, 4, 5, or 6 figures

Checking Account  Low  Moderate  Medium  High

Savings Account  Low  Moderate  Medium  High

High Credit Line: \$ \_\_\_\_\_

Now Owing: \$ \_\_\_\_\_

Type of Line: Secured or Unsecured \_\_\_\_\_

Secured by: \_\_\_\_\_

Returned checks? \_\_\_\_\_

Satisfactory Account? \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

# WHEELS&TIRES DIRECT

## CONFIDENTIAL CREDIT APPLICATION & SALES AGREEMENT

### SECTION 1

FOR CASH ONLY ACCOUNT, FILL OUT SECTION 1

#### GENERAL INFORMATION

Legal Company Name: \_\_\_\_\_ Business Trade Name (dba): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_  
Email: \_\_\_\_\_  
Business Structure:  Individual Owner  Partnership  Incorporated (state of) \_\_\_\_\_  
State Sales Tax Number: \_\_\_\_\_ Federal Excise Tax Number: \_\_\_\_\_  
Year(s) Business Established: \_\_\_\_\_ How long under present Management: \_\_\_\_\_  
Type of Business: \_\_\_\_\_

### SECTION 2

#### NAME OF OWNER, PARTNERS OR OFFICERS & TITLES, IF INCORPORATED

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Drivers license #: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Have you ever applied for bankruptcy?  Yes  No Date Filed: \_\_\_\_\_ State: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Drivers license #: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Have you ever applied for bankruptcy?  Yes  No Date Filed: \_\_\_\_\_ State: \_\_\_\_\_

### SECTION 3

#### BANK REFERENCE INFORMATION

Bank Name: \_\_\_\_\_ Telephone (with area code): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Bankers Name: \_\_\_\_\_ Checking Account #: \_\_\_\_\_  
From the above information, please establish an Open \_\_\_\_\_, COD \_\_\_\_\_ account with Wheels & Tires Direct in the amount of \$ \_\_\_\_\_

#### TERMS:

I understand that interest will be charged on past due balances at a rate not to exceed the state legal maximum or 1.5% per month, whichever is less. If I fail to pay all amounts when due, I understand I will be liable for all costs of collection, including without limitation, attorneys fees. The undersigned certifies to Wheels & Tires Direct that the above statements are true, accurate and complete to the best of personal knowledge. If the undersigned individual who is either a principal of the credit Applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history of the Applicant, hereby consents to and authorizes the use of a consumer report on the undersigned by the above named business credit grantor, from time to time as may be needed in the credit evaluation process.

\_\_\_\_\_  
(Name (Please print )

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# WHEELS&TIRES DIRECT

## PERSONAL GUARANTY

FOR AND IN CONSIDERATION, WHEELS & TIRES DIRECT, including any successors in interest, affiliated companies, subsidiaries, and/or assign ("CREDITOR"), extending at your request, an open account

Credit agreement to: \_\_\_\_\_  
(print name of buyer)

(hereinafter "BUYER"), the following named person or persons (hereinafter "GUARANTORS"):

1: \_\_\_\_\_, \_\_\_\_\_,  
Print name of Guarantor Social Security Number

Residing at: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and  
Address City County State Zip

2: \_\_\_\_\_, \_\_\_\_\_,  
Print name of Guarantor Social Security Number

Residing at: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and  
Address City County State Zip

Guaranty to CREDITOR the payment of all monies now or hereinafter due CREDITOR from BUYER under the following terms and conditions:

1. GUARANTORS personally, jointly, and severally guarantee to CREDITOR the prompt, punctual, and full payment as directed by CREDITOR either verbally and/or in writing.
2. If BUYER fails to pay CREDITOR any sum invoiced by CREDITOR, GUARANTORS agree to bind themselves to pay CREDITOR on demand any sum which may become due to CREDITOR by the BUYER. The obligations of GUARANTORS shall, at the election of CREDITOR by primary and not necessarily secondary to the obligations of BUYER, and CREDITOR shall not be require to exhaust its remedies against BUYER prior to enforcing it rights under the Personal Guaranty against the GUARANTORS. It is understood that this Personal Guaranty shall be a continuing and irrevocable guaranty for such indebtedness of the BUYER to CREDITOR.
3. GUARANTORS waive notice of default, non-payment, and notice thereof, and consent to any modifications or renewal of the Open Account Credit Agreement ("AGREEMENT") between CREDITOR and BUYER and guaranteed by this Personal Guaranty. Guarantors further waive all suretyship defenses or defenses in the nature thereof, generally. GUARANTORS shall not assign or delegates its rights and obligations herein without the prior written approval of CREDITOR, CREDITOR may assign, transfer or delegate its rights under this Personal Guaranty, to any party, at any time without notice to GUARANTOR or BUYER.
4. In the event that it becomes necessary to place any account guaranteed by this Personal Guaranty with an attorney and/or third parties for the collection of any unpaid balances, GUARANTOR agrees to pay all costs of collection, including pre-judgement reasonable attorney fees, collection costs, interest, post judgment attorney fees, interest, collection costs and all costs and fees related to any appellate proceedings, if applicable.
5. GUARANTORS agree that this Personal Guaranty shall be deemed to have been made in the United States in the State of Illinois and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Illinois, without reference to principles of conflicts of laws thereof. To the fullest extent permitted by law, GUARANTORS consent to submit to the jurisdiction of the courts of for the State of Illinois in connection with any action or proceeding arising from or related to this Personal Guaranty. The venue for all suits, counterclaims causes of actions and/or legal proceedings arising from or related to this Personal Guaranty shall be instituted and maintained, at CREDITOR'S discretion, in any court of competent jurisdiction in any counties in the State of Illinois.

\_\_\_\_\_  
(Name (Please print ) Title

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