



# COMMERCIAL CREDIT APPLICATION

## LES SCHWAB TIRE CENTERS AND AFFILIATED DEALERS

Doing the right thing matters.®

Account#	<input type="text"/>	Account Type	<input type="checkbox"/> C	<input type="checkbox"/> 30	<input type="checkbox"/> 90	<input type="checkbox"/> EP	Salesman	<input type="text"/>
Price\$	<input type="text"/>	Down Payment\$	<input type="text"/>	Approved By		<input type="text"/>		

<b>1.</b>			
Individual or Firm Name	Number of Years in Business	Phone	
Sole Owner	Partnership - State of Organization:	Corporation or Limited Liability Company - State of Organization:	
Street Address	City	State	Zip
Address of Principal Place of Business or Mailing Address	City	State	Zip
Federal Tax I.D. Number	Sales Tax Exempt Number	Federal Excise Tax Number	

<b>2</b>		
Authorized Purchasers, Agents or Buyers	<b>Buyer(s) hereby agree to provide written notice of any and all future revisions to, or additions of, authorized purchasers.</b>	
Purchase Orders Required?      Yes      No		
Controller/Payable Manager	<b>INCOME REFERENCE</b>	

<b>3</b>		
Bank Name & Address	Phone	
Account Type & Account Number	Savings Account	Checking Account
Bank Name & Address	Phone	
Account Type & Account Number	Savings Account	Checking Account

Are You Currently a Party to a Lawsuit?	Yes	No	Any Outstanding Judgments?	Yes	No	Ever Been a Debtor Bankruptcy?	Yes	No
Are You Listed with Dun & Bradstreet?	Yes	No	If yes, what jurisdictions, courts, and case numbers?					
Are You a Guarantor or Co-signer?	Yes	No						
Have You Any Other Major Liabilities?	Yes	No						
Do Creditors Offer You Skip Payments?	Yes	No						

Equipment Lender Name & Address	Monthly Payment	Account Balance
Equipment Lender Name & Address	Monthly Payment	Account Balance
Other Reference Name & Address	Monthly Payment	Account Balance
Other Reference Name & Address	Monthly Payment	Account Balance

<b>4</b>		
Principal/Officer & Title	Social Security Number	Driver's License Number
Home Address	Phone	Date of Birth
Principal/Officer & Title	Social Security Number	Driver's License Number
Home Address	Phone	Date of Birth

### Les Schwab Commercial Credit Plan and Security Agreement

- I. Les Schwab Tire Centers or its affiliated dealer (as applicable, "Seller") and the undersigned (any one or more, "Buyer") agree as follows: From time to time, Buyer intends to purchase goods, including but not limited to, tires, recapped tires, used tires, casings, wheels, rims, chains, batteries and other automotive products ("Goods") and services from Seller pursuant to this Commercial Credit Plan and Security Agreement ("Agreement"). All such purchases will be governed by the terms and conditions set forth in this Agreement. If more than one person signs or otherwise agrees to be bound to the terms of this Agreement, all obligations will be joint and several. Buyer agrees to pay Seller for all items purchased by Buyer.
- II. **Claims and Acceptance.** Buyer shall inspect the Goods promptly upon receipt. Claims respecting the condition of the Goods, compliance with specifications, or any other matter affecting Goods received by, or services provided to, Buyer must be made promptly and in no event later than twenty (20) calendar days after receipt of the Goods by Buyer or the furnishing of the services by Seller. Failure of Buyer to make a claim within such 20-day period shall be deemed an unqualified acceptance of the Goods or services by Buyer and waiver of any claims, including but not limited to breach of warranty. Buyer shall set aside, protect and hold such goods (without charge to Seller) without further processing until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such Goods. In no event shall any goods be returned, reworked, or scrapped by Buyer without the express written authorization from Seller. Repair or replacement of defective goods, or repayment of the purchase price, will be made only upon the return of the defective goods, which shall not be returned until Seller has consented thereto and has delivered to Buyer written shipping instructions.

- III. All decisions with respect to the extension or continuation of credit shall be in the sole discretion of Seller, Buyer shall be bound by all of the terms set forth in this Agreement, and any billing statement or invoice issued by Seller. Seller may terminate credit availability at any time, in its sole discretion.
- IV. **Billing Statements/Interest.** Seller will issue to Buyer monthly billing statements after the 25th day of each month for all balances owing. The monthly statement will set forth Buyer's total unpaid balance and minimum monthly payment, if applicable. All payments are due before the 15th day (20th day in California) of each month following a purchase. Buyer agrees to pay Seller not less than the applicable specified minimum monthly payment.
- V. Buyer may pay the total unpaid balance at any time without any prepayment penalty. If Buyer pays the total unpaid balance in full before Buyer's next monthly statement, Seller will not assess a **FINANCE CHARGE**. Buyer must pay the balance on the monthly statement in full before the fifteenth day (20th day after statement closing in California) of the month following a purchase, unless Seller has approved an extended credit option for Buyer as evidenced by a checked box (1) and/or (2) below. If Seller has approved such an option, and Buyer's total unpaid balance is greater than \$150.00 on Seller's statement closing date set forth on the monthly statement for such month, Buyer may instead pay:
  1.  At least \$150.00 or 1/3 of the amount due, which ever is greater and/or;
  2.  1/10 of the original purchase price or 1/10 the highest monthly statement balance, whichever is greater (or otherwise agreed); plus the monthly **FINANCE CHARGE** on the outstanding purchase price on a revolving basis.
  3. If no box is checked, Buyer will pay under the provision of Section V(1).

VI.

Important Disclosures	
<b>Annual Percentage Rate</b>	A fixed rate of <b>18.0%</b> (eighteen percent) per annum ( <b>0.04931%</b> daily periodic rate)
<b>Minimum Finance Charge</b>	\$0.50 or <b>18.0%</b> APR whichever is greater on average daily balance over \$10.00
<b>Grace Period</b>	If Buyer pays the total new balance on Seller's monthly statement before Seller's next statement closing date, no <b>FINANCE CHARGE</b> will be added to the new balance
<b>Finance Charge Computation</b>	Daily Balance (including new purchases)*
<b>Membership Fees (annual, periodic, maintenance and/or transaction)</b>	None
<b>Return Check Fee</b>	Up to \$20
<b>Late Payment Fee</b>	Up to \$15 (The amount of the fee varies by state**)
<b>Over Credit Limit Fee</b>	None

\*Seller will compute the **MONTHLY FINANCE CHARGE** as follows: Seller will take the beginning balance of my account each day, including any remaining balance owing from prior invoices, add any new purchases or charges, and subtract any payment(s) credit(s) (the "**Daily Balance**"). Seller multiply the Daily Balance by a daily periodic rate of **0.04931 percent** (the "**DAILY FINANCE CHARGE**", which is an **ANNUAL PERCENTAGE RATE OF 18.0 percent**). Seller will each day add the **DAILY FINANCE CHARGE** to my account. My **MONTHLY FINANCE CHARGE** will be the sum of the **DAILY FINANCE CHARGES** that accrue during the billing cycle.

\*\*The amount of the late payment fee varies by state as follows:

State	Late Fee
Alaska	Up to \$15
California	Up to \$10
Colorado	Up to \$15
Idaho	Up to \$15

State	Late Fee
Minnesota	Up to \$9.36
Montana	Up to \$10
Nevada	Up to \$15
North Dakota	Up to \$15

State	Late Fee
Oregon	Up to \$15
South Dakota	Up to \$15
Utah	Up to \$15
Washington	Up to \$15

State	Late Fee
Wyoming	Up to \$10

- VII. **Security Interest.** As security for the full and prompt payment and performance of Buyer's obligations under this Agreement and any other agreement between Buyer and Seller, including but not limited to payment for the Goods and services, Buyer hereby grants to Seller a security interest in all Goods sold by Seller to Buyer, including all accessions, parts, substitutions and additions to the Goods and all products and proceeds of the foregoing, including insurance proceeds (together, the "**Collateral**"). This security interest shall continue in all goods, even if Buyer has previously paid for the goods in full at any such time as Buyer has a balance owing. Buyer authorizes Seller to file any financing statements or other documents Seller deems necessary or advisable to perfect and continue its security interest in the Collateral. Upon Seller's request, Buyer will take any other actions that Seller deems reasonably necessary to perfect and continue Seller's security interest in the Collateral. Seller may file copies of this Agreement as a financing statement. Seller shall have, without limitation, all of the rights of a secured party under the Uniform Commercial Code, including but not limited to the rights of repossession, and foreclosure by public or private sale.
- VIII. **Term and Termination.** This Agreement will remain in full force and effect until termination (a) by written notice from either Buyer or Seller to the other as provided in this Section VIII; or (b) immediately by either party upon an Event of Default (defined below). Termination of this Agreement pursuant to written notice will be effective thirty (30) calendar days after the date such notice is mailed by first class mail, postage prepaid, by certified or registered mail, or by overnight delivery.
- IX. Until termination of this Agreement, Buyer must keep the Goods insured with adequate casualty insurance against all expected risks to which the Goods are exposed and those that Seller may reasonably designate. The policies must be acceptable to Seller. Buyer will comply with all laws affecting the Goods, pay all taxes and other assessments that may be levied against the Goods, and not permit any other liens, encumbrances or security interests to attach to the Goods without Seller's prior written consent, which may be withheld in Seller's sole discretion.
- X. **Events of Default.** The occurrence of any one of the following events will constitute a default (each an "**Event of Default**") under this Agreement: (a) Buyer fails to make any payment when due; (b) Buyer fails or neglects to perform, keep, or observe any other term, provision, condition, covenant, warranty, or representation contained in this Agreement for a period of ten (10) calendar days after written notice thereof given by Seller specifying the failure and requesting that it be remedied; (c) Buyer makes any false, untrue, incomplete, or misleading representation, warranty, schedule, report, or other communication to Seller in connection with this Agreement the above Commercial Credit Application ("**Application**"), or any transaction relating hereto; (d) a material adverse change occurs in Buyer's financial condition, or Seller believes the prospect of payment from Buyer, or Buyer's performance hereunder, is impaired; (e) Seller in good faith deems itself or the Collateral insecure; (f) any material loss or damage with respect to the Collateral occurs that is not covered by insurance; (g) any sale, transfer, relinquishment, voluntary or involuntary, by operation of law or otherwise, of any majority interest in the direct or indirect ownership, control, or active management of Buyer without prior written approval of Seller; or (h) the indictment of Buyer or any principal officer or manager of Buyer of any crimes which in the opinion of Seller may adversely affect the ownership, operation, management, or business of Buyer.

- XI. **Remedies Upon Default.** Upon the occurrence of any Event of Default, the non-defaulting party (a) will have all the rights and remedies afforded by this Agreement, at law or in equity, including without limitation the right to cease all sales or purchases of Goods and services to/from the defaulting party; and (b) may immediately terminate this Agreement. Without limiting the generality of the foregoing, after any Event of Default by Buyer, Seller shall have the right to, without limitation, accelerate the unpaid balance owing under this Agreement, without notice, and require that Buyer assemble the Collateral for repossession by Seller. If notice is required by law, notice shall be deemed reasonable if it is mailed at least ten (10) calendar days in advance to the latest address provided by Buyer.
- XII. **Attorneys' Fees and Costs.** If Seller retains an attorney to collect payments due from Buyer, or to otherwise enforce this Agreement, Buyer agrees to pay, in addition to all other amounts due to Seller, Seller's reasonable attorneys' fees, costs, and expenses, including such fees and costs as may be incurred in any appellate proceeding and proceedings related to issues unique to bankruptcy law.
- XIII. All of Seller's remedies shall be cumulative. Waiver by Seller of any breach of this Agreement shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right or remedy arising from any breach by Buyer shall not be deemed to be a waiver of such right or remedy.
- XIV. Buyer consents to receive future calls or text messages sent through an automatic telephone dialing system to the number provided in the Commercial Credit Application ("**Application**"). Buyer's consent to receive such future calls or text messages is not a condition of sale or pre-approval, and Buyer may opt-out of receiving such calls or messages at any time, by providing written notice to Seller
- XV. Seller may change the terms of this Agreement including, but not limited to, the APR and the method of computing the account balance to which the APR is applied, by mailing a notice of the change to Buyer as may then be required by applicable law.
- XVI. Buyer authorizes Seller to debit Buyer's account(s) for the face amount of a returned check and for the returned check fee, if returned unpaid.
- XVII. Buyer represents that all Goods and services purchased shall be solely for commercial use, and not for personal, family or household purposes.
- XVIII. **LIMITED WARRANTY.** Except as expressly set forth in writing and signed by Seller, Seller makes no warranties, express or implied, for any Goods or services. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE) FOR ANY GOODS OR SERVICES. To the maximum extent permitted by law, all such warranties are hereby disclaimed by Seller and waived by Buyer.
- XIX. **LIMITATION ON BUYER'S REMEDIES.** BUYER'S SOLE REMEDY WITH RESPECT TO ANY CLAIM ARISING OUT OF ANY PURCHASE OR SELLER'S PERFORMANCE THEREWITH INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ARISING OUT OF ANY DEFECT OR ALLEGED DEFECT IN ANY GOODS OR SERVICES FURNISHED BY SELLER, SHALL BE EXCLUSIVELY (AT SELLER'S SOLE OPTION) THE RIGHT OF REPAIR OR REPLACEMENT OF SUCH GOODS OR SERVICES, OR REPAYMENT OF THE PURCHASE PRICE THEREFOR. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SELLER BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST PRODUCTION, REGARDLESS OF WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The parties recognize that the pricing associated with the Goods and services reflects this allocation of risk and is the basis of the bargain between the parties. The foregoing limitations shall be valid and enforceable, notwithstanding any alleged failure of essential purpose of the limited remedies set forth herein.
- XX. Except as expressly provided in this Agreement, this Agreement may not be amended, modified, or changed other than by a written instrument that is signed by the party against whom enforcement of any such amendment, modification, or change is sought.
- XXI. If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions in this Agreement shall remain in full force and effect.
- XXII. This Agreement has been reviewed and negotiated by Buyer and Seller with the benefit of or the opportunity to seek the assistance of legal counsel, and shall not be construed against any party by presumption or rule of construction.
- XXIII. Buyer may not assign its rights or obligations under this Agreement without Seller's prior written consent, which consent will not unreasonably be withheld.
- XXIV. All representations made by Buyer in the Application and this Agreement are true, correct, and complete. Buyer understands that Seller will retain the Application and this Agreement, whether or not Buyer is approved for credit. Seller is authorized to check Buyer's credit history and to answer questions about or otherwise share Seller's credit experience with Buyer with inquirers for credit purposes. Seller's acceptance of this Agreement is conditioned upon credit approval, in Seller's sole discretion.
- XXV. If the application for credit is denied or if there is a denial of a request for an increase in business credit, Buyer has right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Seller within 60 days from the date that Buyer/Applicant is notified of Seller's decision. Seller will send the Buyer/Applicant a written statement of reasons for the denial within 30 days of receiving the Buyer/Applicant's request for the statement. The address and contact information for the Buyer/Applicant is as stated in the Application.
- XVI. The individual(s) signing the Application and Agreement warrant and represent that he or she is authorized to execute this document on behalf of Buyer, and bind Buyer to its terms and conditions.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PERSONAL GUARANTY**

Guarantors herein personally and unconditionally guarantee payment of all obligations now or hereafter owing by Buyer to Seller under the Agreement. Seller may proceed against any one or more of the guarantors without proceeding against Buyer or any collateral or pursuing any other remedy in Seller's power and may modify its agreements with Buyer, including the Agreement, without notice, presentment or demand to or consent of the guarantors. The guarantor also waives the right to any defenses based on the disability or other defense of Buyer or by reason of the cessation from any cause of the liability of Buyer other than full payment and, to the fullest extent permitted by law, the benefit of any statute of limitations. This is a continuing guarantee applicable with regard to all indebtedness incurred by Buyer prior to Seller's receipt of written notice from the guarantors terminating the applicability of this Personal Guaranty solely as to obligations incurred after such notice. The undersigned consents to Seller obtaining a consumer credit report on me/us for the purpose of evaluating the creditworthiness of me/us, in connection with the Application for commercial credit and the Agreement. If Seller retains an attorney to collect amounts due from Guarantor(s), or to otherwise enforce this Personal Guaranty, Guarantor(s) agree to pay, in addition to all other amounts due to Seller, Seller's reasonable attorneys' fees, costs, and expenses.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**See "In Case of Errors or Inquiries About Your Les Schwab Tire Center Bill" for important information regarding your right to dispute billing errors.**

**NOTICE: LES SCHWAB TIRE CENTERS CUSTOMER PRIVACY POLICY WE CONSIDER THE PRIVACY OF OUR CUSTOMER'S PERSONAL INFORMATION TO BE VERY IMPORTANT.**

- A. We do not sell personal customer information to anyone.
- B. We restrict access to information such as employment, income and social security number only to employees who need it to service applicants and customers of our credit program(s).
- C. We share customer information and our experience among our Les Schwab Tire Center affiliates or associated Member dealers to facilitate customer requested credit services between them.
- D. We share customer information and our experiences with consumer credit reporting companies who are regulated by the Federal Fair Credit Reporting Act (FCRA).
- E. We share customer information and our experiences with creditors who request it in writing and who confirm they hold the customer's written authorization to do so.
- F. We share customer information and our experiences with others as required by law including but not limited to a response to a subpoena or customer protection against fraud

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Important Disclosures	
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- VIII. **Term and Termination.** This Agreement will remain in full force and effect until termination (a) by written notice from either Buyer or Seller to the other as provided in this Section VIII; or (b) immediately by either party upon an Event of Default (defined below). Termination of this Agreement pursuant to written notice will be effective thirty (30) calendar days after the date such notice is mailed by first class mail, postage prepaid, by certified or registered mail, or by overnight delivery.
- IX. Until termination of this Agreement, Buyer must keep the Goods insured with adequate casualty insurance against all expected risks to which the Goods are exposed and those that Seller may reasonably designate. The policies must be acceptable to Seller. Buyer will comply with all laws affecting the Goods, pay all taxes and other assessments that may be levied against the Goods, and not permit any other liens, encumbrances or security interests to attach to the Goods without Seller’s prior written consent, which may be withheld in Seller’s sole discretion.



- X. **Events of Default.** The occurrence of any one of the following events will constitute a default (each an “**Event of Default**”) under this Agreement: (a) Buyer fails to make any payment when due; (b) Buyer fails or neglects to perform, keep, or observe any other term, provision, condition, covenant, warranty, or representation contained in this Agreement for a period of ten (10) calendar days after written notice thereof given by Seller specifying the failure and requesting that it be remedied; (c) Buyer makes any false, untrue, incomplete, or misleading representation, warranty, schedule, report, or other communication to Seller in connection with this Agreement the above Commercial Credit Application (“**Application**”), or any transaction relating hereto; (d) a material adverse change occurs in Buyer’s financial condition, or Seller believes the prospect of payment from Buyer, or Buyer’s performance hereunder, is impaired; (e) Seller in good faith deems itself or the Collateral insecure; (f) any material loss or damage with respect to the Collateral occurs that is not covered by insurance; (g) any sale, transfer, relinquishment, voluntary or involuntary, by operation of law or otherwise, of any majority interest in the direct or indirect ownership, control, or active management of Buyer without prior written approval of Seller; or (h) the indictment of Buyer or any principal officer or manager of Buyer of any crimes which in the opinion of Seller may adversely affect the ownership, operation, management, or business of Buyer.
- XI. **Remedies Upon Default.** Upon the occurrence of any Event of Default, the non-defaulting party (a) will have all the rights and remedies afforded by this Agreement, at law or in equity, including without limitation the right to cease all sales or purchases of Goods and services to/from the defaulting party; and (b) may immediately terminate this Agreement. Without limiting the generality of the foregoing, after any Event of Default by Buyer, Seller shall have the right to, without limitation, accelerate the unpaid balance owing under this Agreement, without notice, and require that Buyer assemble the Collateral for repossession by Seller. If notice is required by law, notice shall be deemed reasonable if it is mailed at least ten (10) calendar days in advance to the latest address provided by Buyer.
- XII. **Attorneys’ Fees and Costs.** If Seller retains an attorney to collect payments due from Buyer, or to otherwise enforce this Agreement, Buyer agrees to pay, in addition to all other amounts due to Seller, Seller’s reasonable attorneys’ fees, costs, and expenses, including such fees and costs as may be incurred in any appellate proceeding and proceedings related to issues unique to bankruptcy law.
- XIII. All of Seller’s remedies shall be cumulative. Waiver by Seller of any breach of this Agreement shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right or remedy arising from any breach by Buyer shall not be deemed to be a waiver of such right or remedy.
- XIV. Buyer consents to receive future calls or text messages sent through an automatic telephone dialing system to the number provided in the Commercial Credit Application (“**Application**”). Buyer’s consent to receive such future calls or text messages is not a condition of sale or pre-approval, and Buyer may opt-out of receiving such calls or messages at any time, by providing written notice to Seller
- XV. Seller may change the terms of this Agreement including, but not limited to, the APR and the method of computing the account balance to which the APR is applied, by mailing a notice of the change to Buyer as may then be required by applicable law.
- XVI. Buyer authorizes Seller to debit Buyer’s account(s) for the face amount of a returned check and for the returned check fee, if returned unpaid.
- XVII. Buyer represents that all Goods and services purchased shall be solely for commercial use, and not for personal, family or household purposes.
- XVIII. **LIMITED WARRANTY.** Except as expressly set forth in writing and signed by Seller, Seller makes no warranties, express or implied, for any Goods or services. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE) FOR ANY GOODS OR SERVICES. To the maximum extent permitted by law, all such warranties are hereby disclaimed by Seller and waived by Buyer.
- XIX. **LIMITATION ON BUYER’S REMEDIES.** BUYER’S SOLE REMEDY WITH RESPECT TO ANY CLAIM ARISING OUT OF ANY PURCHASE OR SELLER’S PERFORMANCE THEREWITH INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ARISING OUT OF ANY DEFECT OR ALLEGED DEFECT IN ANY GOODS OR SERVICES FURNISHED BY SELLER, SHALL BE EXCLUSIVELY (AT SELLER’S SOLE OPTION) THE RIGHT OF REPAIR OR REPLACEMENT OF SUCH GOODS OR SERVICES, OR REPAYMENT OF THE PURCHASE PRICE THEREFOR. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SELLER BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST PRODUCTION, REGARDLESS OF WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The parties recognize that the pricing associated with the Goods and services reflects this allocation of risk and is the basis of the bargain between the parties. The foregoing limitations shall be valid and enforceable, notwithstanding any alleged failure of essential purpose of the limited remedies set forth herein.
- XX. Except as expressly provided in this Agreement, this Agreement may not be amended, modified, or changed other than by a written instrument that is signed by the party against whom enforcement of any such amendment, modification, or change is sought.
- XXI. If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions in this Agreement shall remain in full force and effect.
- XXII. This Agreement has been reviewed and negotiated by Buyer and Seller with the benefit of or the opportunity to seek the assistance of legal counsel, and shall not be construed against any party by presumption or rule of construction.
- XXIII. Buyer may not assign its rights or obligations under this Agreement without Seller’s prior written consent, which consent will not unreasonably be withheld.
- XXIV. All representations made by Buyer in the Application and this Agreement are true, correct, and complete. Buyer understands that Seller will retain the Application and this Agreement, whether or not Buyer is approved for credit. Seller is authorized to check Buyer’s credit history and to answer questions about or otherwise share Seller’s credit experience with Buyer with inquirers for credit purposes. Seller’s acceptance of this Agreement is conditioned upon credit approval, in Seller’s sole discretion.
- XXV. If the application for credit is denied or if there is a denial of a request for an increase in business credit, Buyer has right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Seller within 60 days from the date that Buyer/Applicant is notified of Seller’s decision. Seller will send the Buyer/Applicant a written statement of reasons for the denial within 30 days of receiving the Buyer/Applicant’s request for the statement. The address and contact information for the Buyer/Applicant is as stated in the Application.
- XVI. The individual(s) signing the Application and Agreement warrant and represent that he or she is authorized to execute this document on behalf of Buyer, and bind Buyer to its terms and conditions.

See “In Case of Errors or Inquiries About Your Les Schwab Tire Center Bill” for important information regarding your right to dispute billing errors.

**NOTICE: LES SCHWAB TIRE CENTERS CUSTOMER PRIVACY POLICY WE CONSIDER THE PRIVACY OF OUR CUSTOMER’S PERSONAL INFORMATION TO BE VERY IMPORTANT.**

- A. We do not sell personal customer information to anyone.
- B. We restrict access to information such as employment, income and social security number only to employees who need it to service applicants and customers of our credit program(s).
- C. We share customer information and our experience among our Les Schwab Tire Center affiliates or associated Member dealers to facilitate customer requested credit services between them.
- D. We share customer information and our experiences with consumer credit reporting companies who are regulated by the Federal Fair Credit Reporting Act (FCRA).
- E. We share customer information and our experiences with creditors who request it in writing and who confirm they hold the customer’s written authorization to do so.
- F. We share customer information and our experiences with others as required by law including but not limited to a response to a subpoena or customer protection against fraud

## Your Billing Rights: Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What to Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

Les Schwab Tire Center Credit Department  
P.O. Box 5350  
Bend, OR 97708

You may also contact us via email: [creditservices@lesschwab.com](mailto:creditservices@lesschwab.com)

In your letter, please provide the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter:

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

Les Schwab Tire Center Credit Department  
P.O. Box 5350  
Bend, OR 97708

[accountservices@lesschwab.com](mailto:accountservices@lesschwab.com)

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.