



## **COMPANY CREDIT APPLICATION AND AGREEMENT**

We are glad that you have chosen to do business with Vision Wheel. Before we can approve your request for credit, we need you to fully and accurately complete our credit application. The information you provide will be held as confidential, except where disclosure of the information is reasonably necessary for us to collect on an unpaid account. You will be notified by mail or e-mail once your credit line has been approved. The typical response time for credit line applications is 24-48 hours. However, you may let us know if you need your application review expedited.

### **Please read carefully, this is a BINDING "CREDIT CONTRACT"**

As used herein, "Vision Wheel" shall mean, refer to and include Vision Wheel Inc., its subsidiaries, affiliates and successors-in-interest.

In consideration of the extension of credit by Vision Wheel, I understand and agree to the following terms and conditions:

1. Payments shall be due on a 30 days basis. Payments not made within 30 days of invoice will be subject to an additional recurring monthly charge equal to 1.5% per month of any outstanding unpaid balance.
2. Applicant is required to notify Vision Wheel of any change in ownership or control of its business within 30 days of the occurrence.
3. In the event that applicant fails to make timely payment as required hereinabove, then Applicant agrees to pay any and all costs of collection incurred by Vision Wheel, including but not limited to, reasonable attorney's fees and court costs.
4. Applicant agrees that any and all civil actions arising, in whole or in part, from this agreement or between Vision Wheel and Applicant shall be governed by the laws of the State of Alabama and jurisdiction and venue for all such civil actions shall lie exclusively in the Courts of Morgan County, Alabama or the Northern Federal District Court of Alabama.
5. Any and all return merchandise must have a RGA issued and be inspected by Vision Wheel before any refund or credit will be given.
6. Returned merchandise that is not deemed defective by Vision Wheel will be assessed a 20% restocking fee and applicant agrees to pay the re-stocking fee.
7. Vision Wheel, in its sole discretion, reserves the right to revoke and/or deny the further extension of credit to applicant at any time, with or without advance notice.
8. The individual executing this application on behalf of the applicant represents and warrants that he/she has full authority and power to bind the applicant.



**AUTHORIZED SIGNATORY IS REQUIRED!**

**Business Name/Applicant:** \_\_\_\_\_

D & B Number \_\_\_\_\_ FEDERAL ID # \_\_\_\_\_

Parent Company or Owner's Name: \_\_\_\_\_

Company Website: \_\_\_\_\_

**Billing Address:** \_\_\_\_\_ P.O Box \_\_\_\_\_

**Shipping Address:** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

Phone: (Area Code) \_\_\_\_\_ Fax: (Area Code) \_\_\_\_\_

Principals Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_

Name of Primary Sales Contact: \_\_\_\_\_

Email Address Sales Contact: \_\_\_\_\_

Name of Controller/Accounts Payable Contact: \_\_\_\_\_

E-Mail Address Controller/Accounts Payable Contact: \_\_\_\_\_

This Location since: \_\_\_\_\_ Type of business: \_\_\_\_\_

Buyer's Name \_\_\_\_\_

Buyer's E-mail Address: \_\_\_\_\_

Estimated Monthly Sales Volume:\$ \_\_\_\_\_

Yokohama Advantage member? If so what is your associate dealer number: \_\_\_\_\_



**Bank Name** \_\_\_\_\_ **Checking account#** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_

**Bank Contact Name** \_\_\_\_\_ **Email address** \_\_\_\_\_

**Trade Reference # 1** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**Trade Contact Name:** \_\_\_\_\_

**Trade Reference #2** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**Trade Contact Name:** \_\_\_\_\_

**Trade Reference # 3** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**Amount of Credit Requested: \$** \_\_\_\_\_

Do you have an order pending upon this credit approval? Yes  No

Name of the Vision Wheel Salesperson you place your order with: \_\_\_\_\_

Additionally, I hereby grant permission to Vision Wheel and all trade references and banks listed herein to disclose and discuss any and all information it deems reasonably necessary for Vision Wheel to investigate the information provided and evaluate the overall credit worthiness of applicant.

Furthermore, I hereby agree to indemnify, hold harmless and release Vision Wheel and all trade references and banks listed herein, along with the officers, directors, agents, employees and successors in interest of each, from any and all civil actions, damages, losses, costs or expenses that may arise, in whole or in part, directly or indirectly, from the discussion or disclosure of information to Vision Wheel for the purposes stated.

**SUBMITTED AND AGREED TO:**

\_\_\_\_\_ (signature)

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



By: \_\_\_\_\_ (printed name)

Its: \_\_\_\_\_ (official capacity)

**For Applicant**

### **Personal Guarantee**

For consideration given, the receipt and sufficiency of which is hereby acknowledged, and as an inducement for Vision Wheel to extend credit to the applicant, which is in the interest of or a benefit to the guarantor, the undersigned individual (also known as the "guarantor") hereby personally, absolutely, unconditionally and irrevocably guarantees the prompt and timely payment of any and all sums now or hereafter owed to Vision Wheel by the applicant, whether said sums are due under open account, contract or otherwise, and further guarantees the performance of any and all obligations, terms and conditions of that certain Company Credit Application and Agreement hereinabove executed by and between Applicant and Vision Wheel (hereinafter referred to as "Credit Agreement".)

It is understood and agreed that credit, if extended, may be on a continuing basis and may exceed estimated maximum credit limits stated in the credit agreement between Vision Wheel and the applicant. Vision Wheel shall not be obligated to notify the undersigned of the dates, charges or amounts of any such credit extensions. Payment shall be due to Vision Wheel from guarantor immediately upon demand, with or without notice to applicant. Guarantor and applicant shall be jointly and severally liable for all amounts due from applicant. The guarantor waives all rights of exemption under the constitution and laws of Alabama, and waives all rights of demand, protest, presentment, notice of extension, default, promptness, diligence, notice of dishonor, notice of protest and all other requirements that may be necessary to hold the guarantor liable for the same.

The guaranty shall continue in force until notice in writing, sent by registered/or certified mail return receipt requested is received by Vision Wheel. Said notice shall specify the date on which this guaranty is to be terminated. Said date shall not be less than seven days after such notice is received. Such termination shall in no way release the guarantor from liability on any sum or debt incurred prior to such termination.

Guarantor agrees to be responsible for and pay all costs incurred by Vision Wheel to collect amounts due under this agreement, including but not limited to, reasonable attorney's fees and courts costs. Guarantor and Vision Wheel agree that any and all civil actions arising, in whole or in part, from this agreement or between Vision Wheel and Guarantor shall be governed by the laws of the State of Alabama; and furthermore, that jurisdiction and venue for all such civil actions shall lie exclusively in the Courts of Morgan County, Alabama and/or the Northern Federal District Court of Alabama.



Date: \_\_\_\_\_ Name / Guarantor: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ SS# \_\_\_\_\_

Signature of person guaranteeing payment: \_\_\_\_\_

Name of Business/Applicant whose account is guaranteed: \_\_\_\_\_

**PLEASE SIGN AND FAX BACK WITH YOUR TAX RESALE FORM ASAP TO (256-350-6312)**

**No account can be open unless the sales and use tax number is available, if your state is sales tax exempt, please note this: \_\_\_\_\_**

You may also e-mail this application to: [dmorrison@visionwheel.com](mailto:dmorrison@visionwheel.com)