



**MICHELIN NORTH AMERICA, INC.**  
 ("MICHELIN")  
**APPLICATION FOR OPENING  
 A FLEET ACCOUNT**

DATE OF APPLICATION

CREDIT LIMIT REQUESTED **N/A**

SEGMENT **N/A**

COMPLETE LEGAL NAME OF COMPANY APPLYING FOR PROGRAM *(Please Print or Type)* NAME OF EXISTING MICHELIN FLEET PROGRAM: *(When applicable for affiliated companies.)*  
**CDTOA National Account Program**

STREET ADDRESS OF COMPANY OFFICE CITY STATE ZIP COUNTY

APPLICANT MANAGER NAME ACCOUNTS PAYABLE MANAGER NAME CHIEF FINANCIAL OFFICER NAME **N/A**

APPLICANT MANAGER PHONE NUMBER ACCOUNTS PAYABLE MANAGER PHONE NUMBER CHIEF FINANCIAL OFFICER PHONE NUMBER **N/A**

APPLICANT MANAGER FAX NUMBER ACCOUNTS PAYABLE MANAGER FAX NUMBER CHIEF FINANCIAL OFFICER FAX NUMBER **N/A**

APPLICANT MANAGER E-MAIL ADDRESS ACCOUNTS PAYABLE MANAGER E-MAIL ADDRESS CHIEF FINANCIAL OFFICER E-MAIL ADDRESS **N/A**

**BILLING INFORMATION:**

If there are multiple locations, please attach a roster of approved locations, including complete address, phone, fax and po structure.

<b>Will this company use the Mandatory Credit Card Program</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>  <b>Do you want invoices:</b> MAILED <input type="checkbox"/> <b>N/A</b> FAXED <input type="checkbox"/>  <b>Do you want invoices sent:</b> BILL-TO <input type="checkbox"/> <b>N/A</b> SHIP-TO <input type="checkbox"/> <b>N/A</b>	<b>Bill-to Address</b> (if different from above)			<b>Ship-to Address</b> (Location Eligible to Purchase)		
	LEGAL NAME OF COMPANY BEING BILLED			LEGAL NAME OF LOCATION PURCHASING TIRES		
	DBA NAME			DBA NAME		
	P.O. BOX			STREET ADDRESS		
	STREET ADDRESS					
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
	PHONE			PHONE		
FAX			FAX			

**ACCOUNT ADMINISTRATOR FOR MICHELIN INTERNET PROGRAMS | PURCHASING INFORMATION:**  
 | The following information is automatically provided:

ACCOUNT ADMINISTRATOR NAME <b>N/A</b>	<b>PLNA Program:</b> Written/Oral Purchase Order Number Vehicle Number Driver's Printed Name and Signature <b>TCAR Program:</b> Written/Oral Purchase Order Number Vehicle Make and Model Vehicle Number Vehicle Odometer Reading Driver's Printed Name and Signature Vehicle License Plate and State	<b>Do you have a set PO format</b> (such as two alpha characters with a dash and three numeric digits i.e. AB-123)? Yes: <input type="checkbox"/> No: <input type="checkbox"/> <b>N/A</b> If yes, please explain: _____ _____ _____
ACCOUNT ADMINISTRATOR PHONE NUMBER <b>N/A</b>		
ACCOUNT ADMINISTRATOR FAX NUMBER <b>N/A</b>		
ACCOUNT ADMINISTRATOR EMAIL ADDRESS <b>N/A</b>		

**ANNUAL TIRE UNIT PURCHASES**

AGRICULTURE	EARTHMOVER (Rim size equal to or greater than 25")	PASSENGER & LIGHT TRUCK (Rim size less than or equal to 16")	RETREADS	TRUCK (Rim size equal to 17.5" or greater not to exceed 25")

**SALES TAX EXEMPT**

NO  YES  (Note: Please attach a copy of exemption certificate(s) for each state. If no exemption certificate is attached, applicable sales tax will be charged.)

**AUTHORIZED SIGNATURES**

**Authorized signature of the Fleet Account constitutes a representation by the Fleet Account of the truth and accuracy of all statements on this Application and its express agreement to abide by all Conditions of Sale on the reverse side hereof.**

FLEET APPLICANT AUTHORIZED NAME <i>(Please Print or Type)</i>	MICHELIN FLEET ACCOUNT MANAGER NAME <i>(Please Print or Type)</i>	TITLE
FLEET APPLICANT TITLE	MICHELIN FLEET ACCOUNT MANAGER SIGNATURE	DATE
FLEET APPLICANT SIGNATURE	DATE	AUDIX CELL PHONE

**CREDIT INFORMATION**

Please attach the applicant's latest two (2) fiscal year end financial statements for Michelin's Credit and Business Development Group's processing. **N/A**

# MICHELIN NORTH AMERICA, INC. CONDITIONS OF SALE FOR PURCHASES THROUGH THE FLEET ACCOUNT PROGRAM

## 1. SCOPE OF PROGRAM

The Michelin North America, Inc. ("MNAI") Fleet Account Program is intended for purchases of MNAI products by individual fleets and their divisions and/or subsidiaries. MNAI products purchased through the Fleet Account Program shall be installed on equipment that is directly owned or controlled by the Fleet Account and its divisions and/or subsidiaries. Products once purchased by the Fleet Account shall not be resold. A Fleet Account shall not be composed of independent entities or individuals (i.e., buying groups) whose purpose for association is to make purchases as a Fleet Account. The Fleet Account understands that any deviation from the above could result in a violation of the U.S. Antitrust laws and will be grounds for immediate termination of the Fleet Account by MNAI.

## 2. DELIVERY

Since delivery of product is made directly by the Authorized MNAI Dealer ("Dealer") who accepts the order of the Fleet Account, MNAI shall not be liable for any loss suffered or costs incurred by the Fleet Account resulting, directly or indirectly, from failure or delay in shipment. MNAI shall, however, use commercially reasonable efforts to provide inventory to the Dealer in adequate amount to fill the order of the Fleet Account. However, MNAI shall not be liable for any losses or costs incurred by Fleet Account resulting, directly or indirectly, from failure or delay in shipment of MNAI products due, in whole or in part, to: (i) shortage of MNAI products or materials; (ii) interruption of transportation or utility facilities; or (iii) any cause beyond MNAI's reasonable control or without the fault or negligence of MNAI. MNAI may suspend performance of its obligations to fill Fleet Account orders, even if accepted, without obligation to Fleet Account during the occurrence of any excusable delay. Excusable delays shall include, but not be limited to, results from acts of God or public enemy, restrictions, prohibitions, priorities or allocations imposed by governmental authority, strikes or labor disputes, lack of or inability to obtain raw materials or supplies, floods, fires, earthquakes, epidemics, or unusually severe weather.

## 3. PAYMENT TERMS

\* MNAI may extend credit to Fleet Account for the purchase of MNAI products to the extent Fleet Account may be eligible under the applicable MNAI programs and consistent with the Fleet Account's credit capacity, as determined by MNAI from time to time, in its absolute discretion. Payment shall be made as set forth in the MNAI invoice. Notwithstanding any stipulation by Fleet Account to the contrary nor any allocations of debits or credits which MNAI may make on its monthly statement of account to Fleet Account, MNAI shall have the right to apply any payments made by Fleet Account or credits issued to Fleet Account as MNAI shall determine in its absolute discretion. In the event MNAI, in its absolute discretion, authorizes payment by credit card, all cash discounts are null and void. In the event timely payment is not received by MNAI, the Fleet Account shall pay all collection charges, including reasonable attorney's fees and interest at the maximum lawful rate.\* Fleet Account shall notify MNAI Customer Service Department in writing (including electronic mail) of any claims or disputes within 60 days of invoice or credit document date. If Fleet Account is claiming an exemption from any federal, state or local tax or environmental fee imposed on the sale or use of products sold under this agreement, an exemption certificate for the tax or fee must be on file with MNAI Customer Service Department prior to the claim. Failure to have the exemption certificate on file at the time of sale releases MNAI from any obligation to refund the tax or to support Fleet Account in seeking a refund. Should MNAI agree to refund the tax or support Fleet Account in seeking a refund on sales prior to MNAI having the exemption certificate on file, MNAI may impose a 25% service charge to cover its administrative costs. Fleet Account's failure to make payment in accordance with the terms of any invoice will constitute a material breach of these Conditions of Sale. In the event Fleet Account is delinquent in payment, MNAI shall have the right, without limitation on any other remedy otherwise available to it, to refuse shipment of any further MNAI products to Fleet Account. In addition to any right of setoff or recoupment provided by law, MNAI shall have the right to apply any amounts owed by MNAI (or any person or entity affiliated with MNAI) to Fleet Account (or any person or entity affiliated with Fleet Account) in reduction of any amounts due MNAI.

## 4. PRODUCT RETURNS

In the event the Fleet Account desires to return unused current production MNAI products purchased through MNAI's Fleet Account Program, the Fleet Account shall so advise MNAI in writing and inform MNAI of the location of the products. MNAI shall have the right to inspect such products and, at its sole discretion, may approve the return of the products by the Fleet Account, whereupon the Fleet Account shall ship the products, freight pre-paid, to the MNAI Dealer from whom they were purchased so that such MNAI Dealer can process a reverse delivery receipt and any and all other documentation required by MNAI. No tires may be returned directly to MNAI. Credit for products properly returned shall be issued at the net invoice price paid by Fleet Account, therefore, less any discounts, credits, allowances, and other benefits received by Fleet Account's current purchase price thereof, whichever is less.

## 5. WARRANTY

The products sold to Fleet Account are subject to MNAI's applicable standard Limited Warranty.

## 6. FINANCIAL AND OPERATING INFORMATION

If the Fleet Account wishes to avail itself of the MNAI Fleet Account Program for its divisions and/or subsidiaries as eligible to purchase products, Fleet Account agrees, as a condition of membership, to accept billing directly and provide a list of such divisions and/or subsidiaries to MNAI at the time of its application for membership, and thereafter in the event of any additions or deletions. The Fleet Account will be invoiced and shall be responsible for all such purchases on behalf of its subsidiaries and divisions, unless MNAI determines in its absolute discretion to extend credit to such entities. \* As a condition of membership, the Fleet Account shall provide two consecutive fiscal year-end financial and operating statements at the time of application. \* As a condition of continued membership in the MNAI Fleet Account Program, Fleet Account agrees to:

- Provide prompt notice in writing to MNAI of any substantial change in the ownership or management of Fleet Account and its subsidiaries and/or divisions.
- \*Provide MNAI annually with fiscal year-end financial and operating statements and such current information as MNAI may reasonably request via mail to Michelin North America, Inc. Attn: Fleet Credit Manager, One Parkway South, Greenville, SC 29615.\*
- Provide at the time of application a list of locations that may order products and thereafter send to MNAI Customer Service Department annually or as significant changes occur.
- Provide MNAI with any additions or deletions of billing and/or shipping locations within 60 days of change.

## 7. CONSTRUCTION, MODIFICATION, AND TERMINATION OF FLEET ACCOUNT MEMBERSHIP

These Conditions of Sale shall be governed and construed in accordance with the law of the State of South Carolina without regard to any conflict of laws provision. Either Party may terminate the Fleet Account relationship at any time for any reason by notifying the other Party in writing. However, the Fleet Account shall accept and pay for all MNAI products delivered or invoiced to the Fleet Account before MNAI receives or issues a written notice of termination. These Conditions of Sale, as they may be revised by MNAI from time to time at its sole discretion, shall apply to any purchases made by the Fleet Account pursuant to the MNAI Fleet Account Sales Program or any published revision in effect at the time of the purchase, all of which cumulatively constitute the complete agreement of MNAI and the Fleet Account. Any attempt by Fleet Account to vary in any way from this agreement (whether by additional, conflicting or different terms contained in any purchase order submitted by a Fleet Account or otherwise) is hereby expressly rejected by MNAI and the terms and conditions contained in this agreement only shall control. The specifications for tires and/or the prices charged therefore, as periodically offered under the MNAI Fleet Account Sales Program and/or North America Fleet Account Price List, are subject to change at any time at MNAI's sole discretion.

## 8. CONDITION OF CREDIT CARD PROGRAM

In the event the MNAI Fleet Account Program is extended for Mandatory Credit Card Program, all items apply except statements beginning and ending with \*.

### INSTRUCTIONS FOR SUBMITTING APPLICATION FOR FLEET ACCOUNT STATUS

All items, including required signatures, should be completed prior to submittal. The completed application and two consecutive fiscal year-end financial and operating statements should be mailed to: Michelin North America, Inc., Attn: Fleet Credit Manager, One Parkway South, Greenville, SC 29615.