



Dear New Customer:

We appreciate your business, and look forward to a long & growing relationship. We want to earn your continued patronage with Detroit Wheel & Tire.

To establish credit and get properly set up within our system we would ask that you complete the enclosed credit application and sales tax exemption form. Please return at your earliest convenience so that we can establish your account within our system and process subsequent orders.

For your convenience the attached forms can be mailed to the address below, scanned & emailed to ar@DetroitWheelandTire.com or faxed to (248) 585-9067.

If you need further assistance or have additional questions, please contact any member of our team at 248.545.8862.

Respectfully,

Edward D. Gorkes
President
egorkes@DetroitWheelandTire.com

Enclosures:
- Michigan Tax Certificate
- Credit Application



1027 East 14 Mile Road
Troy, MI 48063-4527
Phone: 877-233-8764
Fax: 248-542-2798
www.DetroitWheelandTire.com
ar@detroitwheelandtire.com



CUSTOMER ACCOUNT INFORMATION AND CREDIT APPLICATION & AGREEMENT

Date _____

A. APPLICANT

Legal Business Name _____
(List all Trade Names, DBA's and specify any Divisions or Subsidiaries)

Street Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Ship-to Address _____

Estimated Annual Sales _____ Person to contact about account _____

Amt. of Credit Req. \$ _____ Type of Business _____ How Long in Business _____

B. BUSINESS INFORMATION

FEIN (Federal Tax Identification No.) (if applicable) _____ or SS# _____

☐ Sole Proprietorship _____

☐ Partnership Partner _____

Partner _____

☐ Corporation/LLC (Circle one) President/Member _____ Vice President/Member _____

Secretary/Member _____ Treasurer/Member _____

☐ Other: LP / LLP / Joint Venture / Trust

Principal/Partner/Trustee _____

Principal/Partner/Trustee _____

Sales Tax Exemption Certificate: ☐ Yes ☐ No

Note: (If yes, tax certificate must be completed and signed)

C. BANKING INFORMATION

Bank _____ Phone _____

Address _____ City _____ State _____ Zip _____

Officer Contact _____ Acct. No. _____ Type of Acct. _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Signature

Date

D. TRADE REFERENCES (Please provide three references)

	<u>Name</u>	<u>Contact</u>	<u>Address</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize U.S. Wheel, Inc. to investigate all references and customary credit information sources including consumer credit reporting repositories (see Consent to Obtain Consumer Credit Report below) regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

CREDIT POLICY: Statements are rendered monthly. COD restrictions may be placed on any past due account.

CREDIT TERMS: All invoices are due as specified on each invoice. A service charge of one-and-one-half percent (1½%) per month, or eighteen percent (18%) per annum may be assessed on delinquent invoices but not to at any time exceed the highest legal rate of interest legally allowed.

VENUE: All amounts due for purchases are payable in U.S. dollars. It is further understood that this agreement is entered into in the state of Michigan county of Oakland and is governed by the internal laws (but not the conflict laws) of the state of Michigan, and you agree that any collection action or lawsuit of any type may be filed in any court of competent jurisdiction in Michigan, in U.S. Wheel, Inc.'s discretion.

CHANGE OF OWNERSHIP: I/We understand that we must notify U.S. Wheel, Inc. in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established , within thirty (30) days of the date such change is effective.

COLLECTION AND ATTORNEYS' FEES: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorneys' fees, and/or costs of collection whether suit is filed or not.

CERTIFICATE OF USE: I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

AUTHORITY OF SIGNATURE AND TITLE

The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions:

Firm Name _____

By _____ Title _____

By _____ Title _____

Personal Guarantee

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by U.S. Wheel, Inc. to _____ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to U.S. Wheel, Inc. the full and prompt payment by _____, of all obligations which Guarantor presently or hereafter may have to U.S. Wheel, Inc. and payment when due of all sums presently or hereafter owing by Guarantor to U.S. Wheel, Inc. Guarantor agrees to indemnify U.S. Wheel, Inc. against any losses U.S. Wheel, Inc. may sustain and expenses U.S. Wheel, Inc. may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guarantee against guarantor. This shall be a continuing guarantee. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to U.S. Wheel, Inc. written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or 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.

Sign Name

Print Name

Date

Witness (Signature)

Witness (Print Name)

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the 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 law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with U.S. Wheel, Inc., recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by U.S. Wheel, Inc. as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

Sign Name

Print Name

Date

Michigan Sales and Use Tax Certificate of Exemption

INSTRUCTIONS: DO NOT send to the Department of Treasury. Certificate must be retained in the seller's records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE

☐ A. One-Time Purchase

Order or Invoice Number: _____

☐ C. Blanket Certificate

Expiration Date (maximum of four years): _____

☐ B. Blanket Certificate. Recurring Business Relationship

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. ☐ All items purchased.

2. ☐ Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1. ☐ For Lease. Enter Use Tax Registration Number: _____

2. ☐ For Resale at Retail. Enter Sales Tax License Number: _____

The following exemptions DO NOT require the purchaser to provide a number:

3. ☐ Agricultural Production. Enter percentage: _____%

4. ☐ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).

5. ☐ Contractor (must provide *Michigan Sales and Use Tax Contractor Eligibility Statement* (Form 3520)).

6. ☐ For Resale at Wholesale.

7. ☐ Industrial Processing. Enter percentage: _____%

8. ☐ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization.

9. ☐ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994.

10. ☐ Rolling Stock purchased by an Interstate Motor Carrier.

11. ☐ Qualified Data Center

12. ☐ Direct Pay - Authorized to pay use tax on qualified transactions directly to the State of Michigan under Account Number _____.

13. ☐ Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name		Type of Business (see codes on page 2)
Business Address	City, State, ZIP Code	
Business Telephone Number (include area code)	Name (Print or Type)	
Signature and Title	Date Signed	

Instructions for completing *Michigan Sales and Use Tax Certificate of Exemption (Form 3372)*

Purchasers may use this form to claim exemption from Michigan sales and use tax on qualified transactions. It is the Purchaser's responsibility to ensure the eligibility of the exemption being claimed. All claims are subject to audit. Non-qualified transactions are subject to tax, statutory penalty and interest.

Sellers are required to maintain records, paper or electronic, of completed exemption certificates for a period of four years. Michigan does not issue "tax exempt numbers" and a seller may not rely on a number for substitution of an exemption certificate. Other documentation that sellers in the State of Michigan may accept are the Uniform Sales and Use Tax Certificate approved by the Multistate Tax Commission, the Streamlined Sales and Use Tax Agreement Certificate of Exemption, the same information in another format from the purchaser, or resale or exemption certificates or other written evidence of exemption authorized by another state or country.

SECTION 1:

Place a check in the box that describes how you will use this certificate.

- A) Choose "One-Time Purchase" and include the invoice number this certificate covers.
- B) Choose "Blanket Certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser.
- C) Choose "Blanket Certificate" and enter the expiration date (maximum four years) when there is a period of more than 12 months between sales transactions.

Print the vendor's name and address in the area provided.

SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

SECTION 3:

Place a check in the box that applies and provide the additional information requested for that exemption. The exemptions listed are the most common. If the exemption you are claiming is not listed use "Other" and enter the qualifying exemption.

SECTION 4:

Use the number that describes your business or explain any other business type not provided.

01	Accommodations	10	Utilities
02	Agricultural	11	Wholesale
03	Construction	12	Advertising, newspaper
04	Manufacturing	13	Non-Profit Hospital
05	Government	14	Non-Profit Educational
06	Rental or leasing	15	Non-Profit 501(c)(3) or 501(c)(4)
07	Retail	16	Qualified Data Center
08	Church	17	Other
09	Transportation		

Print the name of the business, address, city, state and ZIP code. Sign and provide your title (i.e. owner, president, treasurer, etc.). Provide your printed name and date the certificate.

THE COMPLETED CERTIFICATE MUST BE RETAINED IN YOUR RECORDS IN THE EVENT OF AN AUDIT.

DO NOT SEND THIS EXEMPTION CERTIFICATE TO THE DEPARTMENT OF TREASURY.