THE GOODYEAR TIRE & RUBBER COMPANY
NATIONAL ACCOUNT PROGRAM – ENROLLMENT APPLICATION
ANHEUSER-BUSCH – WHOLESALER PROGRAM

PROFILE:

WHOLESALER NUMBER _____

LEGAL BILLING NAME _____

BILLING & PHYSICAL ADDRESS _____

CITY, STATE & ZIP CODE _____

PHONE _____

FAX _____

ANNUAL TIRE & SERVICE PURCHASES $_____

CONTACT – ACCOUNTING _____

EMAIL ADDRESS _____

SIGNATURE & TITLE _____

THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE PROVIDED THE APPLICANT HAS THE CAPACITY TO CONTRACT. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH ECOA.

REQUIRED INFORMATION:

1) **MUST** ATTACH SIGNED COPY OF **NATIONAL ACCOUNT PURCHASE AGREEMENT**

2) ARE YOU SALES TAX EXEMPT YES____ NO____

IF YES, PLEASE FAX OR E-MAIL A COPY OF YOUR EXEMPTION CERTIFICATE TO GOODYEAR

METHOD OF RECEIVING INVOICES;

1) RETRIEVE INVOICES FROM OUR FREE WEB-SITE WWW.TIRE-HQ.COM

2) RECEIVE INVOICES VIA EMAIL. PROVIDE HERE: _____

ALL QUESTIONS PERTAINING TO PRODUCTS, PROGRAM OR REQUIRED DOCUMENTS, PLEASE CONTACT:

JOHN THOMSEN, FLEET SOLUTIONS SALES MANAGER
E-MAIL: john_thomsen@GOODYEAR.COM
PHONE: 636-577-8689 FAX: 636-410-7735

PLEASE SCAN AND EMAIL OR FAX THIS ENROLLMENT APPLICATION, TAX DOCUMENTS IF APPLICABLE AND NATIONAL ACCOUNT PURCHASE AGREEMENT TO THE ACCOUNT MANAGER ABOVE.

PAYMENT TERMS:

2% 1ST 20TH PROX. FOR EXAMPLE, ANY INVOICES BILLED IN THE MONTH OF OCTOBER, PAYMENT MUST BE RECEIVED BY NOVEMBER 20TH IN ORDER TO RECEIVE THE CASH DISCOUNT. DISCOUNT APPLIES TO TIRES RETREADS ONLY (NOT SERVICE) AND IS COMPUTED ON THE INVOICE.

Revised: 08-12-16

NATIONAL ACCOUNT PURCHASE AGREEMENT

(this "Agreement") between The Goodyear Tire & Rubber Company, an Ohio corporation having a place of business at Akron, Ohio, 44316 ("Seller"), and

_____

located at _____ ("Buyer").

In consideration of their mutual promises, obligations and undertakings set forth herein, the parties hereby agree as follows:

1. Seller agrees, subject to availability from Seller or its participating authorized supply points, to sell to Buyer, subject to Seller's standard warranty, and Buyer agrees to buy, the following items of Seller merchandise and services under terms and conditions set forth herein: automobile and truck tires and related mechanical services. **Seller's standard warranty is in lieu of all other warranties, including any warranty of merchantability or fitness for a particular purpose.**

2. The items covered by this Agreement may be delivered to the Buyer (or authorized representative) by any authorized Seller supply point upon presentation of identification and authority to buy satisfactory to Seller or such supply point. Purchases under this Agreement are for application to Buyer's owned or leased vehicles, or vehicles operated solely for use in the conduct of Buyer's business, and are not to be made available to employees for use on their personal vehicles.

3. Although Buyer is not obligated under this Agreement to make minimum purchases, in the event Buyer does not purchase at least $100,000 of Seller manufactured product and related merchanical services hereunder during any rolling 12-month period, Seller, at its option, may terminate this Agreement under conditions set forth in Section 12 below.

4. Subsidiaries of Buyer approved by Seller (check one) □ are □ are not authorized to make purchases under this Agreement. All such purchases will be subject to the terms and conditions of, and applicable to Buyer under, this Agreement.

5. If Buyer issues its own credit cards or other purchase authorization, to representatives of Buyer, its subsidiaries, its lessees and/or affiliates, Buyer agrees to pay for merchandise delivered in accordance with such authority to all such card holders in accordance with the terms and conditions of the billing therefor. It is Buyer's responsibility to remove such credit cards or other forms of purchase authorization from its representatives, its subsidiaries, its lessees and/or affiliates. Buyer understands that it is Buyer's responsibility to pay for all purchases made with such credit cards and/or authorizations whenever presented to an authorized Seller supply point.

6. All invoices hereunder will be delivered to Buyer at its address set forth above or other mutually agreed address for billings; provided that such invoices may, if and to the extent from time to time mutually agreed, be delivered by electronic data interchange or Internet transmission. Upon failure of Buyer to make any payments when due, Seller may, at its option, cancel this Agreement or defer additional shipments until overdue accounts have been paid. Seller may at its discretion, decline to make deliveries except by check or other payment method satisfactory to Seller .

7. Seller's prices for merchandise and services covered hereby shall be Seller's applicable prices in effect at time of delivery (including Seller's applicable fuel or other surcharges), subject to Seller's discounts then in effect. Terms of sale shall be Seller's terms in effect at the time of delivery. All deliveries hereunder shall be FOB shipping point, freight prepaid.

8. With respect to any purchase of merchandise or services under this Agreement, if any Federal, state or local tax, excluding any tax levied on Seller's income, is either (a) required by applicable law to be collected or (b) imposed in connection with the sale of merchandise or services hereunder, whether or not collection is required by law (the taxes described in clauses (a) and (b), including, without limitation, state or local gross receipts taxes that are similar in nature to sales taxes, or state or local waste tire taxes/fees, and federal excise taxes, collectively "Taxes", or individually "Tax"), then (i) Seller will bill such Tax as a separately stated item and (ii) Buyer will timely remit such Tax to Seller. If an exemption procedure is available and Buyer complies with such procedure and provides evidence of such compliance reasonably satisfactory to Seller and meeting the requirements of Seller's billing policies and applicable tax laws, and further provided that such certificate or permit is properly issued in the name of Buyer, then Seller will not, from and after the date on which it has received such evidence and confirmed its satisfaction therewith, bill or collect such Tax with respect to transactions in the jurisdiction to which the exemption relates during the effective period of the exemption; provided, however, that all relevant purchase orders must clearly indicate that the Buyer is tax exempt and the jurisdiction of the exemption, failing which the relevant Taxes will be billed and collected, and must be paid by Buyer.

9. Seller shall not be liable for any failure to perform, including, without limitation, any delay in delivery or failure to deliver, whether directly or indirectly, occasioned by acts of God, fire, flood, riot, insurrection, war, terrorism, epidemic, strike, labor trouble, interruption of transportation facilities, inability to obtain or produce materials or products, restrictions by any governmental authority, or other cause, similar or otherwise, beyond Seller's reasonable control.

10. Any and all information provided by or on behalf of either party to the other under this Agreement, in any form, shall be referred to as "Confidential Information" hereunder and the receiving party agrees that it will not, except as required by applicable law, permit the duplication, use or disclosure of any such Confidential Information (other than use for purposes hereof and duplication or disclosure for or to its own employees, agents or representatives who must have such information in connection herewith or for the performance of their obligations to the receiving party). The party receiving Confidential Information shall be responsible for any unauthorized disclosure made by any of its employees, agents, or representatives; provided that the parties shall not be liable to one another for disclosures or use of Confidential Information of the other party by any employee of a party who makes such disclosure or engages in such use more than five years after the employee terminates his or her employment with such party. Each party's obligation to protect the other party's Confidential Information as set forth above shall survive the termination of this Agreement for a period of three years. Notwithstanding the foregoing, for purposes of this Agreement, "Confidential Information" does not include information that: (a) is in the recipient's possession at the time the information was received; (b) is publicly available or which later becomes so available other than as a result of the recipient's action or inaction; (c) becomes known to the recipient from a third party who has the right to disclose such information without breach of an actual or implied obligation of trust or confidence to the discloser known to the receiving party; or (d) is independently developed by either party without use of the Confidential Information provided to the developing party hereunder. This Agreement grants no rights whatsoever to either party in all or any portion of the Confidential Information, patents, copyrights, trade secrets, trademarks, service marks, logos, other identifiers or other intellectual property rights of the other party whether created prior to, during or after the performance of this Agreement.

11. This Agreement may not be assigned by Buyer, in whole or in part, by operation of law or otherwise, without the prior written consent of Seller. This Agreement will be enforceable by, and enure to the benefit of, the parties hereto and their permitted successors and assigns, no other person or entity shall have any right, benefit or remedy under or by reason hereof. Except as otherwise set forth herein, claims, demands and notices hereunder must be sent to the parties at their respective addresses set forth above. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding any and all prior representations, discussions, agreements, understandings and obligations, oral or written, relating thereto. This Agreement may not be amended or varied except by an instrument in writing executed by the authorized representatives of both parties. Purchase orders do not modify the terms hereof. This Agreement shall be governed under and construed in accordance with the substantive laws of the state of Ohio without regard to conflicts of law principles or rules, and any dispute relating to the relationship created hereby shall be heard and determined in the state or federal courts in Summit County, Ohio. This Agreement does not create any relationship between the parties other than independent entities contracting for the sale of the merchandise and services described herein, and neither of the parties is, will be deemed to be, or will represent itself as, the agent or partner of the other. Authorized supply points of Seller other than Seller or its company owned stores are independent entities and not the agents, subcontractors, partners or representatives of Seller and Seller does not control or warrant the provision of services by such supply points. No waiver of any provision hereof shall be deemed to be a continuing waiver or a waiver of any other provision hereof. This Agreement may be executed in counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

12. This Agreement shall become effective as of _____, 20___ and is subject to cancellation with or without cause upon written notice by either party to the other. Termination will apply to all shipments after the effective date of termination.

BUYER

By: _____

Name (please print): _____

Title: _____

THE GOODYEAR TIRE & RUBBER COMPANY

By: _____

General Manager, National Account Fleet Sales