

Sep. 16. 2013 3:31PM

tire center 617: E CENTERS, LLC

DATE No. 7216 TION P. Count Number



Confidential Credit Application
Local TCI Contact Information:

Address: 403 E EXPWY 83 PHARR, TX. 78577
Phone: 956-283-8887
Fax: 956-283-7503

CREDIT LIMIT REQUESTED
Telenotes ID:
TCI CENTER # 617

COMPLETE LEGAL NAME OF COMPANY APPLYING FOR CREDIT (Provide legal name in this space exactly as registered with the secretary of state—not DBA/trade name. For sole proprietor or general partnership please enter full legal name of owner/general partners and company name. Please print or type.)

Hidalgo County Health & Human Services

STREET ADDRESS OF COMPANY OFFICE: 1304 S. 25th AVE
CITY: Edinburg STATE: TX ZIP: 78542 COUNTY: Hidalgo
TYPE OF BUSINESS: County APPLICANT MANAGER NAME: Eduardo Olivarez ACCOUNTS PAYABLE MANAGER NAME: Jeanette Palacios
STATE OF ORGANIZATION: APPLICANT MANAGER PHONE NUMBER: (956)383-6221 ACCOUNTS PAYABLE MANAGER PHONE NUMBER: (956)383-6221 ext 7216
FEDERAL TAX ID #: 746000717 APPLICANT MANAGER FAX NUMBER: (956)383-3229 ACCOUNTS PAYABLE MANAGER FAX NUMBER: (956)383-3229
SOCIAL SECURITY NUMBER: APPLICANT MANAGER E-MAIL ADDRESS: josie.escalante@hchd.org ACCOUNTS PAYABLE MANAGER E-MAIL ADDRESS: jeanette.palacios@hchd.org

BILLING INFORMATION:

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

Hidalgo County Health & Human Services
NAME OF COMPANY BEING BILLED: HIDALGO COUNTY HEALTH & HUMAN SERVICES
DBA NAME (TRADE NAME): HIDALGO COUNTY HEALTH & HUMAN SERVICES
P.O. BOX: STREET ADDRESS: 1304 S. 25th Ave.
STREET ADDRESS: 1304 S. 25th Ave CITY: Edinburg STATE: TX ZIP CODE: 78542
CITY: Edinburg STATE: TX ZIP CODE: 78542 PHONE: (956)383-6221 FAX: (956)383-3229

PURCHASING INFORMATION:

ACCOUNT ADMINISTRATOR: Josie Escalante
ACCOUNT ADMINISTRATOR PHONE NUMBER: (956)383-6221 ext. 7209
ACCOUNT ADMINISTRATOR FAX NUMBER: (956)383-3229
ACCOUNT ADMINISTRATOR EMAIL ADDRESS: josie.escalante@hchd.org
Do you have a set PO format (such as two alpha characters with a dash and three numeric digits i.e. AB-123)? Yes: [] No: []
If yes, please explain:
Invoices: Mailed [x] Emailed [] Statements: Mailed [x] Emailed []
Email address:
Do you want invoices sent to: Bill-to [x] Ship-to []

Customer Profile Information (Internal Use Only)

Master Account Name

Channel: Distribution [] ADD [] SSD [] Independent Tire Dealer [] MX Direct Tire Dealer [] Large Tire Retailer [] Co-owned [] Gov't [] Auto Parts [] Mass Merchant [] Club [] Car Dealer [] Nat'l Acct [] Car Rental []
Commercial: Michelin Advantage [] Contract Pricing [] LBB Pure [] Wholesale [] NAFA [] NAFA Other [] Retail []
Vocation: Commercial [] Agriculture [] Construction [] Distributor [] Gov/City/Municipal [] Long Haul [] LTL/P&D [] Manufacturing/Industry [] Mining/Quarries [] Owner/Operator [] Rental Equipment [] Leasing [] Tanker/Flat Bed/Auto [] Utilities [] Waste [] Bus [] Other []

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 SIGNATURE---INTERNAL USE ONLY

Authorized signature of the TCI manager

TCI CENTER MANAGER NAME (Please Print or Type) Office
TCI CENTER MANAGER SIGNATURE DATE
CREDIT INFORMATION

In consideration of the extension of credit by TCI to Applicant and by signing this Application, Applicant agrees to the following terms and conditions.

1. Upon approval of this application, TCI, in its sole discretion, and notwithstanding any request of the Applicant, shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and services from TCI will be made in accordance with the terms and conditions (a) in this Application and (b) in any invoices or other documents evidencing Applicant's obligations to TCI (together or separately "Future Documents"). Applicant agrees that TCI in its sole discretion may change these terms and conditions at any time. If there is any conflict in the terms and conditions in this application and the terms and conditions in any Future Documents, the terms and conditions in the Future Documents shall control.
3. Applicant agrees to pay all charges for goods and services acquired from TCI according to the payment terms in each invoice. The entire outstanding balance due to TCI on all invoices shall become due in full immediately upon default in the payment of any invoice. Customer shall notify the selling TCI location in writing (including electronic mail) of any claims or disputes within 60 days of invoice or credit document date.
4. Applicant agrees to pay interest on any past due payment at the rate of 14% per month, or the highest rate permitted by law, whichever is less.
5. To the maximum extent allowed by law, upon Applicant's default in payment or other obligation to TCI, Applicant agrees to pay all TCI's costs of collection and all costs of TCI's exercise of its rights regarding its collateral, if any, including, without limitation, reasonable attorneys' fees and court costs.
6. This Application and all transactions between the Applicant and TCI shall be governed by the law of the State of South Carolina.
7. In the event of any controversy or claim arising out of or relating to this application, any credit extended by TCI to Applicant or any other issue arising out of the relationship between Applicant and TCI, Applicant consents to the jurisdiction of any state or federal court in the state of South Carolina. Applicant waives personal service of process upon it and consents that all service of process be made by registered or certified mail directed to it at the address in this application and that service so made shall be deemed to be completed five (5) days after the same shall have been posted to the undersigned's address. Applicant waives any right it may have to change the venue of any litigation brought against it by TCI in accordance with this paragraph. Applicant waives any right to trial by jury.
8. Notwithstanding anything to the contrary in the foregoing paragraph, Applicant and TCI hereby agree that except for TCI's collection of amounts past due from Applicant or TCI's exercise of its rights regarding its collateral, if any, either Applicant or TCI may require the other party to arbitrate any controversy or claim arising out of or relating to (a) this Application, (b) any credit extended by TCI to Applicant or (c) any other issues related to this application or any credit extended by TCI to Applicant. If TCI or Applicant chooses arbitration, such controversy or claim shall be arbitrated by the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof. Applicant and TCI agree to equally share all costs and expenses in connection with the arbitration, including, but not limited to arbitrator's fees and administration fees, except that Applicant and TCI shall each pay their own attorneys' fees.

Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection therewith, is true and correct and that this information is being furnished to TCI for the purposes of inducing TCI to extend credit to Applicant. Applicant understands that TCI intends to rely upon such information. Applicant understands and agrees to be bound by any terms in this Application and in all invoices or other documents evidencing Applicant's obligations to TCI. Applicant further agrees to advise TCI of any material change in the information provided herein, including but not limited to change of Applicant's ownership, address or telephone. Applicant understands that TCI will retain this Application whether or not it is approved.

APPLICANT HEREBY AUTHORIZES TCI TO (1) OBTAIN CREDIT INFORMATION ON APPLICANT FROM ANY CREDIT REPORTING AGENCY OR OTHER ENTITY THAT REPORTS ON CREDIT HISTORY OR FINANCIAL CONDITION (2) TO CHECK APPLICANT'S CREDIT HISTORY AND PRINCIPAL SUPPLIERS, TRADE CREDITORS AND BANK REFERENCES FOR CUSTOMARY CREDIT INFORMATION, (3) TO CONFIRM THE INFORMATION CONTAINED ON THIS APPLICATION INCLUDING BUT NOT LIMITED TO SENDING A COPY HEREOF TO THE PRINCIPAL SUPPLIERS AND BANK REFERENCE LISTED ON THIS APPLICATION, AND (4) TO RELEASE INFORMATION TO OTHER CREDITORS REGARDING APPLICANT'S CREDIT EXPERIENCE WITH TCI. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED IN THIS APPLICATION ARE MATERIAL TO IT AND THE CONTRACT THAT RESULTS FROM TCI'S EXTENSION OF CREDIT TO APPLICANT AND ARE SPECIFICALLY MADE A PART OF SUCH CONTRACT. APPLICANT AGREES THAT THIS IS THE WHOLE AND COMPLETE APPLICATION AND THAT NO OTHER AGREEMENTS OR DOCUMENTS ARE A PART OF THIS APPLICATION UNLESS SUBMITTED IN WRITING, SIGNED AND DATED BY APPLICANT AND TCI AND APPROVED IN WRITING BY TCI.

APPLICANT: Full Business Name Hidalgo County Health & Human Services Date _____

Authorized Agent: (Print Name) Ramon Garcia Title Hidalgo County Judge

(Signature) _____

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT 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 THIS LAW CONCERNING THE CREDITOR IS THE FEDERAL TRADE COMMISSION.