

ACCOUNT INFORMATION

*Business Name		Name of Parent Company (if Subsidiary)	
*Physical Address		*City	*State *Zip
*Billing Address		*City	*State *Zip
*Primary Contact		*Phone	*E-mail
Type of Ownership ☐ Limited Liability Corp ☐ Partnership ☐ Corporation ☐ Government Agency		Tax Exempt Number (Attach Form)	Years in Business
Number of Vehicles†	Estimated Monthly Maintenance and Tire Spend	Credit Limit Requested	
Date and State Incorporated	Dun and Bradstreet Number	Dun and Bradstreet Rating	

What Information is Used to Identify Your Drivers and Vehicles?

☐ Vehicle I.D. Number
 ☐ Driver's Maintenance I.D. Card
 ☐ V.I.N
 ☐ Maintenance Coupon Book
 ☐ Other (please specify) _____

*Purchasing Methods

☐ Written Purchase Order
 ☐ Verbal Authorization
 ☐ Maintenance Coupons
 ☐ Driver Can Authorize Service
 ☐ PO Number Issued
 Dollar Limit Driver Can Authorize \$ _____
 ☐ Authorizing Person's Name Used (no P.O. #)
 List of Authorized Users Must Be Provided

☐ Other (please specify) _____

*Person/Department To Be Called For Authorization Name

Phone

Name

Phone

Name

Phone

BANK REFERENCE (MANDATORY FOR CREDIT ACCOUNT)

Bank Name		Account Number	
Address		City	State Zip
Account Officer	Email	Phone	Fax

TRADE REFERENCES (MANDATORY FOR CREDIT ACCOUNT)

Please list only those references you have dealt with one year or more and whose credit limit approximates the amount of credit for which you are applying. Incomplete information delays the credit process.

Name	Email	Phone
Address		City State Zip
Name	Email	Phone
Address		City State Zip

TERMS AND CONDITIONS

All charges are due 30 DAYS FOLLOWING THE DATE OF BILLING. Applicant shall pay all reasonable attorney fees, court costs and disbursements incurred by Pep Boys to collect any balance due on this account. Applicant authorizes Pep Boys to conduct credit investigations of and to obtain credit reports on applicant, and to make credit reports on applicant's account. Applicant agrees that the terms and conditions of this agreement and Pep Boy's invoices and statements shall prevail in the event of any conflict with those contained in any purchase order or other form submitted at any time by applicant.

*Name Title

*E-mail

*Authorized Signature

Date

PEP BOYS STORE USE ONLY

Sales Person	Store Number	AD Number
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*Required for Approval †Minimum of 3 vehicles required for processing application.

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In this Agreement, the words “you” and “your” mean the person(s) who sign the Pep Boys commercial credit account agreement. The words “we,” “us” and “our” means Pep Boys. Each separately a “Party”, collectively the “Parties”)

We will provide parts and maintenance services to you and your authorized fleet vehicles. Prior to performing such services, we will submit a service work order (SWO) to you for pre-authorization, either electronically or through a verbal authorization process, as agreed by the parties. We will include in the SWO certain information requested by you to identify the vehicle (VIN, license plate number, PO number, etc.). If you approve the SWO (such as by giving an authorization number), we will commence the repair and you agree to pay for all such parts and services on the terms of this Agreement. Notwithstanding the foregoing we will not submit a SWO to you for pre-authorization if you have issued standing approval for the repairs and services to be performed. Pre-approvals are typically related to minor repairs/services such as routine oil changes, tire rotations, wiper blade replacements, etc.

PEP BOYS FLEET CREDIT ACCOUNT AGREEMENT

1. Terms

All charges are due net 30 days following the date of the invoices. Once a month a statement will be forwarded to you to help you reconcile your account. In the event of any dispute with respect to any invoice, the undisputed portion of any such invoice shall be paid within the thirty (30) day period. The Parties will work together with reasonable promptness to resolve the dispute. You agree to remit payment for all undisputed items, even those included in disputed invoices. In the event Pep Boys charges you a price for a product or service that differs, in any way, from the stated price in this Agreement, you will remit payment for the price as stated in this Agreement rather than reject the invoice (in whole or in part).

2. Promise to Pay

You promise to pay us for all charges made to your Account and for all finance charges and fees described in this Agreement. If there is more than one of you, you are jointly and severally liable for all required payments, regardless of who made or benefited from any particular charge. If you allow someone else to use your Account, you will be responsible for their charges whether or not they charge more than you intended. Unless you notify us of a billing error within 30 days after we sent the first statement on which it appears, you agree that your monthly statement is valid evidence of your obligation to pay the amount shown thereon.

3. Payment Requirements

Payments must be made to the address shown on your statement and be accompanied by the payment stub from your statement. Failure to make payments in accordance with these requirements may result in delay in crediting your Account. We may accept partial payments and payments marked with “paid in full” or similar language without waiving our rights. Payment checks should be made out to “Pep Boys.”

4. Finance Charges

A finance charge will be assessed at 1.5% per month, which is 18% per annum, on the balance that is past due.

5. Minimum Finance Charge

If a billed finance charge amount is computed for any billing cycle and if the amount of that finance charge as figured above would be less than \$.50, the minimum billed finance charge will be \$.50.

6. Fees

Our current fee for returned checks will be charged if any check you send us for payment on your Account is returned unpaid.

7. Your Credit Limit Authorization

We will establish your initial credit limit and may change that limit at any time, with or without notice. You agree not to exceed your credit limit (and if you do, immediately pay any balance in excess of that limit). If there is more than one of you, any of you may request a change in your credit limit. Each charge that you make may be subject to our authorization. We may decline to grant such authorizations for any reason, and may impose various limits on those authorizations.

8. Default

If you default in making any required payment, we can declare the unpaid balance to be due and payable immediately, and may continue to assess a finance charge until full payment is received. If your Account is referred for collections to an attorney who is not a salaried employee of Pep Boys, you agree to pay, in addition to your outstanding balance and finance charges thereon, all court or other collection costs actually incurred and reasonable attorney's fees, subject to any applicable law.

9. Termination

We may, at any time, with or without cause and without notice, terminate this Agreement and your privilege to use your Account and to make further charges to your Account. You will continue to be responsible to pay all unpaid balances existing at termination, and all finance charges and fees accruing after termination.

10. Credit Investigation and Reporting

You agree that we may obtain a credit report and make inquiries to your bank and/or creditors for any lawful purpose related to your Account such as reviewing it, changing the credit limit and collecting. If you request, we will tell you whether or not a credit report was requested and the name and address of any credit reporting agency that furnished the report. You agree that we may release information to others, including but not limited to credit bureaus, about the status and history of your Account.

11. Transferability

Your Account, your rights and privileges under this Agreement cannot be transferred or assigned by you. We may transfer or assign your Account, your Account balance or any portion thereof, or any of our rights under this Agreement to a third party, with or without notice to you.

12. Waiver and Severability

We can delay in enforcing our rights or waive any of our rights on one or more occasions without losing those rights. If any part of this Agreement is determined to be invalid or unenforceable, the remaining parts shall continue to be effective.

13. Security Interest

You grant to us a purchase money security interest in all merchandise purchased on your Account until such merchandise is paid in full.

14. Authorized User(s)

We have the right to rely upon all reasonable representations of persons representing themselves to be agents of you with the authority to make purchases on behalf of you unless Pep Boys receives prior written notification limiting agents authorized to make purchases.

15. Commercial Credit Agreement

This Agreement embodies the entire commercial account agreement. There are no other promises, terms, conditions or obligations other than those contained herein.

16. Dispute Resolution

You agree to work collaboratively with Pep Boys to resolve issues as expeditiously as possible without adversely impacting this Agreement or Pep Boys' business or operations. If you reasonably believe that an issue will adversely impact any of the foregoing, you will promptly notify Pep Boys by contacting Pep Boys Credit Department (800.991.2804), request a meeting, and, if necessary, escalate the issue to Pep Boys Fleet Services (800.553.5338). You will work in good faith to resolve any and all disputes in accordance with this escalation process. If either Party determines that the issue is not likely to be resolved through the foregoing process, either Party may invoke its other rights and options under the Agreement. Nothing in this Section 16 or relating to the processes described in this Section will limit or delay either Party's rights or remedies under the Agreement, at law, or in equity.

17. Arbitration

Parties hereby agree to bring any legal disputes in an arbitration forum unless they can be resolved informally or brought before a small claims court in New York. The right to file a civil claim in any forum other than arbitration and small claims court is hereby waived by both Parties, except as outlined below. Arbitration shall be conducted under the Commercial Arbitration Rules (the “AAA Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. The parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (1) any suit to compel arbitration, stay proceeding pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator; (2) any suit to seek temporary injunctive relief that will remain in place only until an arbitrator can determine whether the relief should be continued, modified or removed; or (3) any collection suit filed by Pep Boys upon Applicant(s)' default under the terms of an agreement. In addition, either party may assert claims, if they qualify, in small claims court in the State of New York. The parties agree that any arbitration will be limited to the Dispute between Pep Boys and Applicant(s) individually. TO THE FULL EXTENT PERMITTED BY LAW, (1) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (2) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS-ACTION PROCEDURES; AND (3) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. Applicant(s) hereby waive its/his/her/their right to participate in a class action against Pep Boys. This Arbitration and Class Action Waiver section shall survive the termination and/or completion of this Agreement.

18. Governing Law

You understand and agree that any credit extended to you is strictly commercial credit and does not arise out of a consumer transaction and is therefore not governed by applicable federal or state consumer credit regulations. This Agreement is deemed to be made under and shall be interpreted in accordance with the laws of the State of New York, excluding its conflict of laws provisions. You hereby submit to the jurisdiction and venue of the state and federal courts of New York for purposes of all legal proceedings arising out of or relating to this Agreement. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Pep Boys shall be entitled to recover the costs that it incurs (including but not limited to legal fees) to enforce its rights under this Agreement.