

Terms & Conditions

1. The undersigned ("Customer") may desire to purchase goods and services from GCR Tires & Service; a division of Bridgestone Americas Tire Operations, LLC ("Company") on account and agrees in consideration of the account (the "Account") to be bound by the following terms and conditions. Neither Customer nor Company shall have any obligation to sell or purchase or to continue to sell or purchase goods or services. However, all sales and purchases actually made shall be governed by this Agreement. This Agreement shall be effective only when accepted by Company by making of a sale on account to Customer.
2. Customer represents and warrants that it is a licensed commercial enterprise, and that the Account will be used only in the conduct of its business and only for commercial purposes, and the goods and services purchased by use of the Account will not be made available to employees or any other person for personal, family or household purposes. Customer acknowledges this is not an agreement for consumer credit or non-business services.
3. Customer agrees to pay all amounts it may owe to Company under this Agreement, as set forth on Company statements delivered to Customer, including without limitation payments for all purchases of goods and services by use of the Account, payments for the purchase of other products or services through Company's facilities, and any applicable interest, late fees, expenses and other amounts payable hereunder. Customer shall remain responsible for all amounts payable under this Agreement regardless of whether Customer's right to use the Account is terminated.
4. Company will mail to Customer a statement of Customer's account reflecting purchases, charges, and credits through the end of the month. Customer understands and agrees that all terms contained herein shall become a part of any invoice or statement issued to Customer by Company. The statement will be deemed to be correct and accepted as rendered unless Customer notifies Company in writing within fifteen (15) days following the statement date of any errors in such statement. Notice to Company of a disputed charge shall include the following information: Customer's name and account number; the dollar amount of the disputed charge; the reason Customer is disputing the charge; and a copy of the billing statement on which the disputed charge appears. After fifteen (15) days, all charges are considered valid and no adjustments will be made. Customer shall pay to Company the Total Due on the Company's monthly statement by the 10th day of the month following the statement date (the "Date Due") and that portion of the Total Due not paid prior to the end of the month due will become delinquent. Customer agrees to pay a delinquency charge which shall be computed by applying a periodic rate of 1.5% per month to the delinquent portion of Customer's account (excluding delinquency charges) indicated on each statement. Unless otherwise specified in writing by Customer, all payments and credits shall be applied first to accrued and unpaid delinquency charges and second to charges for goods and services commencing with the oldest charge indicated on the statement. Customer's willingness to pay delinquency charges shall not affect its obligation to make all payments on or before the Due Date. Payments received on a regular business day will be credited to Customer's account no sooner than the following regular business day. Fees, payment terms and other conditions of this Agreement may be changed by Company without prior notice to Customer. Customer's continued use of Company's services after 30 days constitutes acknowledgment and acceptance of the change.
5. Customer is responsible for all purchases made using the Account, and for ensuring that its employees use the Account in compliance with Customer's business policies and this Agreement. Customer represents and warrants that it will provide copies of these Terms and Conditions to all employees that have authorized access and use of the Account and shall require all such employees to confirm in writing that they have read, understand and agree to these Terms and Conditions. Any dispute as to charges made by any employee shall be resolved between Customer and the employee. Customer agrees to indemnify, defend and hold Company harmless from any and all liability (including reasonable attorneys' fees) resulting from the acts or inaction of any employees or agents of Customer, including without limitation negligent acts of such persons.
6. Customer may be required to supply Company with purchase orders, correct delivery addresses and project information, and a list of employees permitted to order, pick-up and sign for goods and services provided by Company. Customer assumes liability for the materials at the time of delivery whether or not a representative is on hand to acknowledge receipt of said materials. Customer agrees to pay standard delivery charges if so billed.
7. In consideration of charges allowed and to be allowed to Customer, each Guarantor signing the accompanying Credit Application, or any separate guaranty agreement, unconditionally, jointly, and severally guarantees full and prompt payment of all amounts that may be owing at any time to Company by Customer under or in connection with this Agreement, and the performance of all obligations of Customer hereunder. Each Guarantor waives any claims and defenses based on principles of suretyship or otherwise available at law to a guarantor, including, without limitation, impairment of collateral, impairment of recourse, and any inadequacy or unenforceability of this Agreement as against Customer, and waives any right to notice of acceptance hereof.
8. Customer and Guarantor(s) agree that the terms of the Credit Application and the amount of credit extended to Customer may be modified, from time to time, without relieving the undersigned from the obligations set forth in this Agreement. If Customer desires additional credit, Customer and Guarantor(s) may be required to submit an updated Credit Application and financial information so that Company will have a basis upon which to evaluate further credit extensions. Company shall have the absolute right, exercisable in its sole discretion, to interrupt or terminate use of the Account issued to Customer.
9. To induce Company to enter this Agreement, Customer has furnished bank and trade references for the purpose of establishing creditworthiness. Company is authorized by Customer to contact and obtain from such references information concerning Customer's creditworthiness and to acquire credit reports on Customer, and if signing as Guarantors, the principal owners, partners or directors. In the event a financial statement is provided by Customer, Customer represents to Company that there are no liabilities of Customer, direct or indirect, fixed or contingent, as of the date of such financial statement, which are not reflected thereon. Customer and Guarantor(s) acknowledge that Company will provide Customer and Guarantor reports and credit information to third-party credit agencies to the extent permitted or required by law.
10. In the event Company brings suit to enforce any of the obligations of Customer or Guarantor(s) hereunder, Customer and Guarantor(s) hereby waive any venue objections, and hereby consent to venue in the state or federal courts of Tennessee. Furthermore, Customer and Guarantor(s) agree to pay on demand the Company's losses, damages, costs, expenses, and reasonable collection costs, attorney's fees (whether out of court or in litigation) and court costs, including appeals and bankruptcy proceedings, incurred in connection with such suit. This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of the State of Tennessee and shall in all respects be governed, construed, applied and enforced in accordance with the laws of such state without regard to the conflict of laws provisions thereof. **CUSTOMER HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS DIRECTLY OR INDIRECTLY RELATING TO THESE TERMS AND CONDITIONS.**
11. Company shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of Company. Under no circumstances will Company or its affiliates be liable to Customer or any employee for any incidental, consequential, special, indirect or punitive damages, regardless of whether Company was made aware of the possibility of such damages. Company makes no representations or warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose.
12. Customer agrees to indemnify, defend and hold Company harmless from any and all liability (including reasonable attorney's fees and costs) resulting from acts or omissions of any employees or agents of Customer, including, without limitation, the negligent or reckless acts of such persons.
13. Customer and Guarantor(s) acknowledge and agree that this Agreement is confidential, and agree not to disclose or share it with any third party. This Agreement may not be assigned by Customer or Guarantor(s) without Company's prior written consent. Customer and Guarantor(s) acknowledge that Company may assign this Agreement without Customer or Guarantor consent. If any portion of this Agreement is subsequently held to be invalid, such determination shall not affect the other provisions, which shall remain in full force and effect. Failure of Company to exercise any of its rights under this Agreement in a particular instance will not be construed as a waiver of those rights or any other rights for any other purpose. This Agreement is the entire agreement between and among Company, Customer and Guarantor(s) with respect to the subject matter hereof, and supersedes all previous communications, promises, representations or agreements, whether verbal or written.