



# RETAIL CREDIT APPLICATION

## LES SCHWAB TIRE CENTERS AND AFFILIATED DEALERS

Doing the right thing matters.®

Account#		Salesman		Price\$		Down Payment\$		Account Type		Approved	
Les Schwab Tire Centers/Affiliated Dealers Application for Retail Credit							Email Address (required):				
1. Applicant							■ Check Picture ID				
(Personal, Family Household)											
Last Name	First Name			Initial	Home Phone		Cell Phone				
Street Address				City	State		Zip	Years			
Mailing Address				City	State		Zip	Years			
Social Security Number	Birthdate		Driver's License #		Auto License #		Communication Preference?				
							Email	Text	Phone	Mail	
2. Income/Employment							Previous Les Schwab Accounts?				
Employer							Years	Phone	Gross Income		
Landlord/Mortgage Holder							Own	Buy	Rent	Monthly Payment	
Personal Reference #1				Phone		Personal Reference #2				Phone	
Any Collections/Judgments?		Declared Bankruptcy?		Checking Account #		Bank		Total Monthly Payments			
Yes No		Yes No									
3. Co-Applicant/Cosigner											
Co-applicant				CO-APPLICANT: IF THIS IS TO BE A JOINT ACCOUNT, COMPLETE SECTION 3 & 4. ALL AUTHORIZED PURCHASERS MUST							
Complete Sections 3 and 4				AGREE TO THE TERMS OF AND SIGN THE AGREEMENT BELOW. DO NOT COMPLETE SECTIONS 3 & 4 IF THIS IS AN							
Cosigners				APPLICATION FOR AN INDIVIDUAL ACCOUNT. AFTER CREDIT APPROVAL, EACH APPLICANT SHALL HAVE THE RIGHT TO							
Complete Sections 3 and 4				USE THIS ACCOUNT TO THE EXTENT OF ANY LIMIT SET BY LES SCHWAB TIRE CENTERS OR ITS AFFILIATED DEALERS							
See Separate "Notice to Cosigner"				AND WILL BE LIABLE FOR ALL AMOUNTS EXTENDED UNDER THE ACCOUNT TO ANY JOINT APPLICANT.							
Last Name	First Name			Initial	Home Phone		Cell Phone				
Street Address				City	State		Zip	Years			
Mailing Address				City	State		Zip	Years			
Social Security Number	Birthdate		Driver's License #		Auto License #						
4. Income/Employment											
Employer				Years	Phone	Checking Account #		Bank			

### Les Schwab Tire Centers/Affiliated Member Dealers Retail Credit Plan and Security Agreement

- I. From time to time I/We, the undersigned (collectively "Applicant" or "Buyer"), intend to purchase goods and services from Les Schwab Tire Centers or its affiliated dealer (as applicable, "Seller"). Upon prior approval by Seller, all such purchases will be governed by this Retail Credit Plan and Security Agreement ("Agreement"). The words "I," "me," and "my," mean each and all of those who sign and/or enter this Agreement or otherwise agree to be bound by the terms of this Agreement. If more than one person signs this Agreement, or otherwise agrees to be bound by the terms of this Agreement, all obligations will be joint and several.
- II. Buyer hereby grants Seller a purchase money security interest in all goods (including all accessions, parts and additions to such goods, and all proceeds, including insurance proceeds) purchased from Seller under this Agreement to secure Buyer's performance of, and all payment obligations arising under, this Agreement. Buyer (a) agrees to execute any document(s) Seller requests to perfect its security interests, and (b) consents to and authorizes Seller to file any financing statements or other instruments that Seller deems appropriate to perfect such security interests.
- III. **NOTICE TO BUYER:**
- A. Do not sign this Agreement (i) before you read it in its entirety, including the **Account Opening Disclosures**, or (ii) if any spaces intended for the agreed terms, except as to unavailable information, are blank.
- B. Buyer is entitled to a copy of this Agreement at the time that it is signed.
- C. Buyer may at any time pay off the unpaid balance due and, in doing so, may be eligible to receive a partial rebate of the INTEREST CHARGE set forth herein.
- D. The **INTEREST CHARGE** is calculated at the Annual Percentage Rate of **18% per annum**, computed at the daily periodic rate of 0.04931 percent.
- E. Buyer may cancel any purchases made under this Agreement if the Seller solicited in person such purchase, and Buyer signs an agreement for such purchase, at a place other than the Seller's business address provided in this Agreement, by sending notice of such cancellation by certified mail return receipt requested to the Seller at the address provided in this Agreement, which notice shall be posted no later than midnight of the third day (excluding Sundays and holidays) following Buyer's signing of the purchase agreement. If Buyer chooses to cancel the purchase, Buyer must return or make available to Seller any merchandise, in its original condition, received by Buyer under the purchase agreement.
- F. BY AGREEING TO THESE TERMS, YOU AGREE THAT DISPUTES BETWEEN YOU AND SELLER WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND BY ARBITRATION, AS DESCRIBED IN THE "DISPUTE RESOLUTION; BINDING ARBITRATION" SECTION BELOW, AND NOT AS A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE SELLER'S RETAIL CREDIT PLAN, OR SELLER'S WEBSITE.

- IV. Buyer agrees to pay Seller for all purchases made by Buyer and by others that Buyer allows to make purchases under this Agreement. When there is a balance due Seller, Seller will issue a monthly statement after the 25th day of each month for the balance due. The monthly statement will include the total unpaid balance and the minimum monthly payment, if applicable. Before the 15th day (20th day in California) of each month following purchases, Buyer shall pay Seller either the total unpaid balance or the applicable specified minimum monthly payment as follows:

(A) ■		(B) ■	(C) ■	(D) ■
If Ending Balance Is:	Minimum Monthly Payment Is:	Minimum Monthly Payment Is:	If buyer pays for purchases within 90 days of the purchase date, <b>interest charges</b> added to the unpaid balance will be reversed. If buyer does not pay for the purchases within 90 days of the purchase date, seller will add an <b>interest charge</b> to buyer's account beginning as of the billing date shown on the monthly statement for the month in which buyer made the oldest purchase, and section IV.(A) shall apply to buyer's account.	If no box is checked, Section IV.(A) shall apply to Buyer's account.
\$0.01 - 10.00	Balance	5% of the original purchase price or 5% the highest monthly statement balance, whichever is greater (or as otherwise agreed); plus the monthly <b>INTEREST CHARGE</b> on the outstanding purchase price on a revolving basis.		
\$10.01 - 50.00	\$10.00			
\$50.01 - 100.00	\$15.00			
\$100.01 - 250.00	\$25.00			
\$250.01 - 500.00	\$50.00			
\$500.01 - 1,500.00	\$75.00			
\$1,500.01 - 2,500.00	\$150.00			
OVER \$2,500.00	1/3 Balance			

- V. Seller is committed to protecting financial privacy. For information regarding Les Schwab's Privacy Policy, please contact Les Schwab Tire Centers Credit Department at P.O. Box 5350, Bend, Oregon 97708, (541) 416-5140, or visit any Les Schwab Tire Center or Affiliated Dealer. ([www.leschwab.com](http://www.leschwab.com))
- VI. Payments will be applied as follows:
- First, to unpaid late or returned payment fees.
  - Then, to any applicable **INTEREST CHARGE**.
  - Then, to items first purchased.
  - If Buyer purchases more than one item at the same time, the lowest priced item will be paid first.
  - All down payments will be applied to services rendered and then to items purchased simultaneously with the down payment.
- VII. Buyer represents and warrants that all items purchased under this Agreement are and shall be for personal, family, or household use.
- VIII. If either (i) Buyer fails to perform its obligations under this Agreement, or (ii) Seller reasonably deems itself insecure, then Seller may exercise any and all of its rights and remedies under applicable law and this Agreement, including without limitation:
- Except where prohibited, declare all amounts that Buyer owes under this Agreement immediately due and payable, without notice.
  - Require that Buyer (and Buyer hereby agrees to) immediately assemble and make available for Seller to take immediate possession of any goods purchased under this Agreement. Except where prohibited by law, seller may enter Buyer's driveway, garage or any other property without further permission from Buyer for the purpose of taking possession of such goods.
  - Charge Buyer all fees, costs, and expenses of restocking, special order, repossessing the goods, selling them, and all fees, costs and expenses of any other efforts to collect what Buyer owes to the fullest extent allowed under applicable law.
- IX. Buyer agrees that Buyer's bank account(s) may be debited electronically for the face amount of a returned check and for the returned check fee if any payment tendered by Buyer is returned to Seller unpaid. The return check fee will appear as a charge on the monthly statement in the month the check is returned to Seller
- X. If Seller retains an attorney to collect payments due from Buyer, or to otherwise enforce or declare the terms of this Agreement, Buyer agrees to pay, in addition to all other amounts due to Seller, Seller's reasonable attorneys' fees, costs, and expenses, including but not limited to such fees and costs as may be incurred at trial, arbitration, and on appeal, to the fullest extent allowed under applicable law.
- XI. If incurred, Buyer agrees to pay Seller's administrative costs (postage and handling fees, telephone expense, correspondence fees, photocopy expense or other costs) associated with Buyer's account.
- XII. Seller may change the terms of this Agreement including, but not limited to, the **INTEREST CHARGE**, and the applicable **ANNUAL PERCENTAGE RATE** or **RATES**, **LATE PAYMENT**, the method of figuring the balance on which the **INTEREST CHARGE** is applied, the minimum monthly payment required, and/or the closing date and length of the monthly billing cycle, by mailing or emailing a notice of the change(s) to me as required by applicable law.
- XIII. Buyer consents to receive future calls or text messages sent through an automatic telephone dialing system to the number provided in the Retail Credit Application ("Application"). Your consent to receive such future calls or text messages is not a condition of sale or preapproval, and Buyer may opt-out of receiving such calls or messages at any time, by providing written notice to Seller.
- XIV. If Buyer is a Les Schwab employee purchasing under the Les Schwab Retail Credit Plan, the following applies: **All Unpaid Balances Are Due And Payable Upon Termination Of Employment**. I understand and agree that if my employment with Les Schwab terminates, for any reason, any unpaid balance on this Retail Credit Plan will become immediately due and payable, even if such a balance would not otherwise be due. I also agree that Les Schwab, as my employer, may deduct from my final paycheck or other compensation that is already due and owing at the time of the termination of my employment, the entire unpaid balance of my account.
- XV. **LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY SELLER, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE), FOR ANY GOODS OR SERVICES AND THE EXPRESS WARRANTIES PROVIDED SHALL BE IN LIEU OF ANY OTHER SUCH WARRANTIES. To the maximum extent permitted by law, all such warranties are hereby disclaimed by Seller and waived by Buyer.**
- XVI. **LIMITATION ON BUYER'S REMEDIES. BUYER'S SOLE REMEDY WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY PURCHASE OR SELLER'S PERFORMANCE IN CONNECTION THEREWITH INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ARISING OUT OF ANY DEFECT OR ALLEGED DEFECT IN ANY GOODS OR SERVICES FURNISHED BY SELLER, SHALL BE EXCLUSIVELY (AT SELLER'S SOLE OPTION) THE RIGHT OF REPAIR OR REPLACEMENT OF SUCH GOODS OR SERVICES, OR REPAYMENT OF THE PURCHASE PRICE THEREFOR. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SELLER BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN THE EVENT OF BUYER'S DEFAULT, ALL PROVISIONS OF SELLER'S WARRANTIES BECOME NULL AND VOID.**

**XVII. Dispute Resolution; Binding Arbitration**

- A. **Binding Arbitration.** YOU AND SELLER AGREE TO ARBITRATE ALL DISPUTES, CLAIMS OR CONTROVERSIES WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SELLER'S RETAIL CREDIT PLAN AND THE SELLER'S WEBSITE, OR IN RESPECT OF ANY DEFINED LEGAL RELATIONSHIP ASSOCIATED THEREWITH OR DERIVED THEREFROM. THE ARBITRABILITY OF ANY MATTER UNDER THIS ARBITRATION AGREEMENT, AS WELL AS ANY DEFENSE TO ENFORCEABILITY OF THIS ARBITRATION AGREEMENT SHALL BE DECIDED BY THE ARBITRATOR. ANY ARBITRATION SHALL BE CONDUCTED BEFORE A SOLE ARBITRATOR, AGREED UPON BY THE PARTIES, OR OTHERWISE SELECTED BY THE ADMINISTERING BODY, AS IDENTIFIED BELOW. THE ARBITRATION SHALL BE CONDUCTED IN ENGLISH. THE ARBITRATION WILL BE CONDUCTED IN PORTLAND, OREGON, USA, AND WILL BE ADMINISTERED BY JAMS IN ACCORDANCE WITH JAMS' COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND EXPEDITED PROCEDURES IN THOSE RULES. FOR MATTERS IN WHICH THE AMOUNT AT ISSUE IS LESS THAN \$10,000 (USD), JAMS' STREAMLINED RULES SHALL APPLY.
- B. **Waiver of Jury Trial.** THE PARTIES WAIVE THEIR RIGHT TO RESOLVE THE DISPUTE IN COURT BEFORE A JUDGE OR A JURY. IF FOR ANY REASON A DISPUTE ARISING OUT OF RELATING TO THIS AGREEMENT, PROCEEDS IN COURT RATHER THAN ARBITRATION, YOU WAIVE ANY RIGHT TO A JURY TRIAL TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. There is no
- C. judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- D. **No Class or Mass Action.** YOU AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SELLER OTHERWISE IN WRITING, THIS ARBITRATION PROVISION WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, MASS AND/OR REPRESENTATIVE ACTION AGAINST SELLER, AND WILL ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF IN ANY CURRENT OR FUTURE CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, MASS AND/OR REPRESENTATIVE ACTION BROUGHT AGAINST SELLER BY SOMEONE ELSE. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.
- E. **Exceptions to Arbitration.** This arbitration provision shall not apply to transactions subject to the Military Lending Act involving covered borrowers as defined in the Act. Thus, if you are on active duty military service or a spouse or dependent of a person who is on such active duty military service and a claim involves a covered transaction under the Military Lending Act, this arbitration provision may be inapplicable to such claim.
- F. **Award of Costs and Attorneys' Fees.** The arbitrator shall award to the prevailing party, if any, the costs of arbitration and attorneys' fees
- G. reasonably incurred by the prevailing party in connection with the arbitration.
- H. **Enforcement.** Judgment on the arbitral award may be entered in any court having jurisdiction thereof.
- I. **Applicable Law.** All disputes shall be resolved in accordance with the laws of the State of Oregon without regard to its rules regarding conflicts of law.
- J. **Survival; Conflict; Severance.** This arbitration provision will survive the termination of any agreement you have with Seller and any bankruptcy. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the administrator's rules or the Agreement or other agreement you have with Seller, on the other hand, this arbitration provision will govern. If any clause within this arbitration agreement is found to be illegal or unenforceable, that clause will be severed from this arbitration agreement, and the remainder of the arbitration agreement will be given full force and effect.

XVIII. **General.** (a) If any provision of this Agreement is found unenforceable, invalid or unlawful, the remaining provisions of this Agreement shall remain in full force and effect; (b) This Agreement may not be amended, modified, or changed other than by an instrument in writing, signed by the party against whom enforcement of any such amendment, modification, or change is sought; (c) Buyer may not assign Buyer's rights or obligations under this Agreement without Seller's prior written consent, which consent will not be unreasonably withheld (any such attempted assignment will be void); (d) Waiver by Seller of any breach of this Agreement shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right or remedy arising from any breach by Buyer shall not be deemed to be a waiver of such right or remedy; and (e) This Application and Agreement, along with any invoice from Seller constitutes the sole and entire agreement between Seller and Buyer with respect to any order or sale of goods or services to Buyer, superseding completely any prior or contemporaneous oral or written communications. In the event of any conflict between the terms of this Agreement, the Application, or an invoice, the terms of this Agreement shall control.

XIX. **Incorporation of Account Opening Disclosures.** The Account Opening Disclosures are incorporated in this Agreement as if fully set forth herein.

XX. ALL REPRESENTATIONS BY BUYER IN THE APPLICATION AND THIS AGREEMENT ARE TRUE, CORRECT, AND COMPLETE. BUYER HEREBY AUTHORIZES SELLER TO OBTAIN INFORMATION ABOUT BUYER FROM SELLER'S AFFILIATES, MEMBER DEALERS, CREDIT REPORTING COMPANIES AND ANY AND ALL OTHERS WHO HAVE PRIOR CREDIT EXPERIENCE OR INFORMATION ABOUT BUYER, INCLUDING BUT NOT LIMITED TO EMPLOYMENT VERIFICATION, PUBLIC RECORDS, AND MOTOR VEHICLE RECORDS. BUYER ACKNOWLEDGES THAT BUYER HAS READ, UNDERSTANDS, AND RECEIVED A TRUE COPY OF THIS AGREEMENT BEFORE SIGNING. BUYER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THE APPLICATION AND AGREEMENT.

I have received a copy of the Notice to Cosigners  
and have read and agreed to its terms.

Applicant's Signature

Co-Applicant's Signature

Cosigner's Signature

Print Applicant's Name

Print Co-Applicant's Name

Print Cosigner's Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**See the Account Opening Disclosures for important information regarding your right to dispute billing errors.**

- I. From time to time I/We, the undersigned (collectively "Applicant" or "Buyer"), intend to purchase goods and services from Les Schwab Tire Centers or its affiliated dealer (as applicable, "Seller"). Upon prior approval by Seller, all such purchases will be governed by this Retail Credit Plan and Security Agreement ("Agreement"). The words "I," "me," and "my," mean each and all of those who sign and/or enter this Agreement or otherwise agree to be bound by the terms of this Agreement. If more than one person signs this Agreement, or otherwise agrees to be bound by the terms of this Agreement, all obligations will be joint and several.
- II. Buyer hereby grants Seller a purchase money security interest in all goods (including all accessions, parts and additions to such goods, and all proceeds, including insurance proceeds) purchased from Seller under this Agreement to secure Buyer's performance of, and all payment obligations arising under, this Agreement. Buyer (a) agrees to execute any document(s) Seller requests to perfect its security interests, and (b) consents to and authorizes Seller to file any financing statements or other instruments that Seller deems appropriate to perfect such security interests.
- III. **NOTICE TO BUYER:**
- A. Do not sign this Agreement (i) before you read it in its entirety, including the **Account Opening Disclosures**, or (ii) if any spaces intended for the agreed terms, except as to unavailable information, are blank.
- B. Buyer is entitled to a copy of this Agreement at the time that it is signed.
- C. Buyer may at any time pay off the unpaid balance due and, in doing so, may be eligible to receive a partial rebate of the **INTEREST CHARGE** set forth herein.
- D. The **INTEREST CHARGE** is calculated at the Annual Percentage Rate of **18% per annum**, computed at the daily periodic rate of 0.04931 percent.
- E. Buyer may cancel any purchases made under this Agreement if the Seller solicited in person such purchase, and Buyer signs an agreement for such purchase, at a place other than the Seller's business address provided in this Agreement, by sending notice of such cancellation by certified mail return receipt requested to the Seller at the address provided in this Agreement, which notice shall be posted no later than midnight of the third day (excluding Sundays and holidays) following Buyer's signing of the purchase agreement. If Buyer chooses to cancel the purchase, Buyer must return or make available to Seller any merchandise, in its original condition, received by Buyer under the purchase agreement.
- F. BY AGREEING TO THESE TERMS, YOU AGREE THAT DISPUTES BETWEEN YOU AND SELLER WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND BY ARBITRATION, AS DESCRIBED IN THE "DISPUTE RESOLUTION; BINDING ARBITRATION" SECTION BELOW, AND NOT AS A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE SELLER'S RETAIL CREDIT PLAN, OR SELLER'S WEBSITE.
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(A) <input type="checkbox"/>		
If Ending Balance Is:		Minimum Monthly Payment Is:
\$0.01 - 10.00	-	Balance
\$10.01 - 50.00	-	\$10.00
\$50.01 - 100.00	-	\$15.00
\$100.01 - 250.00	-	\$25.00
\$250.01 - 500.00	-	\$50.00
\$500.01 - 1,500.00	-	\$75.00
\$1,500.01 - 2,500.00	-	\$150.00
OVER \$2,500.00	-	1/3 Balance

(B) <input type="checkbox"/>
Minimum Monthly Payment Is:
5% of the original purchase price or 5% the highest monthly statement balance, whichever is greater (or as otherwise agreed); plus the monthly <b>INTEREST CHARGE</b> on the outstanding purchase price on a revolving basis.

(C) <input type="checkbox"/>
If buyer pays for purchases within <b>90</b> days of the purchase date, <b>interest charges</b> added to the unpaid balance will be reversed. If buyer does not pay for the purchases within 90 days of the purchase date, seller will add an <b>interest charge</b> to buyer's account beginning as of the billing date shown on the monthly statement for the month in which buyer made the oldest purchase, and section IV.(A) shall apply to buyer's account.

(D) <input type="checkbox"/>
If no box is checked, Section IV.(A) shall apply to Buyer's account.

- V. Seller is committed to protecting financial privacy. For information regarding Les Schwab's Privacy Policy, please contact Les Schwab Tire Centers Credit Department at P.O. Box 5350, Bend, Oregon 97708, (541) 416-5140, or visit any Les Schwab Tire Center or Affiliated Dealer. ([www.les Schwab.com](http://www.les Schwab.com))
- VI. Payments will be applied as follows:
- A. First, to unpaid late or returned payment fees.
- B. Then, to any applicable **INTEREST CHARGE**.
- C. Then, to items first purchased.
- D. If Buyer purchases more than one item at the same time, the lowest priced item will be paid first.
- E. All down payments will be applied to services rendered and then to items purchased simultaneously with the down payment.
- VII. Buyer represents and warrants that all items purchased under this Agreement are and shall be for personal, family, or household use.
- VIII. If either (i) Buyer fails to perform its obligations under this Agreement, or (ii) Seller reasonably deems itself insecure, then Seller may exercise any and all of its rights and remedies under applicable law and this Agreement, including without limitation:
- A. Except where prohibited, declare all amounts that Buyer owes under this Agreement immediately due and payable, without notice.
- B. Require that Buyer (and Buyer hereby agrees to) immediately assemble and make available for Seller to take immediate possession of any goods purchased under this Agreement. Except where prohibited by law, seller may enter Buyer's driveway, garage or any other property without further permission from Buyer for the purpose of taking possession of such goods.
- C. Charge Buyer all fees, costs, and expenses of restocking, special order, repossessing the goods, selling them, and all fees, costs and expenses of any other efforts to collect what Buyer owes to the fullest extent allowed under applicable law.
- IX. Buyer agrees that Buyer's bank account(s) may be debited electronically for the face amount of a returned check and for the returned check fee if any payment tendered by Buyer is returned to Seller unpaid. The return check fee will appear as a charge on the monthly statement in the month the check is returned to Seller.
- X. If Seller retains an attorney to collect payments due from Buyer, or to otherwise enforce or declare the terms of this Agreement, Buyer agrees to pay, in addition to all other amounts due to Seller, Seller's reasonable attorneys' fees, costs, and expenses, including but not limited to such fees and costs as may be incurred at trial, arbitration, and on appeal, to the fullest extent allowed under applicable law.
- XI. If incurred, Buyer agrees to pay Seller's administrative costs (postage and handling fees, telephone expense, correspondence fees, photocopy expense or other costs) associated with Buyer's account.
- XII. Seller may change the terms of this Agreement including, but not limited to, the **INTEREST CHARGE**, and the applicable **ANNUAL PERCENTAGE RATE** or **RATES**, **LATE PAYMENT**, the method of figuring the balance on which the **INTEREST CHARGE** is applied, the minimum monthly payment required, and/or the closing date and length of the monthly billing cycle, by mailing or emailing a notice of the change(s) to me as required by applicable law.
- XIII. Buyer consents to receive future calls or text messages sent through an automatic telephone dialing system to the number provided in the Retail Credit Application ("Application"). Your consent to receive such future calls or text messages is not a condition of sale or preapproval, and Buyer may opt-out of receiving such calls or messages at any time, by providing written notice to Seller.



- XIV. If Buyer is a Les Schwab employee purchasing under the Les Schwab Retail Credit Plan, the following applies: **All Unpaid Balances Are Due And Payable Upon Termination Of Employment**. I understand and agree that if my employment with Les Schwab terminates, for any reason, any unpaid balance on this Retail Credit Plan will become immediately due and payable, even if such a balance would not otherwise be due. I also agree that Les Schwab, as my employer, may deduct from my final paycheck or other compensation that is already due and owing at the time of the termination of my employment, the entire unpaid balance of my account.
- XV. **LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY SELLER, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE), FOR ANY GOODS OR SERVICES AND THE EXPRESS WARRANTIES PROVIDED SHALL BE IN LIEU OF ANY OTHER SUCH WARRANTIES. To the maximum extent permitted by law, all such warranties are hereby disclaimed by Seller and waived by Buyer.**
- XVI. **LIMITATION ON BUYER'S REMEDIES. BUYER'S SOLE REMEDY WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY PURCHASE OR SELLER'S PERFORMANCE IN CONNECTION THEREWITH INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ARISING OUT OF ANY DEFECT OR ALLEGED DEFECT IN ANY GOODS OR SERVICES FURNISHED BY SELLER, SHALL BE EXCLUSIVELY (AT SELLER'S SOLE OPTION) THE RIGHT OF REPAIR OR REPLACEMENT OF SUCH GOODS OR SERVICES, OR REPAYMENT OF THE PURCHASE PRICE THEREFOR. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SELLER BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN THE EVENT OF BUYER'S DEFAULT, ALL PROVISIONS OF SELLER'S WARRANTIES BECOME NULL AND VOID.**
- XVII. **Dispute Resolution; Binding Arbitration**
- A. **Binding Arbitration.** YOU AND SELLER AGREE TO ARBITRATE ALL DISPUTES, CLAIMS OR CONTROVERSIES WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SELLER'S RETAIL CREDIT PLAN AND THE SELLER'S WEBSITE, OR IN RESPECT OF ANY DEFINED LEGAL RELATIONSHIP ASSOCIATED THEREWITH OR DERIVED THEREFROM. THE ARBITRABILITY OF ANY MATTER UNDER THIS ARBITRATION AGREEMENT, AS WELL AS ANY DEFENSE TO ENFORCEABILITY OF THIS ARBITRATION AGREEMENT SHALL BE DECIDED BY THE ARBITRATOR. ANY ARBITRATION SHALL BE CONDUCTED BEFORE A SOLE ARBITRATOR, AGREED UPON BY THE PARTIES, OR OTHERWISE SELECTED BY THE ADMINISTERING BODY, AS IDENTIFIED BELOW. THE ARBITRATION SHALL BE CONDUCTED IN ENGLISH. THE ARBITRATION WILL BE CONDUCTED IN PORTLAND, OREGON, USA, AND WILL BE ADMINISTERED BY JAMS IN ACCORDANCE WITH JAMS' COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND EXPEDITED PROCEDURES IN THOSE RULES. FOR MATTERS IN WHICH THE AMOUNT AT ISSUE IS LESS THAN \$10,000 (USD), JAMS' STREAMLINED RULES SHALL APPLY.
- B. **Waiver of Jury Trial.** THE PARTIES WAIVE THEIR RIGHT TO RESOLVE THE DISPUTE IN COURT BEFORE A JUDGE OR A JURY. IF FOR ANY REASON A DISPUTE ARISING OUT OF RELATING TO THIS AGREEMENT, PROCEEDS IN COURT RATHER THAN ARBITRATION, YOU WAIVE ANY RIGHT TO A JURY TRIAL TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- C. **No Class or Mass Action.** YOU AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SELLER OTHERWISE IN WRITING, THIS ARBITRATION PROVISION WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, MASS AND/OR REPRESENTATIVE ACTION AGAINST SELLER, AND WILL ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF IN ANY CURRENT OR FUTURE CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, MASS AND/OR REPRESENTATIVE ACTION BROUGHT AGAINST SELLER BY SOMEONE ELSE. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.
- D. **Exceptions to Arbitration.** This arbitration provision shall not apply to transactions subject to the Military Lending Act involving covered borrowers as defined in the Act. Thus, if you are on active duty military service or a spouse or dependent of a person who is on such active duty military service and a claim involves a covered transaction under the Military Lending Act, this arbitration provision may be inapplicable to such claim.
- E. **Award of Costs and Attorneys' Fees.** The arbitrator shall award to the prevailing party, if any, the costs of arbitration and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.
- F. **Enforcement.** Judgment on the arbitral award may be entered in any court having jurisdiction thereof.
- G. **Applicable Law.** All disputes shall be resolved in accordance with the laws of the State of Oregon without regard to its rules regarding conflicts of law.
- H. **Survival; Conflict; Severance.** This arbitration provision will survive the termination of any agreement you have with Seller and any bankruptcy. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the administrator's rules or the Agreement or other agreement you have with Seller, on the other hand, this arbitration provision will govern. If any clause within this arbitration agreement is found to be illegal or unenforceable, that clause will be severed from this arbitration agreement, and the remainder of the arbitration agreement will be given full force and effect.
- XVIII. **General.** (a) If any provision of this Agreement is found unenforceable, invalid or unlawful, the remaining provisions of this Agreement shall remain in full force and effect; (b) This Agreement may not be amended, modified, or changed other than by an instrument in writing, signed by the party against whom enforcement of any such amendment, modification, or change is sought; (c) Buyer may not assign Buyer's rights or obligations under this Agreement without Seller's prior written consent, which consent will not be unreasonably withheld (any such attempted assignment will be void); (d) Waiver by Seller of any breach of this Agreement shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right or remedy arising from any breach by Buyer shall not be deemed to be a waiver of such right or remedy; and (e) This Application and Agreement, along with any invoice from Seller constitutes the sole and entire agreement between Seller and Buyer with respect to any order or sale of goods or services to Buyer, superseding completely any prior or contemporaneous oral or written communications. In the event of any conflict between the terms of this Agreement, the Application, or an invoice, the terms of this Agreement shall control.
- XIX. **Incorporation of Account Opening Disclosures.** The Account Opening Disclosures are incorporated in this Agreement as if fully set forth herein.
- XX. ALL REPRESENTATIONS BY BUYER IN THE APPLICATION AND THIS AGREEMENT ARE TRUE, CORRECT, AND COMPLETE. BUYER HEREBY AUTHORIZES SELLER TO OBTAIN INFORMATION ABOUT BUYER FROM SELLER'S AFFILIATES, MEMBER DEALERS, CREDIT REPORTING COMPANIES AND ANY AND ALL OTHERS WHO HAVE PRIOR CREDIT EXPERIENCE OR INFORMATION ABOUT BUYER, INCLUDING BUT NOT LIMITED TO EMPLOYMENT VERIFICATION, PUBLIC RECORDS, AND MOTOR VEHICLE RECORDS. BUYER ACKNOWLEDGES THAT BUYER HAS READ, UNDERSTANDS, AND RECEIVED A TRUE COPY OF THIS AGREEMENT BEFORE SIGNING. BUYER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THE APPLICATION AND AGREEMENT.

See the Account Opening Disclosures for important information regarding your right to dispute billing errors.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases	18% per annum
How to Avoid Paying Interest	We will not charge you any interest if you pay the total new balance on your monthly statement by the next statement closing date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50
Fees	
Annual Fees	None
Penalty Fees	
• Late Payment	Up to \$15 (The amount of the fee varies by state. For more information on state-specific late payment fees, see section I.B. below.)
• Over-the-Credit Limit	None
• Returned Payment	Up to \$20.00

**How We Will Calculate Your Balance:** Seller will compute the **MONTHLY FINANCE CHARGE** as follows: Each day in the billing cycle Seller will take the beginning balance of my account including any remaining balance from unpaid invoices, add any new purchases or charges, and subtract any payment(s) or credit(s). This gives the "Daily Balance." To compute the periodic **FINANCE CHARGE** Seller will multiply the Daily Balance by a daily periodic rate of 0.04931 percent (the "**DAILY FINANCE CHARGE**"). Seller will each day add the **DAILY FINANCE CHARGE** to my balance. This will be the beginning balance for the next day. My monthly **FINANCE CHARGE** will be the sum of the **DAILY FINANCE CHARGES** that accrue during the billing cycle.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

- I. Charges That May Be Imposed As Part of This Agreement
- A. An **INTEREST CHARGE** may be added to any account balance not paid on or before the due date. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
- B. A late payment fee may be charged if any payment is not made within 10 days of the due date. The amount of the late fee varies by state as follows:

State	Late Fee	State	Late Fee	State	Late Fee	State	Late Fee
Alaska	Up to \$15.00	Minnesota	Up to \$9.36	New Mexico	Up to \$5.00	Utah	Up to \$15.00
California	Up to \$10.00	Montana	Up to \$10.00	North Dakota	Up to \$15.00	Washington	Up to \$15.00
Colorado	Up to \$15.00	Nebraska	Up to \$5.00	Oregon	Up to \$15.00	Wyoming	Up to \$10.00
Idaho	Up to \$15.00	Nevada	Up to \$15.00	South Dakota	Up to \$15.00		

- C. A return check fee of up to \$20.00 may be charged if any payment tendered by Buyer is returned to Seller as unpaid.
- D. The **INTEREST CHARGE** is calculated at the **Annual Percentage Rate of 18% per annum**, computed at the daily periodic rate of 0.04931 percent.
- E. We figure the **INTEREST CHARGE** on your account by computing the **MONTHLY FINANCE CHARGE** as follows: Each day in the billing cycle Seller will take the beginning balance of my account including any remaining balance from unpaid invoices, add any new purchases or charges, and subtract any payment(s) or credit(s). This gives the "Daily Balance." To compute the periodic **FINANCE CHARGE** Seller will multiply the Daily Balance by a daily periodic rate of 0.04931 percent (the "**DAILY FINANCE CHARGE**"). Seller will each day add the **DAILY FINANCE CHARGE** to my balance. This will be the beginning balance for the next day. My monthly **FINANCE CHARGE** will be the sum of the **DAILY FINANCE CHARGES** that accrue during the billing cycle.
- II. Additional Disclosures
- A. Under the terms of the Agreement, Seller has or will acquire a security interest in the property purchased under the Agreement.
- B. A statement outlining your consumer rights and Seller's responsibilities appears below.

### Your Billing Rights: Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What to Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

Les Schwab Tire Center Credit Department  
P.O. Box 5350  
Bend, OR 97708

You may also contact us by email at [creditservices@lesschwab.com](mailto:creditservices@lesschwab.com)

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or by email. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or by email at:

Les Schwab Tire Center Credit Department  
P.O. Box 5350  
Bend, OR 97708  
[creditservices@lesschwab.com](mailto:creditservices@lesschwab.com)

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you **our decision**. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

# FACTS

## WHAT DOES LES SCHWAB TIRES DO WITH YOUR PERSONAL INFORMATION?

<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and payment history</li> <li>• credit history and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Les Schwab Tires chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES LES SCHWAB TIRES SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	N/A
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	N/A
For our affiliates to market to you	No	N/A
For nonaffiliates to market to you	No	N/A

<b>QUESTIONS?</b>	Call 888-452-5252 or go to <a href="https://www.les schwab.com/privacy-policy.html">https://www.les schwab.com/privacy-policy.html</a>
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WHO WE ARE	
<b>Who is providing this notice?</b>	Les Schwab Tires

WHAT WE DO	
<b>How does Les Schwab Tires protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Les Schwab Tires collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for financing</li> <li>• provide account information</li> <li>• pay your bills</li> <li>• show your driver's license</li> <li>• use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, and affiliates.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

DEFINITIONS	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Affiliates may be other Les Schwab Tire Centers or Affiliated Dealers</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

OTHER IMPORTANT INFORMATION	
<b>California Customers:</b> We will not share your personal information with affiliates or joint marketing partners without providing an opportunity to opt-out and will not share your personal information with non-affiliates without your authorization.	
<b>Vermont Customers:</b> We will not share personal information with non-affiliates without your authorization.	