

AUTOZONE COMMERCIAL™ ACCOUNT AGREEMENT
Payment Terms and Conditions

1. **GENERAL:** In this Agreement, the words "you", "your" and "Customer" refer, as appropriate, to the person or entity for which an Account is established under this Agreement and any previous account or Agreement with the entities in this section. This Agreement shall be deemed to include and be an addition to and modification to any account, payment, or license Agreements with the Merchant(s) or Creditor. Any personal guarantor of this Agreement and any authorized user of the Account, including any person who signs an Application for an Account and/or the person or entity on whose behalf such Application is signed. "Account" means any Account, as applicable, established in accordance with this Agreement. "We," "us," "our" and "Creditor" refer to either AutoZone, Inc., or ALLDATA LLC and any assignee to which this Agreement is assigned. "Card" means the plastic charge card that we may issue to you under this Agreement. "Merchant" means AutoZone, Inc., Chief Auto Parts Inc., AutoZone Store, Inc., ADAP, Inc., or AutoZone Texas, L.P., or ALLDATA LLC. **Your use or continued use of a Merchant's services or purchase of a Merchant's products constitutes your acceptance of this Agreement.** Your signature on any sales memorandum, purchase order, sales slip, sales invoice or other or different form ("Sales Memorandum"), any application, personal guaranty, account setup form, acceptance certificate, continued use of software, or any other document in connection with this Account, or your continued use of any software constitutes your signature on this Agreement, as amended from time to time.

2. **ACCOUNT FOR COMMERCIAL PURPOSES ONLY:** If your application is approved or if you have an existing Account with Merchant or Creditor, an Account will be opened in the name of the business identified in the cover letter hereto or, if this Agreement was originally attached to an Application or License Agreement, the Customer specified in that Application. **This Account is established solely for business, commercial or organizational purposes on behalf of your business. You warrant, represent and agree that you will not use this Account (or allow this Account to be used) for personal, family, household or agricultural (collectively, "consumer") purposes.** You understand and agree that this Agreement is not intended to be subject to state and federal laws governing consumer transactions. You also understand and agree that we will be unable to determine whether any given transaction conforms to this Section 2. You agree that a breach by you of the provisions of this Section 2 will not affect our right to (i) enforce your promise to pay all amounts owed under this Agreement regardless of the purpose for which any particular transaction is in fact made or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account been established as a consumer account. You warrant and represent to us that you have (i) a valid business entity in good standing under the laws of the jurisdiction of your organization; (ii) a qualified religious, educational, or other non-profit entity; or (iii) a government agency or instrumentality; and that you have duly authorized acceptance of this Agreement, including by use of the Account.

3. **PROMISE TO PAY:** You jointly and severally promise to pay all amounts owed under this Agreement, and, if a, and for all purchases charged to your Account, including any software license fees, late charges and other charges that may be applicable from time to time. You understand and agree that we will be unable to determine whether any particular transaction on your Account was in fact authorized by you and/or made for your benefit, and you specifically agree that you will pay for all transactions made on your Account, whether or not such transactions were in fact duly authorized by you or made for your benefit. Your obligations under this Agreement are absolute and unconditional.

4. **ACCOUNTS:** If your Account is approved by us, you may purchase goods and/or services from Merchant as described in Sales Memoranda or any license agreement. You agree to pay us the amounts shown on such sales memoranda as reflected in the billing statement ("Billing Statement") that we send you periodically. In the event we do not receive your payment of the full account balance (the "New Balance") by the due date shown on your monthly Billing Statement, you will be in default.

5. **LOAN CHARGES:** If any transaction governed by this Agreement is subject to a law that sets maximum charges, and that law is finally interpreted so that the late charges, fees or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then (i) any such charge will be reduced by the amount necessary to reduce the charge to the permitted limit and (ii) any sums already collected from you that exceed the permitted limits will be refunded. We may elect to make such a refund by crediting your Account or by making a direct payment to you.

6. **LATE PAYMENT CHARGE:** You agree that your default in paying the amount owing on your Account will damage us, insofar as we will incur expenses (a) associated with having to monitor and collect your Account and (b) for bank or similar credit we will have to obtain because you have not paid for your purchases in a timely fashion. We may assess a "Late Charge" on the portion of the amount remaining unpaid, at a rate permitted by applicable law. The Late Charge will be 1.5% per month (18% per year) in all states (and PR) except as follows: AL, GA, MN, and MO (6.666% per month; 8.00% per year); ND, KY, AK, AR, DE, and MS (5.831% per month; 7.00% per year); CT (1% per month; 12% per year); NE and NY (1.3333% per month; 16% per year); and VA (4.166% per month; 5% per year). Late Charges will be figured by applying the above-stated percentage to the adjusted balance in your Account, which we get by taking the balance you owed as reflected on the previous Billing Statement after subtracting any unpaid Late Charges and any payments received and credits posted during the present Period. This amount will be added to your Account balance while your default continues, except that no Late Charges will be imposed in the period during which your default is cured by repayment of all amounts owing on your Account.

7. **PAYMENTS; DISPUTED AMOUNTS:** Payments, in good funds, are due at the address ("Payment Address") and by the payment due date ("Payment Due Date") shown on your Billing Statement. All payments mailed or delivered to us should be to the address shown on your billing statement or by using the envelope enclosed with your billing statement. Payments received after 2:00 p.m. on any banking day will be posted to your Account on the next banking day. **To the extent permitted by applicable law, if we accept any late payment or partial payment, whether or not marked as payment in full, that acceptance will not affect the due date of any other payment due under this Agreement, nor will it act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid. It will also not modify any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" of the amount owed, (ii) is tendered with other conditions or limitations or (iii) is otherwise tendered as full satisfaction of a disputed amount, must be mailed or delivered to us at the address for billing inquiries shown on your Billing Statement or Invoice, not your Payment Address.** You agree that we may send your Billing Statements or Invoices to you at your principal place of business/billing address as shown on our records from time to time.

8. **ACCOUNT TERMS:** You agree that any transaction on your Account will be governed and controlled solely by this Agreement and the agreements contained in the documents referenced herein. Except as may be provided from time to time in Sections 4 and 5 hereof, any other or conflicting payment terms set out in any Sales Memorandum or license agreement, including but not limited to any references on your Sales Memorandum to your agreement to pay to (or according to the terms provided by) Merchant, any other authorized dealer or vendor of goods/services, or any other issuer (including MasterCard or Visa), will not apply, even though such Sales Memorandum may be submitted to or accepted by us in connection with a transaction.

9. **AUTHORIZATION:** Some transactions will require our prior authorization and you may be asked to provide identification which we deem sufficient. If our authorization system is not working properly, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen.

10. **INVESTIGATION AND REPORTING; INACCURATE INFORMATION:** Your credit and the personal credit of any personal guarantor will be used in making credit decisions. You authorize us to investigate your credit worthiness by obtaining credit reports and making other inquiries as we deem appropriate. Any individual that has signed an application for commercial credit with us on your behalf and any personal guarantor of your Account authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. You also agree that we may report your performance under this Agreement to credit bureaus and others who may lawfully receive such information. Any individual that has signed an application for commercial credit with us on your behalf and any personal guarantor of your Account agrees that in the event that your Account is not paid as agreed, we may report his/her liability for and the status of your Account to credit bureaus and others who may lawfully receive such information. If you, any individual that has signed an application for commercial credit with us on your behalf, or any personal guarantor of your Account believe that we have information about any of you that is inaccurate or that we have reported or may report credit reporting agency information about any of you that is inaccurate, please notify us of the specific information that any of you believe is inaccurate by writing to us at the address on your statement.

11. **LIMITING OR TERMINATING YOUR CREDIT:** We may advise you of a "Credit Limit" on your Account, which we may raise, lower, or cancel at any time, and you promise not to allow the outstanding balance of your Account to exceed this Credit Limit. We have the right at any time to limit or terminate the use of your Account, or to terminate this Agreement as it relates to future transactions, without giving you advance notice. You may terminate this Agreement at any time, upon 60 days prior advance written notice to us, with respect to future use of the Account. If you or we terminate this Agreement, you agree to pay the outstanding balance of the Account according to the applicable terms of this Agreement and the applicable license agreements or Sales Memoranda and that all of our rights will continue in full force until all of your obligations are fully satisfied. You may revoke the Account privileges of any individual authorized to use the Account by notifying us in writing.

12. **CARD/UNAUTHORIZED USE:** You may request that a Card be issued to you if we make one available. We may elect to issue a Card to you but are not obligated to do so. You agree to send to us or to destroy any Card issued to you upon our request. You also agree to notify us promptly if any Card we issue to you is lost or stolen.

You may be liable for any unauthorized use of your Card or your Account until you notify us in writing at AutoZone Commercial Credit, P.O. Box 2198 Memphis, TN 38101, or by calling Credit Services at (866) 208-3385, of any loss, theft or unauthorized use. We may request reasonable cooperation from you, including written confirmation of any such instance if you notify us orally. You agree that unauthorized use does not include use by a person whom you have authorized to use the Account and you will be liable for all such use. Subject to the requirements of applicable law, we may cancel your Account if you fail to notify us immediately of any loss, theft or, unauthorized use. Your liability for unauthorized use of a Card after appropriate notification as specified above will not exceed \$50 (unless applicable law permits a higher amount), except if we issue 10 or more Cards to you, no limitation shall apply.

13. **TAX EXEMPT TRANSACTIONS:** We will honor tax exempt transactions with proper documentation. You must provide the Merchant with a copy of the appropriate tax-exempt documentation for your state. If sales taxes appear on your Billing Statement or Invoice, take your Billing Statement or Invoice to the Merchant for an adjustment.

14. **CHANGES TO THE AGREEMENT:** We may add a new term or change any term of this Agreement at any time, including, for example, if applicable, adding late charges or other charges. We will give you notice of any change in accordance with applicable law. Unless prohibited by applicable law, any new or changed terms may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions. No change to any term of this Agreement will affect your obligation or the obligation of any personal guarantor of your Account to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of this Agreement or any related guaranty.

15. **CHANGE OF ADDRESS AND GOVERNING LAW:** You agree that initially your principal place of business/billing address is the address to which we sent this Agreement or, if this Agreement was originally attached to an Application, the address specified in that Application. You agree to notify us promptly if you change this address. Until we receive notice of a new address, we may continue to send Billing Statements or Invoices and other correspondence to the address shown on our records. **You agree that the terms of this Agreement and any disputes arising in connection herewith will be governed and construed under the laws of the State of Tennessee (excluding its choice of law rules), which is the location of Creditor's principal place of business, and applicable federal law.**

16. **SECURITY INTEREST:** Except in CT, NC, and NY, you grant us a purchase money security interest in all goods charged to your Account until each item purchased is paid for. If you default in your payment obligation, we may repossess and sell any or all of this collateral and exercise any other rights afforded to us under applicable law. We may file financing statements and/or material men's or mechanic's liens against the goods pursuant to applicable law.

17. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable under applicable law, that provision will be considered totally ineffective to that extent, but the remaining provisions of this Agreement will not be affected.

18. **DEFAULT; COLLECTION COSTS; ACCELERATION:** You will be in default under this Agreement if any of the following events occur: (i) we do not receive any payment due under this Agreement, or any related guaranty, when the payment is due, (ii) you violate any other obligations, representations or warranties under this Agreement or make any false disclosures in any application or guaranty executed in connection with this Agreement, (iii) you change your form of business organization or there is a change in control of your business, including without limitation a change in voting ownership of 15% or more, (iv) you are insolvent, declare bankruptcy or similar proceedings are commenced by or against you, or (v) you die, dissolve or cease to do business, or (vi) any information you provide is incorrect, incomplete or misleading. If you are in default, we may exercise any of all rights and remedies available under law, equity or as provided herein. In addition to the full amount owed and any allowable court costs, if your Account is referred to an attorney who is not our salaried employee to collect the amount you owe, you agree to pay our reasonable attorneys' fees and other costs of collection to the fullest extent permitted by applicable law.

19. **EXTENSIONS AND RELEASES:** We may agree to extend the due date of any payment due under this Agreement for any length of time or release any other person or entity liable under this Agreement without notifying you of this extension or release and without releasing you from any of your obligations under this Agreement or any related guaranty.

20. **DELAY IN ENFORCEMENT:** You agree that we can delay enforcing any of our rights under this Agreement, any related guaranty, or applicable law, one or more times, without losing any of our rights in the future. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

21. **CERTAIN WAIVERS:** You waive your right to "presentment" and "notice of dishonor". "Presentment" means the right to require us to demand payment of amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive your right to demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

22. **TELEPHONE MONITORING:** We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees.

23. **ENTIRE TERMS AND CONDITIONS:** This is the entire Agreement, including any Application, license agreement or acceptance certificate you sign which is hereby incorporated by reference, between you and us and no oral changes can be made. A copy or reproduction of the Agreement sent to you by us constitutes an original of this Agreement for evidentiary purposes. Any conflict between the payment terms of this Agreement and the license Agreement and any other agreements between the parties shall be governed, by this Agreement. All other portions of the license any other agreements between the parties shall remain in full force and effect.

24. **ASSIGNMENT:** You may not assign any of your rights or obligations under this Agreement without our prior written permission. We are not required to give you our written permission. Without your consent or prior notice to you, we may sell or assign, in whole or in part, any or all of our rights and interests in and under this Agreement and any related guaranties or related documentation.

25. **SPECIAL PAYMENT PLANS:** From time to time we may offer you special promotional terms ("Special Payment Plans") that, subject to specified conditions, reduce any applicable charges or fees under this Agreement or otherwise modify the terms of this Agreement with respect to certain qualifying purchases. If you use your Account in accordance with the terms of a Special Payment Plan, you agree (i) to the terms of the Special Payment Plan and (ii) that no formal amendment of this Agreement will be necessary. The standard provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided under the Special Payment Plan offering, and will continue to apply to any and all transactions that are not subject to a Special Payment Plan.

26. **FINANCIAL INFORMATION:** You, upon request, will provide us with any additional financial information.

27. **JURY WAIVER:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THESE TERMS AND CONDITIONS AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY.

28. **LIMITATION OF REMEDIES:** To the extent permitted by applicable law, (i) each Billing Statement or Invoice will be presumed correct unless you provide written notice to us at the address for billing inquiries shown on your Billing Statement or Invoice specifying any errors within 30 days of the closing date shown on the Billing Statement or the Invoice date, as applicable; (ii) unless we agree, you will continue making payments in full compliance with Billing Statements or Invoices, as applicable; (iii) any claims or defenses relating to goods and/or services purchased using your Account, including, but not limited to, claims or defenses regarding breach of warranty, failure to deliver or otherwise, may not be asserted against Creditor unless otherwise agreed; and (iv) you hereby waive all of your existing and future rights of set-off, offset, counterclaim and recoupment. In any dispute, except as set forth in Section 19 above, you and we are limited to actual and direct damages, and you and we waive all other damages including any consequential, punitive, and exemplary damages.

IMPORTANT NOTICES

NOTICE TO THE CUSTOMER: (1) DO NOT SIGN THIS AGREEMENT OR USE YOUR ACCOUNT TO APPROVE THIS AGREEMENT BEFORE YOU READ THIS AGREEMENT OR IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (3) ANY PERSON USING THE ACCOUNT REPRESENTS THAT (i) THE CUSTOMER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, A QUALIFIED RELIGIOUS, EDUCATIONAL OR OTHER NON PROFIT ENTITY, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; (ii) ALL TRANSACTIONS UNDER THIS AGREEMENT WILL BE MADE FOR OTHER THAN PERSONAL, FAMILY OR HOUSEHOLD USE; AND (iii) THE CUSTOMER HAS DULY AUTHORIZED THE ACCEPTANCE OF THIS AGREEMENT.

Read by _____

Initialed _____

(printed name of the contract signer)

Revised 5/28/15