

COMMERCIAL TRUCK STOP MARKETING PROGRAM | 2012



 **YOKOHAMA**[®]

YOKOHAMA TIRE CORPORATION
2012 COMMERCIAL TRUCK STOP MARKETING PROGRAM
(Effective January 1, 2012)

I. Truck Stop Agreement ◆

The provisions of this Yokohama Tire Corporation (YTC) 2012 Commercial Truck Stop Program are applicable to all Truck Stops who have signed a Yokohama Truck Stop Agreement. This program is limited to the United States and subject to all applicable United States laws.

II. Product Categories ◆

This Marketing Program applies to the purchases of all Yokohama Radial Truck & Bus tires and Light Truck Commercial tires (TBS/LTC) approved in the Authorized Truck Stop Agreement and distributed by YTC. The addition of products to the Authorized Truck Stop Agreement may be requested by completing an Addendum and forwarding to YTC Commercial Division.

III. Price List ◆

YTC will publish and distribute the current price lists for all products.

IV. Terms of Payment ◆

Net 30 days on shippable orders of 19 units or less.
5% 30 days on shippable orders of 20+ units.
Past due 31 days.

A. Cash discount will be earned based on the postmark or wire date on payments in accordance with the terms specified on each invoice. Cash discount will be calculated on the total invoice amount. The payment due date and the allowable cash discount % are printed at the bottom of each invoice and appear on monthly statements.

B. Invoices dated from the 1st to the 10th will be due on the 10th day of the second month. Invoices dated from the 11th to the 20th will be due on the 20th of the second month. Invoices dated from the 21st to the end of the calendar month will be due on the 30th day of the second month.

C. All credit memos issued by YTC, used in payment of current and future due invoices, must be deducted prior to the calculation of cash discounts on those invoices being paid. Credit memos should be used within six months of being issued by YTC. YTC reserves the right to notify Customer of the application of credit memos older than six months to Customer's outstanding invoices. Credit memos will only be valid for one year from the issue date.

D. It is the Truck Stop's responsibility to accurately calculate the cash discount and to deduct that amount when paying an invoice. Any discount not utilized in this manner will be forfeited if YTC is not notified in writing of the Truck Stop's desire to take the discount earned but not taken within ninety (90) days of the invoice due date.

No cash discount will be allowed until ALL past-due balances have been paid.

V. Freight ◆

A single shipment of Yokohama products from the closest YTC distribution center to one destination within the continental United States will be prepaid if the shipment is 8 units or more. Shipments must be from a Truck Stop's designated primary distribution center to qualify for prepayment. Shipments not qualifying for prepayment will be shipped prepaid and charges will be added to the customer invoice. Customer may add on to make the prepaid shipment qualifications. All shipments to Alaska and Hawaii will be prepaid to the appropriate mainland port. Freight charges beyond will be collect.

Backorders:

All shipments of backordered products will be shipped freight collect from the Truck Stop's YTC designated primary distribution center if less than 8 units. Prior to shipment, the Truck Stop will be notified and allowed to "create" a total shipment of 8 or more shippable units.

Approved Ship-To Locations:

YTC will only ship to a controlled (51% or more ownership) servicing location. The definition of servicing location is one or more service bays or one or more service trucks. Ship-To locations must have prior approval per the Yokohama Authorized Truck Stop Agreement.

VI. Returns ◆

A. Any returned products must have prior written authorization from YTC. Returned products are subject to a 10% restocking charge to the Truck Stop.

B. Only return of first quality, current (listed in the most recent Truck Stop Price List) products will be considered. Discontinued merchandise will be returned to Truck Stop. Freight will be prepaid and Truck Stop will be invoiced for the charges.

C. Returns that have not received prior approval are subject to being refused at the discretion of YTC.

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VI. Returns (cont'd)

D. Unless otherwise approved by YTC, all returns must be shipped freight prepaid by the Truck Stop to a distribution center designated by YTC. Shipments to non-designated distribution centers will result in a charge for freight cost to transfer units.

E. All returns approved for prepaid shipment must be made via a YTC designated freight carrier. Truck Stop will be invoiced for freight charges.

F. Credit will be issued based upon the original invoice price of products returned if the invoice number is provided by the Truck Stop. If no invoice number is provided, the most recent invoice price will be credited. A 5% restocking charge will be deducted from the credit memo issued. Deductions for returns cannot be taken by the Truck Stop, prior to YTC's issuance of a credit memo.

G. All credit memos issued for the returned products, used in the payment of current and future due invoices, must first be deducted prior to the calculation of cash discounts on those invoices being paid.

H. Damaged goods will not be accepted as a return except when specifically noted as damaged on the delivering carrier's delivery receipt and when previously authorized in writing by YTC. In addition:

1. The Truck Stop must file all freight claims against the delivering carrier on all damaged products, and,
2. Whenever feasible, YTC's Transportation Department will provide reasonable assistance to Truck Stops in the filing of Truck Stop claims with carriers. However, YTC does not guarantee the payment of any carrier claims, and will not be liable to a Truck Stop in any manner if a claim is denied by the carrier, in whole or in part.

VII. Shortages Upon Delivery

A. Receiving Truck Stop must inspect shipment when received and indicate any discrepancies in count on the carrier's delivery receipt.

B. Receiving Truck Stop must notify a YTC Customer Service Representative of any discrepancies and forward a copy of the carrier's delivery receipt within 15 days of receipt of shipment.

VIII. Discovered Damage Upon Receipt

A. Receiving Truck Stop must inspect shipment as received; refuse and return any damaged product with carrier and indicated damages on the carrier's delivery receipt.

B. The receiving Truck Stop should also notify YTC Customer Service Representative of damaged goods and place reorders.

C. Return copies of freight damage claim or marked bill of lading to YTC and YTC will credit your account. YTC will settle the claim with the involved carrier.

IX. Concealed Damage

A. Receiving Truck Stop must determine the product is damaged within 15 days of the receipt of shipment. When concealed damage is found, the Truck Stop must remove the entire DOT serial number, attach DOT to Damaged Tire form and mail the DOT serial cutout and a description of the damage to YTC Commercial Customer Service.

1. Once the documentation and DOT serial cutout are received by YTC, a credit will be issued to the Truck Stop. The tire should be retained by the Truck Stop until notification from YTC that the claim has been paid and the tire can be disposed of.

B. Yokohama Tire Corporation reserves the right to require additional documentation for these claims, such as photographs, or physical return of the tire(s) for inspection.

C. YTC prefers our customers to refuse damaged tires at the time of receipt. However, if this avenue fails then you may use the above procedure as long as quantities are reasonable.

X. Customer Warranty and Service Policy

The Truck Stop shall process all claims for adjustment or replacement of Yokohama brand tires and tubes when presented in accordance with the Yokohama Warranty Policy. The Truck Stop shall not modify nor extend the Yokohama Warranty in any manner. Truck Stops shall sell Yokohama products in such a way that purchasers acquire all rights under the Yokohama Warranty. All Yokohama warranty claims are subject to the applicable Yokohama Adjustment Policy. Products submitted for consideration under this policy must be

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X. Customer Warranty and Service Policy (con't)
shipped to the distribution center designated by YTC for processing.

Adjustment tires will be shipped in accordance with the terms stated in the Yokohama Tire Warranty Claim Procedure Manual. Truck Stops are responsible for ensuring only YTC-approved carriers are utilized in the return of adjustment tires whose freight terms are collect. All returns of adjustment tires should be classified "Scrap Class 50" on the bill of lading. Failure to do so may result in any excess freight expense being charged back to the truck stop.

XI. Price Issues

A. General

YTC will endeavor, when feasible, to notify the Truck Stop, in writing, at least 15 days prior to the effective date of changes to the Yokohama Commercial Base Price List.

B. Price on backorders will be the price in effect at the time of the original order unless changes to Base Price occur. If the net invoice price at the time of the backorder release is lower than at the time of the original, the lower price will be charged.

Net invoice price is computed as Base Price less invoice discounts such as quarterly special discounts.

C. YTC will price protect Truck Stops in the event of a price reduction. A reduction is defined as a decrease to Net Price. Price protection will not be allowed on Discontinued Merchandise. To be eligible for price protection, a Truck Stop must submit a list of the unsold Truck Stop inventories at the time of the price reduction to their District Sales Representative. This inventory must be signed by the Truck Stop and District Sales Representative and submitted to YTC Commercial Truck Stop Service. The price protection request must be received within thirty (30) days of the price reduction. A credit rebill will be issued to your account for the net difference in the new acquisition cost compared to the original purchase price on all merchandise purchased sixty (60) days prior to the price reduction. The credit will be issued only on merchandise reflected in your purchase history.

XII. Invoice Disputes

Any invoice disputes must be initiated within 90 days of invoice date.

XIII. Delivery from Truck Stop's Inventory to National Fleet Customer

A. Delivery from Truck Stop's Inventory

All Yokohama tires covered by this policy and sold from Truck Stop's inventories via a Yokohama National Account Delivery Receipt will be eligible for delivery commissions as follows:

1. YTC will issue credit memos for a delivery to a National Account.
 - a. The Truck Stop will receive a credit memo at the Truck Stop's actual purchase history plus F.E.T.
 - b. The Truck Stop will receive a credit memo for current commission and services.
 - c. All credit memos must be applied according to Section IV of the Truck Stop Marketing Program.
 - d. Only those YTC products purchased by the Truck Stop directly from YTC shall be eligible for credit under the National Account Program.
2. National Account Credit Policy
Prior to delivering tires or performing service for any Yokohama National Account, Truck Stops must:
 - a. Verify that the fleet is a current Yokohama National Account by accessing the Yokohama Dealer Service Website (www.Yokohamatire.com) or by calling the Yokohama YES program representatives at (800) 282-1570. Please note that with the availability of these two verification processes, the Yokohama National Account Directory will no longer be published in book format.
 - b. Contact the fleet and obtain a Purchase Order Number for the tires and/or services requested.
 - c. Enter the P.O. number, person spoken to and the contact phone number on the delivery receipt.
 - d. Yokohama requires the following on every delivery receipt: tractor and/or trailer #, mileage, license #, state, wheel position, place where service was performed.
 - e. Signature must be obtained on all delivery receipts, or the delivery receipt will be returned unprocessed.

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XII. 2. con't

f. Obtain a credit authorization number from the Yokohama Tire Dealer Services Website or Credit Department (phone# 800-423-4544, ext. 3977).

i.) Standard Business Hours: Dealer must obtain credit approval before any delivery or service.

ii.) After Hours Emergency Road Service: Dealer may deliver up to two (2) tires and must obtain a credit authorization number the next business day.

g. The National Account Delivery Receipt must be processed by Truck Stop or received at YTC Corporate Office within 15 days of the delivery of the National Account or the delivery receipt will be returned to the Truck Stop. A delivery receipt returned to the Truck Stop due to insufficient detail or in need of a correction must be returned to YTC within 14 days of receipt. All delivery receipts received without a prior credit authorization number will also be returned unprocessed (see item h). Yokohama encourages Truck Stops to process DR's through the Yokohama web site. Contact a YTC Customer Service Representative for details. Truck Stops must keep a copy of the signed delivery receipt on file for seven (7) years and provide a copy to YTC as requested. A processing fee of \$5.00 will be charged for each delivery receipt not processed via the web site.

Note: At times it may be necessary for YTC to reduce prices to the National Account in order to procure specific business. Under these circumstances, it may also be necessary to reduce delivery commissions. If so, participating Truck Stops will be notified in advance.

3. Service Provided to Fleet Customers

a. In order to better service YTC Truck Stops and National fleets, service will be covered by the National Account Program. The current National Account Service Price Sheet gives details.

b. Prior approval from YTC's Credit Department or the Customer Service Department is required before service will be eligible for credit under the National Account Program. Any rates or service other than the National Account Service Price Sheet require written authorization from the fleet.

c. Truck stops will be charged a 10% fee on all delivery receipts with competitive tires or service only. (Retreads are considered competitive tires.)

XIII. Warranty Claims

A. The current YTC Warranty applies to all customers/ products supplied through the National Account Program. Warranty claims must be submitted for process using the Standard Warranty Claims Form (M-090). The fully completed claim form must accompany the affected claim products and both items must be returned to the designated YTC distribution center. Detailed instructions are provided in the current YTC Warranty Claims Procedure Manual. In order for the Truck Stop to receive credit for a replacement tire supplied from his inventory, a National Account Delivery Receipt must be completed and attached to a copy of the claim form. Both documents must be submitted to YTC, (Attn: NATIONAL ACCOUNTS DEPARTMENT). All claim forms must be signed by the customer and completely filled out according to YTC procedures.

B. Returns

Any returned tires that the Truck Stop accepts from the National Account and wishes YTC to issue the National Account a credit must have a prior approval from YTC. A Delivery Receipt must be completed indicating a negative figure and signed by the National Account. The delivery commission previously earned on the original sale of the product will be charged back on a debit memo.

XIV. Modifications and Exclusions

YTC reserves the right to supplement, modify or cancel this Marketing Program, in whole or in part, without notice to the Truck Stop. This Program does not apply to Alaska, Hawaii or United States Territories.

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EMERGENCY ROAD SERVICE INCLUDES:

Truck Stops may never use both emergency road service labor and roll in labor on a delivery receipt together.

Dealers can charge for miscellaneous parts, valves and balancing on either emergency road service or roll in labor, as well as fuel surcharge.* For miscellaneous parts, (flaps, brackets, lights, rims, etc.) please quote your own normal price. Please be descriptive on the delivery receipt, with the price and quantities included.

NOTES

1. All delivery receipts require credit approval.
2. Truck Stops will be charged a 10% fee on delivery receipts with competitive tires or service only. (Retreads are considered as competitive tires).
3. Truck Stops must provide brand name, pricing and FET amounts for other tire brands and retreads.
4. Casing credits information must be included in the corresponding section of the delivery receipt.
5. The delivery receipt must be complete. Most importantly, provide the phone number and name of the person from whom you obtained the Purchase Order Number. Yokohama requires the following on every delivery receipt: Tractor and/or trailer #, mileage/odometer reading, license #, state, wheel position, place where service was performed, driver's name, driver's license # and driver's signature.
6. Fleets that require special handling will be covered under separate correspondence.

National Account Service Price Sheet*		
Effective January 1, 2012		
Roll Ins (At Shop)	Light Truck	Medium Truck
Mount/Dismount/Wheel Change	\$7.50 each (\$20.00 maximum)	\$11.00 each (\$33.00 maximum)
Rotation (Per Tire)	\$4.50	\$16.00 / \$20.00 SS & SWB
Flat Repair (On)	\$15.50	\$37.00
Add For Inside Dual	\$1.00	\$3.00
Add For Super Single and SWB	N/A	\$10.00
Balancing (Including Weights)	\$11.00	\$30.00
Valve Stems	\$5.50	\$8.00
Fuel Surcharge** will be added to all Delivery Receipts based on the national average per the following matrix. Price per gallon can be obtained from: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp		
\$ Per Gallon	Reimbursement Amount	
\$2.99 and below	\$0.00	
\$3.00 to \$3.99	\$15.00	
\$4.00 to \$4.99	\$20.00	
\$5.00 and up	\$25.00	
Emergency Road Service Labor***		
Rates	Hourly	Quarter Hour Increments
Mon - Fri 8:00 AM - 5:00 PM	\$90.00	\$22.50
After Hours (2 Hour Minimum)	\$114.00	\$28.00 (Each quarter Hour After 2 hour Min)
Saturday (2 Hour Minimum)	\$114.00	\$28.00 (Each quarter Hour After 2 hour Min)
Sunday (2 Hour Minimum)	\$114.00	\$28.00 (Each quarter Hour After 2 hour Min)
Holidays (2 Hour Minimum)	\$114.00	\$28.00 (Each quarter Hour After 2 hour Min)

* No Additional Discounts Allowed for Non-Branded Products, Parts, and/or Services on Non-Branded Products

** Effective Date for Fuel Surcharge is the Date the Delivery Receipt is Entered

*** Emergency Labor Rates are Defined as Portal to Portal and All-Inclusive. No Additional Reimbursement Will be Allowed for These Emergency Road Service Charges:

- Miscellaneous Road Service Labor Charges
- Flat Repairs (Including Patch & Cement)
- Mounts & Dismounts, Inside Duals, Mileage Tolls and Dispatch Fees