

FRANCHISE DISCLOSURE DOCUMENT**RECEIVED
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Proud Member of the
**MICHELIN® COMMERCIAL
SERVICE NETWORK**

**MICHELIN RETREAD TECHNOLOGIES, INC.****A Delaware corporation**

632 Inglesby Parkway

Duncan, South Carolina 29334-9607

(864) 627-5631

www.michelintruck.com/michelintruck/tires-retreads/retreads-technology.jsp

The franchise offered is for the operation of MICHELIN® COMMERCIAL SERVICE NETWORK™ (“MCSN”) service centers (“Service Centers,” and each a “Service Center”) to provide professional truck fleet services (“MCSN Services”), ~~including emergency roadside assistance services (“ERS”)~~.

The total investment necessary to begin operation of a Service Center is between \$201,300 and ~~\$3,584,500-5,699,500~~. This includes amounts ranging from \$26,800 to ~~\$44,500-64,500~~ that must be paid to the franchisor or its affiliate(s). **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from

the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

ISSUANCE DATE: _____, 2012

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit D** for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN THE STATE IN WHICH WE ARE HEADQUARTERED (CURRENTLY SOUTH CAROLINA). OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN THE STATE IN WHICH WE ARE HEADQUARTERED (CURRENTLY SOUTH CAROLINA) THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT REQUIRES THAT SOUTH CAROLINA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.
4. THE FRANCHISOR DOES NOT OWN THE PRINCIPAL MARK.

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