

#### FRANCHISE DISCLOSURE DOCUMENT



## MICHELIN RETREAD TECHNOLOGIES, INC.

# A Delaware corporation

632 Inglesby Parkway Duncan, South Carolina 29334-9607 (864) 627-5631

http://www.michelintruck.com/tires-and-retreads/retreads/michelin-retread-technologies/

The franchise offered is for a Michelin Retread Shop that will provide high-quality truck tire retreading services.

The total investment necessary to begin operation of a Michelin Retread Shop franchise is \$2,254,820 to \$10,866,440. This includes the franchise fee of \$2,500, pre-opening purchases from us of specially-formulated rubber and retreading equipment ranging from \$950,000 to \$5,150,000, and pre-opening purchases of MRTI Rubber Products ranging from \$60,000 to \$260,000.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**The terms of your contract will govern your franchise relationship. Do not 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:** March 15, 2017

March 15, 2017 Michelin Retread Shop FDD (2017)



### 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 H** 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 OR ARBITRATION ONLY IN SOUTH CAROLINA. OUT-OF-STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN SOUTH CAROLINA THAN IN YOUR OWN STATE.
- 2. YOU MUST SIGN A PERSONAL GUARANTY MAKING YOU LIABLE FOR THE OBLIGATIONS OF THE FRANCHISE. THIS REQUIREMENT PLACES YOUR PERSONAL ASSETS AT RISK. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.
- 3. 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.
- 4. TERRITORIAL EXCLUSIVITY DEPENDS ON YOU ACHIEVING MINIMUM PURCHASE AND SALE REQUIREMENTS.
- 5. THE FRANCHISOR DOES NOT OWN THE PRINCIPAL MARK.
- 6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

See the next page for State Effective Dates. See Exhibit L for State Specific Addenda.



## **STATE EFFECTIVE DATES**

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	March 15, 2017
Indiana	March 15, 2017
Maryland	
Michigan	
Minnesota	
New York	March 15, 2017
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all the other states, the effective date of this Franchise Disclosure Document is the issuance date of March 15, 2017.

<u>Exhibit L</u> provides special provisions that relate to franchise offerings or sales in each referenced state. The provisions of the appendices may supersede the language in the text of this Franchise Disclosure Document.

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