



# Fleet Charge®

## Customer Profile for EBS® Agreement (Emergency Service for Breakdown) Attachment A:

Provide names of persons responsible for coordinating the Fleet Charge®/EBS® program in your operation; the following people must be authorized to approve repairs.

CUSTOMER NAME:	PHONE	_____
PRIME DAY CONTACT:	PHONE	_____
SECONDARY CONTACT:	PHONE	_____
AFTER HOURS CONTACT:	PHONE	_____
AFTER HOURS CONTACT:	PHONE	_____
AFTER HOURS EMERGENCY CONTACT/ BEEPER NUMBER		_____

OFFICE INFORMATION	TIRE INFORMATION	
<b>HOURS:</b>	<b>TRACTOR:</b>	
<b>M-F</b>	<input type="checkbox"/> NEW TIRES TO MATCH	<input type="checkbox"/> RECAPS
<b>SAT</b>	<input type="checkbox"/> USED	<input type="checkbox"/> STEER ONLY
<b>SUN</b>		
	<b>TRAILER:</b>	
	<input type="checkbox"/> NEW TIRES TO MATCH	<input type="checkbox"/> RECAPS
	<input type="checkbox"/> USED	

BILLING ADDRESS:

NUMBER OF POWER UNITS IN FLEET:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

### SPECIFY YOUR PARTICULAR PURCHASE ORDER REQUIREMENTS

- USE BLANKET P.O.# \_\_\_\_\_ FOR TRANSACTIONS BELOW \$250 OR 1 TIRE AND CHARGES
- NEED P.O. FOR ALL TRANSACTIONS GREATER THAN MINIMUM
- NO P.O. IS REQUIRED

### ANY SPECIAL INSTRUCTIONS

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



# Fleet Charge®

## EBS® Agreement (Emergency Service for Breakdown)

This agreement dated \_\_\_\_\_ is between Navistar, Inc., Fleet Charge® EBS® (Emergency Service for Breakdown), 2701 Navistar Drive., Lisle, IL 60532, and

Customer \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Main Customer Contact \_\_\_\_\_ Business Phone \_\_\_\_\_

The EBS provider will furnish an emergency breakdown EBS service for each vehicle owned and enrolled in the Fleet Charge Emergency Breakdown Program by the Customer.

### Section A. Customer agrees to:

1. Furnish the EBS Program with up-to-date customer profile information.
2. Authorize the EBS service to act as the Customer's agent in handling breakdowns when requested by any authorized employee or agent of the Customer.
3. Be a participant in good standing in the International® Fleet Charge Program prior to requesting the Fleet Charge emergency breakdown service.
4. Make all payments for services provided under this Agreement in accordance with the standard Navistar, Inc. Fleet Charge Program billing and payment requirements.
5. Pay a fee of \$35.00 per breakdown handled by EBS.

### Section B. The EBS service agrees to:

1. Offer, through its provider, access to the emergency breakdown service seven days a week, 24 hours a day, in the continental United States via a toll free telephone number.
2. Provide Customer with invoices from EBS providers.

### Section C. EBS and Customer mutually agree that:

1. This Agreement, together with applicable schedules, contains the entire understanding between the parties with respect to the subject matter, and supersedes all prior agreements.
2. The initial term of this Agreement shall be 12 months and shall be extended annually until terminated by either party. The Customer may terminate this Agreement during the initial term on 90 days' written notice for failure to perform agreed services. This Agreement may be terminated thereafter by either party, at anytime, upon notification by registered or certified mail. In the event of termination, Customer shall be liable for all transactions made through the EBS prior to termination.
3. Customer shall protect, defend, indemnify, and hold harmless Navistar, Inc. against all claims, actions, liabilities, losses, costs, and expenses, including reasonable legal costs, punitive and consequential damages, and penalties arising out of the use, operation, and maintenance of vehicles serviced or rental vehicles used pursuant to this Agreement and for any property damage, resulting, or claimed to result in whole or in part, from the delivery of services by Navistar, Inc.
4. The EBS program is not an agent of the emergency breakdown service provider or of any other entity who may perform services under this Agreement.

Customer \_\_\_\_\_

Navistar, Inc. Fleet Charge Emergency Breakdown Service.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title: Fleet Charge Fleet Analyst Date \_\_\_\_\_