



Fleet Charge[®] Advantage Agreement

RETURN BY MAIL TO FLEET CHARGE ADVANTAGE, PO BOX 25954, SHAWNEE MISSION, KS 66225-5954 OR BY EMAIL TO CUSTOMER-SERVICE@FLEETCHARGE.COM

Company Information:

Name _____
Address _____
City _____ State _____ Zip _____ Phone _____
Number _____ Fax _____
Email _____
LLC (Limited Liability Company) _____
LLC Member Name _____
Tax Identification FEIN # _____
SSN (United States) _____
SIN (Canada) _____

General Information:

Number of Trucks in Fleet _____ (Required Information)
Anticipated Monthly Usage \$ _____ (Required Information)
Company Contact: _____
Phone Number _____ Email _____
Accounts Payable Contact _____
Phone Number _____ Email _____

Financial Information:

Corporation: YES NO
If YES – Duns Number If Known _____
Sole Proprietor: YES NO
If YES [U.S.] – SSN _____
If YES [Canada] – SIN _____
*SOLE PROPRIETOR TO FILL OUT FOLLOWING FIELDS
Bank Name _____
Bank Account Number _____
Bank Phone Number _____ Fax Number _____

Billing Statement Information:

Sorted by One of the Following:
 PO Number Unit Number Card Number
Statement Delivered Via:
 Internet Email U.S. Mail
Currency To Be Billed In: US Canadian

Card Information:

General Information:

Phone Number for Obtaining PO Authorizing Purchases _____
Unit Numbers on Card: YES NO
List Unit Numbers (If Applicable) _____

Specific Requirements:

PO Required: Debits Credits Never
Unit Required: Always Service Work Only Never

Card Dynamics:

Number of Cards Requested _____

Preferred Payment Method:

Customer Generated EFT
 Fleet Charge Advantage Activated EFT
 Check

Additional Program Features:

EBS[®] Option

When you have a breakdown, EBS is there for you. A 24-hour toll-free number will connect you to an experienced Emergency Service Coordinator who will arrange for towing or road side repairs. All billing goes through the Fleet Charge Advantage program.

YES - Please send me an enrollment form

NO - I am not interested in becoming enrolled in EBS at this time

Fleet Charge Advantage Card Holder Agreement

WHEREAS Multi Service Technology Solutions, Inc. (MSTS) is engaged in the business of providing a purchase program for parts and other products and services; and WHEREAS applicant requests MSTS to provide a purchase program. NOW THEREFORE, the parties hereto agree to be legally bound as follows:

1. The Fleet Charge Advantage cards and/or account numbers ("Card" or "Account") are issued by, and credit is extended by, MSTS, P.O. Box 10922, Shawnee Mission, KS 66225. Any references in this Agreement to Fleet Charge Advantage refer to MSTS.
2. The applicant authorizes MSTS to investigate the credit history of applicant through commercial reporting companies, direct inquiries to businesses where applicant has accounts, and review of personal credit histories, where appropriate, by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for Applicant's business and will not be used with respect to any decision to extend credit for personal, family or household purposes. MSTS will utilize information provided by applicant in accordance with its Privacy Policy, which may be found at www.fleetcharge.com. MSTS may also share information provided by applicant or gathered by MSTS with Navistar, Inc.
3. If approved, the holder of the Account ("Accountholder") represents that the Account will only be used for business or commercial purposes and at no time shall the Account be used for personal, family or household purposes.
4. Usage of the Fleet Charge Advantage Account by the Accountholder named on it constitutes acceptance of all terms and conditions contained in this Agreement, as such terms and conditions may be amended from time to time by MSTS effective upon no less than 15 days' prior written notice (and if no effective date is given in such notice, then 15 days from the date of such notice). Usage by the Accountholder includes the retention or use of the Account by (i) the Accountholder as named on it, (ii) any person or entity under Accountholder's direction or control, and (iii) any Merchant to whom the Accountholder or any person or entity under Accountholder's direction or control has, at any time forwarded a copy of the Cards and/or Account numbers.
5. As a condition of participating in the Fleet Charge Advantage program, Accountholder consents to receive information from MSTS electronically through www.fleetcharge.com, unless another method of communication is agreed by MSTS. Use of www.fleetcharge.com requires that Accountholder have Internet access. Account history, statements and related communications may only be available on www.fleetcharge.com for a limited time. Accountholder should print or otherwise save copies of any history, statements or communications for its records.
6. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use. The Accountholder is responsible for protection of password(s) and access to www.fleetcharge.com, and agrees it is liable for any unauthorized uses of www.fleetcharge.com and the Account.
7. Any Account transactions received by MSTS for a closed or deactivated merchant that have a transaction date prior to MSTS's deactivation of that merchant are the financial responsibility of the Accountholder.
8. Access to www.fleetcharge.com must be restricted to officers or other authorized representative(s) of Accountholder. In the event a password is lost or compromised, or Accountholder believes there may have been any unauthorized access to its Account, it must immediately notify MSTS. All requests for changes to the Account or other communications regarding the Account must be submitted electronically through www.fleetcharge.com in writing on Accountholder letterhead, by email from an officer or other authorized representative, or as otherwise agreed by MSTS.
9. MSTS is not a seller of merchandise. MSTS neither sells nor warrants the goods or services obtained from Fleet Charge Advantage merchants. MSTS's sole function is to furnish credit and billing services; MSTS does not warrant any merchandise or services from any source obtained by the use of MSTS's credit or billing services. **MSTS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**
10. A credit line will be assigned to each Accountholder. This line includes all unpaid purchases, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, Accountholder shall notify MSTS at 1-888-678-0550 and request a change to its credit line. MSTS can raise or lower the credit line at its sole discretion without notification to Accountholder.
11. Account statements will be provided to Accountholders bi-weekly through www.fleetcharge.com or as otherwise agreed by MSTS, and Accountholder payments are due within 20 days of the statement date. Statements outstanding more than 20 days are considered delinquent. Delinquent Accounts will be assessed late charges at a weekly rate of 3/8 of 1 percent. Late fees are assessed at the invoice level. They are not based on entire amount billed in a billing period. The Accountholder is liable for all late charges assessed to the Account and must pay these charges to keep its Account in good standing. MSTS may suspend an account or terminate it at any time late charges are being accrued or assessed.
12. Accountholder may pay its Fleet Charge Advantage statement by check or Electronic Funds Transfer (EFT), either by authorizing MSTS to automatically deduct funds from its designated bank account or by submitting funds to MSTS via Accountholder-initiated EFT. Accountholder shall notify MSTS if the convenience of paying by EFT is preferred.
13. Accountholder shall make payments to MSTS or MSTS's designated agent as frequently as may be necessary to keep the Account balance within the line of credit and within payment terms. Accountholder agrees to the method of payment as specified in the Payment and Billing Options section of the Accountholder Application. If Accountholder's bank or Accountholder for any reason should fail to timely pay any amount due MSTS, Accountholder understands and agrees that MSTS may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security held by MSTS on behalf of the Accountholder. If Accountholder's bank should fail to honor payment to MSTS or Accountholder's account becomes delinquent, MSTS may require immediate and full payment of all outstanding amounts, as well as the return of Accountholder's Cards or Account numbers.
14. In the event that the Accountholder maintains a credit balance on the Account for longer than three (3) months, MSTS is hereby authorized to deduct and retain a dormancy and Account management fee equal to two percent (2%) of the credit balance per month so long as the credit balance exists.
15. Accountholders have sixty (60) days from the billing statement date to dispute charges. All disputes must be received by MSTS in writing from the Accountholder within such sixty (60) day period. If an Account transaction is not disputed within sixty (60) days from the billing statement date, the Accountholder is liable for all charges related to the transaction.
16. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Texas, without reference to conflicts of laws principals, and it is agreed that jurisdiction of any legal action connected with this Agreement shall be exclusively in the state or federal courts located in the State of Texas. Notwithstanding the foregoing, MSTS may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper.
17. The Accountholder agrees that in the event of default, MSTS may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
18. MSTS may offset any amounts owed by Accountholder to MSTS against any claims MSTS has against the Accountholder. To secure all of Accountholder's obligations and liabilities to MSTS under the terms of this Agreement, and all obligations and liabilities of Accountholder to MSTS under any other document or agreement between Accountholder and Company executed from time to time, the Accountholder hereby grants to MSTS a continuing lien and security interest in all of Accountholder's accounts receivable, equipment, inventory, instruments, deposit accounts, chattel paper and all general intangibles. Accountholder is and shall be liable to MSTS for all costs and expenses incurred by MSTS in collection and enforcing its rights hereunder, including but not limited to, late charges and attorneys' fees, if any, incurred by MSTS to collect all amounts due on Accountholder's Account and/or foreclosing on its lien and security interest.
19. The Accountholder represents and warrants to MSTS, with full knowledge that MSTS will be relying on the following, that:
 - (i) The person executing this Agreement on behalf of the Accountholder is:
 - (A) An officer of the Accountholder's company or other authorized employee; and
 - (B) Duly authorized to execute and deliver this Agreement on behalf of the Accountholder; and
 - (C) Duly authorized to bind the Accountholder to the terms of this Agreement and to cause the Accountholder to perform its obligations hereunder.
 - (ii) This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.
 - (iii) The execution and delivery of this Agreement by the Accountholder and the performance by the Accountholder of its obligations hereunder is and will at all times be with full corporate, partnership or limited liability company, as applicable, right and authority, and all necessary corporate, partnership or limited liability company, as applicable, action has been taken by the Accountholder to authorize the consummation of this Agreement.
20. This Agreement may be terminated by either party at any time by giving written notice to the other party. Upon termination, all Cards and Account Numbers shall be immediately terminated and deactivated, and the Accountholder must immediately return to MSTS all Cards or Account Numbers in the possession or under the control of the Accountholder, and will pay sums due MSTS according to the agreed-upon payment terms. Upon termination of this Agreement, Accountholder shall have the responsibility to pay all amounts incurred or costs associated with Accountholder's Account whenever incurred.
21. If Cards or Account Numbers are lost or stolen, it is the Accountholder's responsibility to call MSTS immediately at 1-888-678-0550 to prevent unauthorized usage. Accountholder must follow-up this telephone notification with written notification sent directly to Multi Service Technology Solutions, Inc., P.O. Box 10922, Shawnee Mission, KS 66225.
22. Fleet Charge and EBS are registered trademarks owned by Navistar, Inc.
23. Please retain this Agreement for future reference.

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Accountholder Signature: _____

Date: _____

Printed Name: _____

Title: _____

Fleet Charge Advantage Cards are accepted by International Truck and IC Bus Truck dealers participating in the Fleet Charge® program.

Customer Service: 1-888-678-0550. The Fleet Charge Advantage Card is intended for business and commercial use only.

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