

Fleet Charge® Application

Schedule A



FLEET CHARGE®

To: Navistar, Inc.
Attn: Fleet Charge
2701 Navistar Drive
Lisle, IL 60532

From: Cardholder _____
Business Address _____

City _____ State/Province _____ Zip/Postal Code _____

Business Phone Number (____) ____ - ____

Phone Number for Dealership to obtain Purchase Order Number (____) ____ - ____

Contact Name _____ Phone (____) ____ - ____

Email _____

Accounts Payable

Contact Name _____ Phone (____) ____ - ____

Email _____

Number of Power Units in Fleet: _____

Anticipated Monthly Spend at International Truck and IC Bus™ Dealer Network \$ _____

Card Dynamics

- Dealer Held Cards (Purchase Order Number is recommended)
- Corporate Held Cards Number of cards requested: _____
- Customer Held Cards Number of cards requested: _____

Purchase Requirements

- Purchases to be made in the following countries: U.S. Canada Puerto Rico
- Purchase Order (PO) Number Required: Duplicate PO Prohibited: Unit Number
- Required: Debit Invoices Debit Invoices Always
- Credit Invoices Credit Invoices Service Work Only

Please state below if specific PO or Unit Number structure is required:
(i.e. Certain alpha/numeric digits in length or begins/ends with certain digits etc.)

Bi-Weekly Billing Statement Options

- Internet (www.FleetCharge.com)
- Email:
 - Statements Only Statements and Invoices
 - Invoices Only

Sorted by: PO Number Unit Number Card

Number Invoices separated by location: Yes No

Preferred Payment Method

- Fleet Charge Activated EFT
- ACH
- Wire
- Check

Fleet Charge® Application Cardholder Agreement



FLEET CHARGE®

WHEREAS Navistar, Inc. ("Navistar") through its Fleet Charge® Processing Agent, provides a centralized billing service by means of charge cards (FLEET CHARGE), for use with vehicles operating in the transportation industry, and desires to extend this service to Cardholder; and the Cardholder wishes to use the services offered by Navistar; therefore it is agreed as follows:

1. The Applicant authorizes Navistar, Inc. and/or its Fleet Charge Processing Agent 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. Navistar, Inc. and its Fleet Charge Processing Agent represent that information contained on any consumer credit report obtained will only be used for deciding whether to extend credit 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. Navistar, Inc. and its Fleet Charge Processing Agent will utilize information provided by Applicant in accordance with the Fleet Charge Privacy Policy, which may be found at www.fleetcharge.com. Navistar, Inc. and its Fleet Charge Processing Agent may also share information provided by Applicant or gather individually with one another.
2. A credit line will be assigned to Cardholder. Credit line includes all unpaid purchases, whether billed or unbilled. If Cardholder finds its credit line to be inadequate, Cardholder shall notify Navistar at (800) 323-4284 and request a change to its credit line. Navistar can increase or decrease the credit line at its sole discretion without notification to Cardholder.
3. Cardholder statements will be provided bi-weekly, through www.fleetcharge.com or as otherwise agreed between the parties, and Cardholder payment is due within 7 days from the statement date. Statements outstanding more than two days are considered delinquent and may be assessed a finance charge at a weekly rate of 3/8 of 1 % or the highest applicable rate permitted by law.
4. Cardholder agrees to pay its FLEET CHARGE statement at or before the due date by Check or Electronic Funds Transfer (EFT), either by authorizing Fleet Charge Processing Agent to automatically deduct funds from its designated bank account, or by submitting funds via ACH or Wire.
5. Cardholder has sixty (60) days from the billing statement date to dispute charges. All disputes must be received by Fleet Charge in writing from the Cardholder within such sixty (60) day period. If an account transaction is not disputed within sixty (60) days from the billing statement date, the Cardholder is liable for all charges related to the transaction.
6. Cardholder assumes full responsibility for payment of all purchases made by any bearer of a FLEET CHARGE card issued in Cardholder's name, including any unauthorized use of the FLEET CHARGE card. Cardholder agrees to use the FLEET CHARGE card only for business or commercial purposes and at no time shall the FLEET CHARGE card be used for personal, family, or household purposes.
7. The Cardholder 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 FLEET CHARGE card. Cardholder agrees to notify Navistar immediately if a FLEET CHARGE card is lost or stolen to prevent unauthorized usage. Call 1-888-678-0550 to report lost or stolen cards.
8. Access to www.fleetcharge.com must be restricted to officers or other authorized representative(s) of Cardholder. In the event a password is lost or compromised or Cardholder believes there may have been any unauthorized access to its FLEET CHARGE card account, it must immediately notify Navistar, Inc. or its Fleet Charge Processing Agent. All requests for changes to the Cardholder account or other communications regarding the FLEET CHARGE card account must be submitted electronically through www.fleetcharge.com, in writing on Cardholder letterhead, by email from an officer or other authorized representative, or as otherwise agreed by MSTs.
9. Any account transactions received by Navistar for a closed or deactivated International^{III} Truck or IC BusTM dealer that have a transaction date prior to Navistar's deactivation of that International Truck or IC Bus dealer are the financial responsibility of the Cardholder.
10. Cardholder permits Navistar to assign this Agreement to a third party agent for processing charge card activity.
11. Cardholder agrees to provide a payment surety in a form acceptable to Navistar, if requested.
12. Sales tax exemption is between the International Truck or IC Bus dealer and bearer of FLEET CHARGE card.
13. Navistar may terminate this Agreement or revoke Cardholder's right to use the FLEET CHARGE cards at any time, or both, with or without cause, and without giving notice to the Cardholder. Navistar reserves the right to deny authorization for any charge. Cardholder may terminate the agreement at any time by giving written notice of termination to Navistar.
14. Cardholder may not use the FLEET CHARGE cards once the cards have been revoked or this Agreement is terminated. Payment of all outstanding amounts must be made upon termination. The Cardholder shall be liable for all purchases made with a FLEET CHARGE card, including any unauthorized use, prior to termination or notification in writing by either Cardholder or Navistar under this Agreement.
15. Navistar reserves the right to change this Agreement at any time and will notify Cardholder of any such changes. Cardholder will be deemed to have accepted the changes if Cardholder keeps or continues to use the FLEET CHARGE card after it receives such notice. If Cardholder does not accept such changes, Cardholder may terminate this Agreement by giving written notice of termination to Navistar.
16. As a condition of participating in the FLEET CHARGE Program, Cardholder consents to receive information from Navistar, Inc. and/or its Fleet Charge Processing Agent, electronically through www.fleetcharge.com, unless another method of communication is agreed between the parties. Use of www.fleetcharge.com requires that Cardholder have Internet access. Account history, statements and related communications may only be available on www.fleetcharge.com for a limited time. Cardholder should print or otherwise save copies of any history, statements or communications for its records.
17. Navistar, through its Fleet Charge Processing Agent, may accept late payments, partial payments, or any payment marked as being payment in full or as being settlement of any dispute, without losing any of its contractual or legal rights. Navistar's acceptance of such payment does not mean it accepts to change this Agreement in any way.
18. In the event of Cardholder's breach of this Agreement, Cardholder agrees to pay all costs and expenses, including reasonable legal fees, incurred by Navistar in enforcing its contractual rights.
19. Unless required by law, neither Navistar nor its Fleet Charge Processing Agent warrants the goods charged to the FLEET CHARGE card nor shall be responsible for any alleged deficiencies Cardholder may have with any goods or services charged to the FLEET CHARGE card, or any other problems Cardholder may have with an International Truck or IC Bus dealer.
20. The provision contained in Schedule A is incorporated by reference in this Agreement.
21. Cardholder represents and warrants to Navistar that the person executing this Agreement has all requisite power and authority to execute and deliver this Agreement, has the authority to bind the Cardholder to the terms and conditions of this Agreement and has the authority to cause the Cardholder to perform its obligations hereunder.
22. This Agreement is governed by the laws of the State of Illinois, without reference to conflicts of laws principals, and it is agreed that the jurisdiction of any legal action connected with this Agreement shall be exclusively in the state or federal courts located in the State of Illinois.
23. This Agreement contains the entire understanding between the parties, and supersedes all prior Agreements.

By signing below, Cardholder certifies all information provided to be true and agrees to be bound by the terms and conditions set forth in this Cardholder Agreement:

Cardholder	
Name _____	(Print)
Name _____	(Signature)
Title _____	Date _____

