

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

From:	Cardholder Business Address							
								City
	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 \$							
Dea Cor	Dynamics aler Held Cards (Purchase porate Held Cards stomer Held Cards		uested:					
Purch	chase Requirements							
	ses to be made in the foll	owing countries:	U.S. 🛛 Canada	I				
🛛 Deb	ase Order (PO) Number Required: bit Invoices edit Invoices		Unit Number Requi					
	state below if specific PO rtain alpha/numeric digits			etc.)				
	ekly Billing Statement			Preferred Payment Method				
📙 Inte	ernet (<u>www.FleetCharge.c</u>	<u>om</u>)		Fleet Charge Activated EFT				

- Email (Please complete attached Email Authorization Form)
 - Statements
 - Invoices

Sorted by: DO Number	Unit Number	Card Number
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Invoices separated by location:	Yes	🛛 No
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- Fleet Charge Activated E
 ACH
 Wire
- Check



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. 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.
- Statements will be delivered bi-weekly and 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.
- 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.
- 4. 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.
- 5. 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.
- 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.
- 7. Any account transactions received by Navistar for a closed or deactivated International[®] Truck or IC Bus™ 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.
- 8. Cardholder permits Navistar to assign this Agreement to a third party agent for processing charge card activity.
- 9. Cardholder agrees to provide a payment surety in a form acceptable to Navistar, if requested.
- 10. Sales tax exemption is between the International Truck or IC Bus dealer and bearer of FLEET CHARGE card.
- 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. The provision contained in Schedule A is incorporated by reference in this Agreement.
- 18. 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.
- 19. 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.
- 20. 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 Dat	te



Fleet Charge Email Authorization

This agreement authorizes MultiService Technology Solutions, Inc. ("MSTS"), the exclusive Fleet Charge processor, to transmit billing summaries via email to the undersigned customer ("Customer") at the email address(es) listed below. Customer acknowledges that the summaries will contain confidential information intended solely for the use of Customer and its authorized agents and representatives. Customer further acknowledges that email is not a secure form of transmission and that it may potentially be intercepted or otherwise obtained by persons other than the intended recipient. In consideration of the willingness of MSTS to provide the summaries to Customer via email, Customer agrees that it will not hold MSTS responsible for any email communications intercepted or received by anyone other than the intended recipients. Customer hereby releases MSTS and its affiliates, and each of their agents, employees and representatives, from any and all liabilities, claims, losses, damages, injuries and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Customer hereby further agrees to indemnify, defend and hold harmless MSTS and its affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients.

Customer Name	
Email Address(es)	
Requestor	
Signature	
Title	
Date	